



Registration of a Charge

Company Name: **VISTAJET INTERNATIONAL LIMITED**

Company Number: **06617647**



Received for filing in Electronic Format on the: **30/05/2022**

XB538PVT

Details of Charge

Date of creation: **27/05/2022**

Charge code: **0661 7647 0006**

Persons entitled: **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS SECURITY AGENT**

Brief description: **PURSUANT TO CLAUSE 3.1 OF THE INSTRUMENT, THE COMPANY CHARGED BY WAY OF FIRST FIXED CHARGE ALL ITS INTELLECTUAL PROPERTY (ALTHOUGH NO FURTHER DETAILS ARE SPECIFIED IN THE INSTRUMENT). FOR FURTHER DETAILS, PLEASE REFER TO THE INSTRUMENT**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

DAVIS POLK & WARDWELL LONDON LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6617647

Charge code: 0661 7647 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th May 2022 and created by VISTAJET INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th May 2022 .

Given at Companies House, Cardiff on 6th June 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

SUPPLEMENTAL DEBENTURE

dated _____ 27 May _____ 2022

between

VISTAJET INTERNATIONAL LIMITED
as Supplemental Chargor

and

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Security Agent

SUPPLEMENTAL TO THE DEBENTURE DATED 30 SEPTEMBER 2020

Davis Polk & Wardwell London LLP

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This deed (the “**Supplemental Debenture**”) is made on 27 May 2022

Between:

- (1) **VISTAJET INTERNATIONAL LIMITED**, a company incorporated in England and Wales with registered number 06617647 (the “**Supplemental Chargor**”); and
- (2) **CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH**, as agent and trustee for itself and the other Secured Parties (the “**Security Agent**”).

BACKGROUND

- A. Pursuant to a debenture dated 30 September 2020 between Vistajet International Limited as Initial Chargor and Credit Suisse AG, Cayman Islands Branch as Security Agent (the “**Original Debenture**”), the Supplemental Chargor charged by way of first fixed charge and first floating charge and assigned by way of security, certain of its assets as security for the Secured Obligations (as defined under the Original Debenture).
- B. The Supplemental Chargor has entered into the Amendment Agreement (as defined below) and, accordingly, the Supplemental Chargor enters into this Supplemental Debenture in connection with the Amendment Agreement and the Credit Agreement (as defined below).
- C. This Supplemental Debenture is supplemental to the Original Debenture.

It is agreed as follows:

1. Interpretation

1.1 Definitions

Unless defined in this Supplemental Debenture, or the context otherwise requires, a term defined in the Credit Agreement and/or the Original Debenture (as applicable) have the same meaning in this Supplemental Debenture, in addition:

“**Amendment Agreement**” means Amendment No. 3 to the Credit Agreement dated on or around the date of this Supplemental Debenture made between, among others, Vista Global Holding Limited, XO Management Holding Inc. and Vistajet Malta Finance P.L.C. as the Co-Borrowers, the Loan Party, Lenders and Letter of Credit Issuers party thereto, and Credit Suisse AG, Cayman Islands Branch, as Administrative Agent.

“**Credit Agreement**” means the Credit Agreement dated 25 June 2019 between, among others, Vista Global Holding Limited as Holdings, XO Management Holding Inc. and VistaJet Malta Finance P.L.C as Co-Borrowers, the Lenders party thereto, and Credit Suisse AG, Cayman Islands Branch as Administrative Agent (each term as defined therein), as amended, restated, extended, renewed, modified or supplemented from time to time, including by the Amendment Agreement, Amendment No. 1 to the Credit Agreement and Amendment No. 2 (as defined in the Credit Agreement).

“**Original Security**” means any Security created or expressed to be created under the Original Debenture.

“**Secured Obligations**” has the meaning given to the term “Obligations” in the Credit Agreement.

“**Secured Parties**” means the Security Agent and the other “Secured Parties” as defined in the Credit Agreement, any Receiver and any Delegate.

1.2 Construction

In this Supplemental Debenture, unless a contrary intention appears, a reference to:

- (a) the provisions of clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Original Debenture and schedules 1 (*Shares*) to 3 (*Real Property*) to the Original Debenture will be deemed to be set out in full in this Supplemental Debenture, but as if references in those clauses to the “Debenture” and other similar expressions were references to this Supplemental Debenture; and
- (b) any reference in this Supplemental Debenture to security being granted by way of “first legal mortgage”, “first fixed charge”, “first floating charge” and/or “first registration” shall be interpreted and construed so that those terms are substituted with the terms “second legal mortgage”, “second fixed charge”, “second floating charge” and/or “second registration” respectively and so that such references are, in each case, deemed to be subject to the security and obligations created under or pursuant to the Original Debenture.

1.3 Original Security

- (a) The Parties to this Supplemental Debenture agree and acknowledge that, notwithstanding the Security created pursuant to this Supplemental Debenture, such Security is in addition and without prejudice to the Original Security. For the avoidance of doubt, the Supplemental Chargor confirms for the benefit of the Secured Parties that the Original Security shall (i) remain in full force and effect notwithstanding the Amendment Agreement, and (ii) continue to secure the Secured Obligations.
- (b) Where a right or asset has been assigned pursuant to the Original Debenture and the same asset or right is expressed to be assigned under this Supplemental Debenture, the assignment under this Supplemental Debenture will take effect as a fixed charge over the right or asset and will only take effect as an assignment if the Original Security ceases or fails to have effect at a time when this Supplemental Debenture still has effect.
- (c) The Security Agent acknowledges and confirms that:
 - (i) the creation of any Security pursuant to (and the compliance by the Supplemental Chargor with the terms of) this Supplemental Debenture does not and will not constitute a breach of any representation, warranty or undertaking in the Original Debenture or any other Finance Document;
 - (ii) the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under this Supplemental Debenture constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Original Debenture and further, the performance of, and compliance with, any undertaking, requirement or obligation by the Supplemental Chargor under the Original Debenture will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by the Supplemental Chargor under this Supplemental Debenture; and
 - (iii) notwithstanding anything to the contrary in this Supplemental Debenture, any obligation to provide any certificates, stock transfer forms, insurance policies, notices or any other document or agreement shall be deemed to be satisfied by the delivery of such certificates, stock transfer forms, insurance policies,

notices or any other document or agreement under the Original Debenture and nothing in this Supplemental Debenture shall require the Supplemental Chargor to deliver any such certificates, stock transfer forms, insurance policies, notices or any other document or agreement if already delivered under the Original Debenture.

2. Covenant to Pay

Subject to any limits on its liability specifically recorded in the relevant Loan Document, the Supplemental Chargor covenants as primary obligor and not only as surety with the Security Agent (for the benefit of itself and the other Secured Parties) that it will promptly pay to the Security Agent and discharge the Secured Obligations when they fall due in accordance with the Loan Documents.

3. Charging Provisions

3.1 Mortgages and Fixed Charges

The Supplemental Chargor, as continuing security for the full payment and discharge of the Secured Obligations, charges in favour of the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage, all Real Property now belonging or vested in it specified in Schedule 3 (*Real Property*); and
- (b) by way of first fixed charge:
 - (i) all future Land situated in England and Wales acquired by the Supplemental Chargor after the date of this Supplemental Debenture;
 - (ii) all of its Shares and all corresponding Related Rights;
 - (iii) all of its Investments (other than Shares) and all corresponding Related Rights;
 - (iv) each Bank Account and all corresponding Related Rights;
 - (v) all its rights, title and interest from time to time in and to all of its Intellectual Property and all corresponding Related Rights;
 - (vi) all of its Tangible Moveable Property and all corresponding Related Rights;
 - (vii) all of its Trading Receivables and all rights and claims against third parties in respect of those Trading Receivables and all corresponding Related Rights;
 - (viii) the benefit of all licences, consents, authorisations and agreements held by it in connection with the use of any of its assets and all corresponding Related Rights;
 - (ix) all its rights, title and interest from time to time in and to its goodwill and rights in relation to the uncalled capital and all corresponding Related Rights; and

- (x) to the extent not effectively assigned by Clause 3.2 (*Assignment*), all its rights, title and interest in (and claims under) the Insurance Policies and Assigned Agreements, and all corresponding Related Rights.

3.2 Assignment

- (a) The Supplemental Chargor assigns and agrees to assign absolutely to the Security Agent (for the benefit of itself and the other Secured Parties) with full title guarantee as continuing security for the full payment and discharge of the Secured Obligations all its rights, title and interest, both present and future, from time to time in and to each of the following assets:

- (i) each Insurance Policy and all corresponding Related Rights; and
- (ii) each Assigned Agreement and all corresponding Related Rights,

(each an “**Assigned Asset**”)

provided that, on payment and discharge in full of the Secured Obligations in accordance with Clause 15 (*Discharge and Release*) of the Original Debenture, the Security Agent will, at the request and cost of the Supplemental Chargor, re-assign the relevant Assigned Asset to the Supplemental Chargor (or as it shall direct) without delay and in a manner satisfactory to the Supplemental Chargor.

- (b) To the extent that any Assigned Asset described in clause (a) above is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Supplemental Chargor to any proceeds of such Assigned Asset.
- (c) Unless and until a Declared Default has occurred and is continuing, but subject to Clause 6.5 (*Insurance Policies*) and Clause 6.6 (*Assigned Agreements*) of the Original Debenture and the Loan Documents, the Supplemental Chargor may continue to deal with the counterparties to the relevant Assigned Agreements and, for the avoidance of doubt, shall be entitled to receive the proceeds of any claim under the Insurance Policies and Assigned Agreements.

3.3 Floating Charge

- (a) As further continuing security for the full payment and discharge of the Secured Obligations, the Supplemental Chargor charges with full title guarantee (subject to paragraph (b) below) in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights, including to the extent not effectively charged by way of fixed charge under Clause 3.1 (*Mortgages and Fixed Charges*) or assigned under Clause 3.2 (*Assignment*) and whether or not so expressed to be charged or assigned.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 and for this purpose it is noted that the floating charge created by the Supplemental Chargor pursuant to paragraph (a) above is a “qualifying floating charge” for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986.

3.4 Conversion of a Floating Charge

- (a) The Security Agent may, by written notice to the Supplemental Chargor, convert the floating charge created under this Supplemental Debenture into a fixed charge with immediate effect as regards those assets which it specifies in the notice (or, in the case of paragraph (ii) below, the relevant floating charge assets), if:
 - (i) a Declared Default has occurred and is continuing; or
 - (ii) the Supplemental Chargor requests the Security Agent to exercise any of its powers under this Supplemental Debenture.
- (b) Notwithstanding paragraph (a) above, and without prejudice to any law which may have a similar effect, the floating charge created under this Supplemental Debenture will automatically (without notice) and immediately be converted into a fixed charge over any asset charged under the floating charge created under this Supplemental Debenture (each a “floating charge asset”) if:

3.5 the Supplemental Chargor creates (or attempts or purports to create) any Security or Quasi-Security over any floating charge asset (except for any Security or Quasi-Security permitted by Clause 5 (*Negative Pledge*))

The Supplemental Chargor shall promptly and at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s):

- (a) to perfect the Transaction Security or exercise any rights, powers and remedies of the Security Agent, any Receiver or any other Secured Party provided by or pursuant to this Supplemental Debenture or by law;
- (b) to confer on the Security Agent or any other Secured Party, Security over any property and assets of the Supplemental Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Transaction Security; and/or
- (c) to facilitate the realisation of the Charged Property.

3.6 The Supplemental Chargor shall take all such action as is available to it (including the making of all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of the Transaction Security.

- (i) Negative Pledge)); or
- (ii) any person (entitled to do so) takes any step to effect any expropriation, attachment, sequestration, distress or execution against any floating charge asset; or
- (iii) to the extent that it gives rise to an Event of Default under the Credit Agreement or any other Loan Document, a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Supplemental Chargor or an administrator is appointed to the Supplemental Chargor; or
- (iv) to the extent that it gives rise to an Event of Default under the Credit Agreement or any other Loan Document, any person (who is entitled to do so) gives notice

of its intention to appoint an administrator to the Supplemental Chargor or files such a notice with any court.

- (b) Any notice given by, or on behalf of the Security Agent under paragraph (a) above in relation to any Charged Property shall not be construed as a waiver or abandonment of the Security Agent's right to give any other notice in respect of that asset or any other asset or of any other right of a Secured Party under this Supplemental Debenture or any other Loan Document.
- (c) Any floating charge created under this Supplemental Debenture which has converted into a fixed charge under paragraph (a) or paragraph (b) above may be reconverted into a floating charge by notice in writing given at any time by the Security Agent to the Supplemental Chargor in relation to the assets specified in such notice.
- (d) Save as permitted by Part A1 of the Insolvency Act 1986, where the Supplemental Chargor obtains a moratorium under that Part A1, and whilst the moratorium continues, the floating charge created by the Supplemental Chargor in Clause 3.3 (*Floating Charge*):
 - (i) may not be converted into a fixed charge by notice in writing under Clause 3.4(a); and
 - (ii) shall not automatically convert into a fixed charge under Clause 3.4(b).
- (e) Notwithstanding Clauses 3.4(a) and 3.4(b), and save as permitted under Part A1 of the Insolvency Act 1986, nothing done for or by the Supplemental Chargor with a view to obtaining a moratorium under that Part A1 shall give rise to any right to crystallise by notice under Clause 3.4(a) or cause the automatic crystallization under Clause 3.4(b) of the floating charge created by the Supplemental Chargor under Clause 3.3 (*Floating Charge*).

3.7 Property Restricting Charging

- (a) There shall be excluded from any mortgage or charge created by Clause 3.1 (*Mortgages and Fixed Charges*) and from the operation of Clause 4 (*Further Assurance*) any leasehold property held by the Supplemental Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Supplemental Chargor from creating any charge over its leasehold interest, until the relevant condition or waiver has been satisfied or obtained.
- (b) For all leasehold property referred to in Clause 3.7(a), the Supplemental Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of this Supplemental Debenture and, in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its best endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property shall stand charged to the Security Agent under Clause 3.1 (*Mortgages and Fixed Charges*). If required by the Security Agent, at any time following receipt of that waiver or consent, the Supplemental Chargor shall promptly execute a valid legal mortgage, fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

4. Further Assurance

4.1 The Supplemental Chargor shall promptly and at its own cost do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s):

- (a) to perfect the Transaction Security or exercise any rights, powers and remedies of the Security Agent, any Receiver or any other Secured Party provided by or pursuant to this Supplemental Debenture or by law;
- (b) to confer on the Security Agent or any other Secured Party, Security over any property and assets of the Supplemental Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Transaction Security; and/or
- (c) to facilitate the realisation of the Charged Property.

4.2 The Supplemental Chargor shall take all such action as is available to it (including the making of all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of the Transaction Security.

5. Negative Pledge

5.1 The Supplemental Chargor shall not:

- (a) create, or agree or attempt to create, or permit to subsist, any Security, Quasi-Security or any trust on or over the whole or any part of its assets; or
- (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its assets for the time being comprised within an assignment created by Clause 3.2 (*Assignment*) or within a mortgage or fixed charge created by Clause 3.1 (*Mortgages and Fixed Charges*) or arising on crystallisation of a floating charge whether under Clause 3.4 (*Conversion of a Floating Charge*) or otherwise, or part with possession or ownership of them, or purport or agree to do so,

except if not prohibited by the Credit Agreement or with the prior written consent of the Security Agent, or as created under the Original Debenture.

6. Representations

6.1 General

The Supplemental Chargor makes the representations and warranties set out in this Clause 6 (*Representations*) to the Security Agent and to each other Secured Party on the date of this Supplemental Debenture.

6.2 Ownership of Charged Property

The Supplemental Chargor is the sole legal and beneficial owner of all of the Charged Property identified against its name in schedules 1 to 3 (inclusive).

6.3 Charged Securities

The Shares listed in schedule 1 (*Shares*) of the Original Debenture are fully paid and constitute the entire share capital owned by the Supplemental Chargor in the relevant company at the date of this Supplemental Debenture and constitute the entire share capital of each such company at the date of this Supplemental Debenture.

6.4 **PSC Regime Representations**

- (a) The Supplemental Chargor has not received any warning notice or restrictions notice pursuant to Part 21A of the Companies Act 2006 from any member of the Group in respect of which it holds shares charged pursuant to this Supplemental Debenture.
- (b) The Supplemental Chargor has not issued any warning notice or restrictions notice under Schedule 1B of the Companies Act 2006.

7. **Power of Attorney**

The Supplemental Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any person nominated for such purpose by the Security Agent or any Receiver in writing as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed:

- (a) at any time after the occurrence and during the continuance of a Declared Default; or
- (b) if the Supplemental Chargor has failed to perform any obligation under this Debenture and such failure has not been remedied no later than the date falling five (5) Business Days after a written request from the Security Agent,

to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Debenture, or which may be required to enable the exercise of any rights or powers conferred on the Security Agent or any Receiver under this Debenture or by law or otherwise for any of the purposes of this Debenture, and the Supplemental Chargor covenants with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed (or purported to be made, done or executed) by that attorney.

8. **Miscellaneous**

8.1 **Incorporation of provisions from the Original Debenture**

The provisions of clauses 6 (*Protection of Security*), 7 (*Continuing Security*), 8 (*Enforcement of Security*), 10 (*Receivers*), 11 (*Application of Proceeds*), 12 (*Protection of Security Agent and Receiver*), 14 (*Protection for Third Parties*), 15 (*Discharge and Release*), and 19 (*Changes to Parties*) of the Original Debenture are incorporated into this Supplemental Debenture as if set out in full in this Supplemental Debenture, but so that reference in those clauses to:

- (a) the “**Secured Obligations**” are references to the Secured Obligations defined hereunder;
- (b) the “**Secured Parties**” are references to the Secured Parties defined hereunder;
- (c) the “**Credit Agreement**” are references to the Credit Agreement defined hereunder; and

- (d) references to the “**Chargor**” are references to the Supplemental Chargor as defined hereunder.

8.2 **Counterparts**

This Supplemental Debenture 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 Debenture. Delivery of a counterpart of this Supplemental Debenture by e-mail attachment or telecopy shall be an effective mode of delivery.

8.3 **Invalidity of any Provision**

If any provision of this Supplemental Debenture is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

8.4 **Failure to Execute**

Failure by one or more parties (“**Non-Signatories**”) to execute this Supplemental Debenture on the date hereof will not invalidate the provisions of this Supplemental Debenture as between the other parties who do execute this Supplemental Debenture. Such Non-Signatories may execute this Supplemental Debenture on a subsequent date and will thereupon become bound by its provisions.

8.5 **Remedies and Waivers**

No failure to exercise, nor any delay in exercising, on the part of the Security Agent (or any other Secured Party), any right or remedy under this Supplemental Debenture shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

9. **Governing Law and Jurisdiction**

9.1 **Governing Law**

This Supplemental Debenture and any dispute, proceedings or claims of whatever nature arising out of or in connection with it or its formation (including any non-contractual obligations) are governed by English law.

9.2 **Jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a “**Dispute**”).

9.3 **Convenient Forum**

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

9.4 **Exclusive Jurisdiction**

Clause 9.2 (*Jurisdiction*) and Clause 9.3 (*Convenient Forum*) are for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating

to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

In witness whereof this Supplemental Debenture has been duly executed and delivered as a deed on the date first above written.

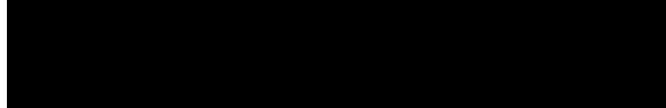
Signatories to Supplemental Debenture

The Supplemental Chargor

Executed as a Deed by

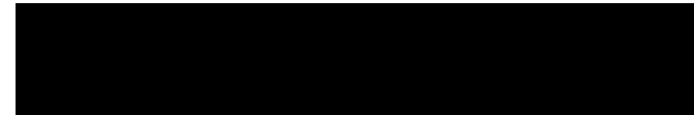
VISTAJET INTERNATIONAL LIMITED

acting by:



Name: Richard Mark Batchelor

Director



Name: Iain Frank Rubli

Director/Secretary

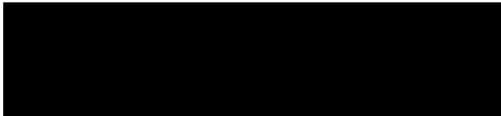
The Security Agent

Signed by
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH



Name: D. Andrew Maletta

Title: Authorized Signatory



Name: Ilan Dolgin

Title: Authorized Signatory