

## Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

**155(6)b**

Page 1

The assistance is for the purpose of ~~£100,000,000~~ [reducing or discharging a liability incurred for the purpose of that acquisition] † (note 1)

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

The number and class of the shares acquired or to be acquired is See Annexure 2

The assistance is to be given to (note 2) De Facto 1341 Limited  
(company number 5738391) whose registered office is Waterway House,  
3 Brentwaters Business Park, The Ham Brentford, Middlesex TW8 8HQ (the  
"Purchaser")

The assistance will take the form of

See Annexure 3

The person who [has acquired] ~~£100,000,000~~ † the shares is  
The Purchaser

† delete as appropriate

The principal terms on which the assistance will be given are

See Annexure 4

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is Nil

The amount of cash to be transferred to the person assisted is £ See Annexure 5

The value of any asset to be transferred to the person assisted is £ Nil

Please do not  
write in this  
margin

The date on which the assistance is to be given is See Annexure 6

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

☒ We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

delete either (a) or  
(b) as appropriate

(a) ☒ We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date)\* (note 3)

(b) ~~XXXXXX We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date)\* (note 3)~~

And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at

10 Snow Hill, London EC1A 2AL

Declarants to sign below

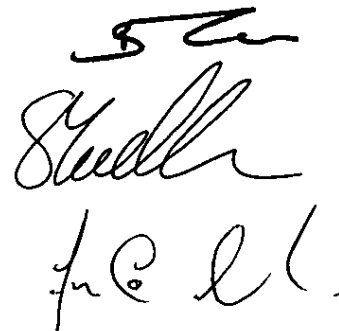
on 

Day	Month	Year
31	07	2007

before me

Michael Birch

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths



## NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form
- 5 The address for companies registered in England and Wales or Wales is -

The Registrar of Companies  
Companies House  
Crown Way  
Cardiff  
CF14 3UZ

or, for companies registered in Scotland -

The Registrar of Companies  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

**MARKEN LIMITED**  
**REGISTERED NUMBER 1485138**

**FORM 155(6)b**

**ANNEXURE 1**

Bruce Timothy Craig of 54 Ocean Club Estate, Lakeview Court, Paradise Island, Nassau, Bahamas,  
Finian Noel O'Driscoll of Garsdale House, 3 Timberley Place, Crowthorne, Berkshire RG45 6BB, and  
Simon Mueller of 34 Bridgefield, Farnham, Surrey GU9 8AW

**MARKEN LIMITED**  
**REGISTERED NUMBER 1485138**

**FORM 155(6)b**

**ANNEXURE 2**

Terms defined in this statutory declaration (including the other Annexures) have the same meaning in this Annexure unless otherwise stated or the context otherwise requires

The number and class of the shares acquired is

100 ordinary shares of £1 00 each in the capital of Marken Limited

**MARKEN LIMITED**  
**REGISTERED NUMBER 1485138**

**FORM 155(6)b**

**ANNEXURE 3**

Terms defined in this statutory declaration (including the other Annexures) have the same meaning in this Annexure unless otherwise stated or the context otherwise requires

The assistance will take the form of the execution, delivery and performance by the Charging Company of the following documents

- A the Senior Facilities Agreement,
- B the Mezzanine Bond Subscription Agreement,
- C the Intercreditor Agreement,
- D the Debenture, and
- E the Upstream Loan Agreement

**MARKEN LIMITED**  
**REGISTERED NUMBER 1485138**

**FORM 155(6)b**

**ANNEXURE 4**

**Part I**

Terms defined in this statutory declaration (including the other Annexures) have the same meaning in this Annexure unless otherwise stated or the context otherwise requires

The principal terms on which the assistance will be given are as follows

- A Under the terms of the Senior Facilities Agreement, the Charging Company irrevocably and unconditionally
- (a) guarantees to each Finance Party the punctual performance by each Borrower of all that Borrower's payment obligations under the Finance Documents,
  - (b) undertakes with each Finance Party that whenever a Borrower does not pay any amount when due and payable under or in connection with any Finance Document, the Charging Company shall immediately on demand pay that amount as if it were the principal obligor, and
  - (c) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover

The Charging Company also gives various other indemnities in favour of the Finance Parties

- B Under the terms of the Mezzanine Bond Subscription Agreement, the Charging Company irrevocably and unconditionally
- (a) guarantees to each Mezzanine Finance Party punctual performance by the Mezzanine Borrower of all that Mezzanine Borrower's payment obligations under the Mezzanine Finance Documents,
  - (b) undertakes with each Mezzanine Finance Party that whenever the Mezzanine Borrower does not pay any amount when due and payable under or in connection with any Mezzanine Finance Document, the Charging Company shall immediately on demand pay that amount as if it were the principal obligor, and
  - (c) indemnifies each Mezzanine Finance Party immediately on demand against any cost, loss or liability suffered by that Mezzanine Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Mezzanine Finance Party would otherwise have been entitled to recover

The Charging Company also gives various other indemnities in favour of the Mezzanine Finance Parties

C Under the terms of the Intercreditor Agreement, the Charging Company acknowledges and agrees to the priority arrangements in favour of, and the rights and obligations of, the Secured Parties as more particularly set out therein

D Under the terms of the Debenture, the Charging Company agrees and covenants as follows

1 Covenant to pay

The Charging Company, as a principal obligor and not merely as surety, covenants in favour of the Security Agent that it will pay and/or discharge the Secured Obligations from time to time when they fall due and payable

2 Fixed Charges

The Charging Company charges and agrees to charge all the present and future right, title and interest of the Charging Company in and to the following assets which are at any time owned by the Charging Company, or in which the Charging Company from time to time has an interest (in each case, to the extent permitted)

(i) by way of first legal mortgage

(a) the Property (if any) specified in Part 1 of Schedule 2 to the Debenture (*Details of Security Assets*), and

(b) all other freehold or Long Leasehold Property (if any) at the date of the Debenture vested in, or charged to, the Charging Company (not charged by Clause 4 1(a)(ii) of the Debenture),

(ii) by way of first fixed charge

(a) all other freehold or Long Leasehold Property and all interests in freehold or Long Leasehold Property (not charged by Clause 4 1(a) of the Debenture), and

(b) all licences to enter upon or use freehold or Long Leasehold land and the benefit of all other agreements relating to such land,

(iii) by way of first fixed charge all plant and machinery (to the extent not charged under Clause 4 1(a) or Clause 4 1(b) of the Debenture) and the benefit of all contracts (to the extent permitted), licences and warranties relating to the same but excluding any such assets which are not owned by the Charging Company,

(a) by way of first fixed charge

(b) all computers, vehicles, office equipment and other equipment (not charged by Clause 4 1(c) of the Debenture, and

(c) the benefit of all contracts (to the extent permitted), licences and warranties relating to the same,

but excluding any such assets which are not owned by the Charging Company



(iv) by way of

- (a) first fixed charge all the Charged Securities referred to in Part 2 of Schedule 2 to the Debenture (*Details of Security Assets*),
- (b) first fixed charge all other Charged Securities (not charged by Clause 4 1(a)(i) of the Debenture),

but excluding any such assets which are not owned by the Charging Company,

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,

(v) by way of first fixed charge

- (a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts,
- (b) all monies standing to the credit of the Charging Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by Clause 4 1(e)(i) of the Debenture, and
- (c) the Mandatory Prepayment Account and all monies at any time standing to the credit of the Mandatory Prepayment Account, which account shall at all times be operated in accordance with the terms of the Senior Facilities Agreement and the Mezzanine Bond Subscription Agreement

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing (but subject always to the proviso that any funds held in the Holding Account (as defined in the Senior Facilities Agreement and the Mezzanine Bond Subscription Agreement) shall not be secured by Clause 4 1(e) of the Debenture),

(vi) by way of first fixed charge

- (a) the Intellectual Property (if any) specified in Part 4 of Schedule 2 to the Debenture (*Details of Security Assets*), and
- (b) all other Intellectual Property (if any) (not charged by Clause 4 1(f)(i) of the Debenture),

but excluding any such assets which are not owned by the Charging Company,

- (vii) to the extent that any of the Assigned Assets are not effectively assigned under Clause 4 2 of the Debenture (*Security assignments*), by way of first fixed charge those Assigned Assets,

(viii) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture)

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Charging Company or the use of any of its assets, and
- (b) the benefit of any letter of credit issued in favour of the Charging Company and all bills of exchange and other negotiable instruments held by it, and

by way of first fixed charge all of the goodwill and uncalled capital of the Charging Company

### 3 Security Assignment

The Charging Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

- (i) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom (save that the exercise of all rights and remedies in connection with such Relevant Contracts and any entitlement to all proceeds and claims arising therefrom shall, in the absence of an Event of Default which is continuing, be exercised at the sole discretion of the Charging Company, subject always to the terms of the Senior Facilities Agreement and the Mezzanine Bond Subscription Agreement),
- (ii) the Insurances, all claims under the Insurances and all proceeds of the Insurances, and
- (iii) immediately following the occurrence of a Declared Default all other Receivables (not otherwise assigned under Clause 4 2(a) or 4 2(b) of the Debenture)

subject always, in each case, to the proviso that the Security Agent (in whatever capacity) shall release any funds recovered under the Relevant Contract or the Insurances to the Holding Account and any funds held in the Holding Account (as defined in the Senior Facilities Agreement and the Mezzanine Bond Subscription Agreement) shall not be assigned. To the extent that any Assigned Asset described in Clause 4 2(b) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate only as an assignment of all present and future rights and claims of the Charging Company to any proceeds of the Assigned Asset

### 4 Floating Charge

The Charging Company charges and agrees to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of Clause 4 1 (*Fixed charges*), Clause 4 2 (*Security assignments*) or any other provision of the Debenture, and
- (b) (whether or not effectively so charged) heritable property and all other property and assets in Scotland

5 Further assurance

- (i) Subject to the Agreed Security Principles, the Charging Company shall (and the Parent shall procure that each member of the Group will) at its own expense promptly 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 Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignation, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security constituted by the Debenture) or for the exercise of any rights, powers and remedies of the Security Agent or the Finance Parties provided by or pursuant to the Finance Documents or by law,
  - (b) to confer on the Security Agent or confer on the Finance Parties Security over any property and assets of the Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or
  - (c) to facilitate after the enforcement of the Security created under the Debenture the realisation of the assets which are, or are intended to be, the subject of the Security constituted by the Debenture provided that unless an Event of Default is continuing, those acts or documents shall not include taking any legal mortgage over any of the Charging Company's Property constituted by a rack rent lease or licence and provided that the circumstances in which such action may include serving a notice of security on any counterparty shall be determined by the Debenture
- (ii) The Charging Company shall (and the Parent shall procure that each member of the Group shall) take all such action as the Security Agent may reasonably specify (including making all filings and registrations) as being necessary for the purpose of the creation, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Finance Parties by or pursuant to the Finance Documents provided that no security document required to be entered into pursuant to Clause 5(1) above shall contain terms and conditions that are more onerous than those contained in the Debenture

6 Indemnities

- (a) The Charging Company shall
  - (i) pay all present and future stamp, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of the Debenture, or any judgment given in connection therewith, and
  - (ii) indemnify the Security Agent, each of the other Secured Parties and any Receiver within three (3) Business Days of demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges
- (b) The Charging Company shall indemnify the Security Agent against all costs,

charges and expenses properly incurred in relation to the currency conversion referred to in Clause 25 (*Currencies*) of the Debenture

- (c) The Charging Company shall indemnify the Security Agent, each other Secured Party, any Receiver and any attorney, agent or other person appointed by the Security Agent under the Debenture and the Security Agent's officers and employees (each an "**Indemnified Party**") within five (5) Business Days of demand against any cost, loss, liability or expense (however arising, but excluding any act or omission caused by the wilful default or gross negligence of the Security Agent or any Secured Party) properly incurred by any of the Indemnified Parties as a result of or in connection with

- (i) anything done or omitted in the proper exercise or purported exercise of the powers contained in the Debenture,
- (ii) the Security Assets or the use or occupation of them by any person, or
- (iii) any breach by the Charging Company of any of its obligations under the Debenture

- E Under the terms of the Upstream Loan Agreement, the Charging Company (amongst others) grants to, among others, the Purchaser, upon the terms and conditions of the Upstream Loan Agreement, loan facilities of up to £600,000,000 or such other amount as may be agreed from time to time

**MARKEN LIMITED**  
**REGISTERED NUMBER 1485138**

**FORM 155(6)b**

**ANNEXURE 4**

**Part II**

Terms used in this statutory declaration (including the other Annexures) have the following meanings

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement,

**"Additional Guarantor"** means a company which becomes a Guarantor in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement,

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,

**"Agent"** means Lloyds TSB Bank plc,

**"Agreed Security Principles"** means the principles set out in Schedule 13 (Agreed Security Principles) of the Senior Facilities Agreement,

**"Ancillary Document"** means each document relating to or evidencing the terms of an Ancillary Facility,

**"Ancillary Facility"** means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Redenomination*) of the Senior Facilities Agreement,

**"Ancillary Lender"** means each Senior Lender (or Affiliate of a Senior Lender) which makes available an Ancillary Facility in accordance with Clause 9 (*Redenomination*) of the Senior Facilities Agreement,

**"Arranger"** means Lloyds TSB Bank plc,

**"Assigned Assets"** means the Security Assets expressed to be assigned by way of security pursuant to Clause 4.2 (*Security assignments*) of the Debenture,

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 31 (*Changes to the Obligors*) of the Senior Facilities Agreement,

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London and

- (a) (in relation to any date for the payment or purchase of a currency other than euro) the principle financial centre of the country of that currency), or
- (b) (in relation to any date for the payment or purchase of euro) any TARGET date,

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

**"Charged Property"** means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security,

**"Charged Securities"** means

- (a) the securities specified in Part 2 of Schedule 2 (*Details of Security Assets*) to the Debenture, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in Part II of Schedule II to the Financial Services and Markets Act 2000 in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Charging Company or in which the Charging Company has an interest at any time,

**"Debenture"** means the debenture dated on or about the date of this statutory declaration between, among others, the Charging Company and the Security Agent,

**"Declared Default"** means an Event of Default which has occurred and, in respect of which the Agent or, if relevant, the Mezzanine Agent, has given notice to the Parent of its intention to enforce pursuant to Clause 29 19 (*Acceleration*) of the Senior Facilities Agreement or (subject to the terms of the Intercreditor Agreement) pursuant to Clause 24 22 of the Mezzanine Bond Subscription Agreement,

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent,

**"Event of Default"** means an event or circumstance specified as such in Clause 29 (*Events of Default*) of the Senior Facilities Agreement or Clause 24 of the Mezzanine Bond Subscription Agreement,

**"Facility B"** means the term loan facility made available under the Senior Facilities Agreement as described in Clauses 2 1(a)(i) to (iii) (*The Facilities*) of the Senior Facilities Agreement,

**"Facility C"** means the term loan facility made available under the Senior Facilities Agreement as described in Clauses 2 1(a)(iv) to (v) (*The Facilities*) of the Senior Facilities Agreement,

**"Facility D"** means the term loan facility made available under the Senior Facilities Agreement as described in Clauses 2 1(a)(vi) (*The Facilities*) of the Senior Facilities Agreement,

**"Finance Document"** means a Senior Finance Document or a Mezzanine Finance Document,

**"French Law Share Pledge"** means a French law share pledge dated on or about the date of this statutory declaration and given by De Facto 1336 Limited in favour of the Security Agent,

**"Group"** means the Parent and each of its Subsidiaries for the time being,

**"Guarantor"** has the meaning set out in the Senior Facilities Agreement,

**"Hedge Counterparty"** means a Senior Lender or an Affiliate of a Senior Lender which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the Intercreditor Agreement,

**"Holding Account"** means an interest bearing account

- (a) held in the United Kingdom by a member of the Group with the Agent or Security Agent,
- (b) identified in a letter between the Parent and the Agent as a Holding Account, and

- (c) subject to Security in favour of the Security Agent which Security is constituted by the Transaction Security or is otherwise in form and substance satisfactory to the Security Agent (acting reasonably),

(as the same may be redesignated, substituted or replaced from time to time),

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,

**"Insurances"** means all policies of insurance (excluding the Keyman Life Policies) which are at any time held by or written in favour of the Charging Company, or in which the Charging Company from time to time has an interest,

**"Insurance Assignment of Keyman Life Policies"** means the insurance assignment of keyman life policies dated on or about the date of this statutory declaration and made between the Company and the Security Agent,

**"Intellectual Property"** means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group,

**"Intercreditor Agreement"** means the intercreditor agreement dated on or about the date of this statutory declaration and made between, among others, the Parent, the other Obligors, Lloyds TSB Bank plc as Security Agent, Lloyds TSB Bank plc as Senior Agent, Lloyds TSB Bank plc as Senior Arranger, Intermediate Capital Group plc as the mezzanine agent, the Hedge Counterparties, the Mezzanine Bondholders, and the Investors (each as defined in the Intercreditor Agreement),

**"Investment Agreement"** means the investment agreement dated 29 March 2006 and made between the Parent and the Investors,

**"Investors"** has the meaning set out in the Senior Facilities Agreement,

**"Issuing Bank"** means the Original Issuing Bank (as defined in the Senior Facilities Agreement) and any other Senior Lender which has notified the Agent that it has agreed to the Parent's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement (and if more than one Lender has so agreed, such Lenders shall be referred to whether acting individually or together as the **"Issuing Bank"**) provided that, in respect of a Letter of Credit issued or to be issued pursuant to the Senior Facilities Agreement, the **"Issuing Bank"** shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit,

**"Keyman Life Policies"** means those keyman life policies listed in Schedule 1 to the Insurance Assignment of Keyman Life Policies,

**"Letter of Credit"** means

- (a) a letter of credit, substantially in the form set out in Schedule 11 (*Form of Letter of Credit*) to the Senior Facilities Agreement or in any other form requested by the Parent and agreed by the Issuing Bank, or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Parent on its behalf) and agreed by the Issuing Bank (acting reasonably),

**"Long Leasehold Property"** means leasehold Real Property with a term of 25 years or more,

**"Mandatory Prepayment Account"** means an interest-bearing account

- (a) held in the United Kingdom by a Borrower with the Agent or Security Agent,
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Agent which Security is constituted by the Transaction Security or is otherwise in form and substance satisfactory to the Agent and Security Agent (acting reasonably), and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Senior Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time),

**"Mezzanine Agent"** means Intermediate Capital Group plc,

**"Mezzanine Arranger"** means Intermediate Capital Group plc,

**"Mezzanine Borrower"** means Platinum France Investissements S A S ,

**"Mezzanine Finance Document"** has the meaning ascribed to "Mezzanine Finance Documents" under the Intercreditor Agreement,

**"Mezzanine Finance Party"** means the Mezzanine Arranger, the Original Bondholders, the Mezzanine Agent and the Security Agent each as defined in the Mezzanine Bond Subscription Agreement,

**"Mezzanine Bond Subscription Agreement"** means the mezzanine bond subscription agreement dated the same date as the Senior Facilities Agreement and made between (1) Platinum France Investissements S A S as Issuer, (2) the companies listed in Part 1 of Schedule 2 thereof as Original Guarantors, (3) Intermediate Capital Group plc as the Arranger, (4) the financial institutions listed in Part 2 of Schedule 2 thereof as the Original Bondholders, (5) Intermediate Capital Group plc as the Agent and (6) Lloyds TSB Bank plc as Security Agent,

**"Obligor"** means a Borrower or a Guarantor,

**"Original Bondholders"** has the meaning ascribed thereto in the Mezzanine Bond Subscription Agreement,

**"Original Borrower"** means Platinum France Investissements S A S (a company registered in France with company number 489 072 009) De Facto 1341 Limited (a company registered in England and Wales with company number 5738391), Marken Limited (a company registered in England and Wales with company number 1485138), Marken Time Critical Express Limited (a company registered in England and Wales with company number 4438909), Marken S A S (a company registered in France with company number 414 962 399),

**"Original Lender"** means Lloyds TSB Bank plc,

**"Parent"** means Iridium Holding Limited (a company registered in England and Wales with company number 6322624),

**"Party"** means a party to the Senior Facilities Agreement,



**"Property"** means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at the date of the Debenture or at any time thereafter, belonging to the Charging Company, or in which the Charging Company has an interest at any time (including the registered and unregistered land (if any)) in England and Wales specified in Part 1 of Schedule 2 (*Details of Security Asset*) to the Debenture, together with

- (a) all buildings and fixtures and fixed plant and machinery at any time thereon (excluding trade fixtures which are not owned by the Charging Company),
- (b) all easements, rights and agreements in respect thereof,
- (c) all proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect thereof,

**"Real Property"** means

- (a) any freehold, leasehold or immovable property, and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property,

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property,

**"Receivables"** means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

**"Related Rights"** means, in relation to any Charged Securities

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (b) below,
- (b) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Relevant Contract"** means each of the agreements specified in Part 5 of Schedule 2 (*Details of Security Assets*) of the Debenture together with each other agreement supplementing or amending or novating or replacing the same,

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any member of the Group to the Security Agent and/or the other Secured Parties (or any of them) under or pursuant to any Finance Document to which any member of the Group is a Party (including all monies covenanted to be paid under the Debenture), provided that no obligation or liability shall be included in the definition of **"Secured Obligations"** to the extent that, if it were so included, the Debenture or

the French Law Share Pledge (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985,

**"Secured Parties"** has the meaning given to that term in the Intercreditor Agreement,

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement entered into for the purpose of and having the effect of providing security,

**"Security Account"** means

- (a) such specially designated account(s) with the Security Agent as the Security Agent may from time to time direct, or
- (b) such other account(s) with such other bank as the Security Agent may from time to time direct,

together with all additions to or renewals or replacements thereof (in whatever currency)

**"Security Agent"** means Lloyds TSB Bank plc (acting as agent for and on behalf of the Secured Parties),

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

**"Senior Facilities Agreement"** means the facilities agreement dated on or about the date of this statutory declaration and made between (1) Iridium Holding Limited as the Parent, (2) Iridium Bidco Limited as Bidco, (3) Platinum France Investissements S A S as the Company, (4) De Facto 1341 Limited as UK Newco 3 (5) the parties named in Part 1 of Schedule 1 thereto as the Original Borrowers, (6) the parties named in Part 1 of Schedule 1 thereto as Original Guarantors, (7) Lloyds TSB Bank plc as Arranger, (8) the financial institutions listed in Part 2 of Schedule 1 thereto as the Original Lenders, (9) Lloyds TSB Bank plc as Agent, (10) Lloyds TSB Bank plc as the Security Agent and (11) Lloyds TSB Bank plc as the Original Issuing Bank pursuant to which the Original Lenders agreed to make certain facilities available to the Original Borrower upon the terms and conditions set out therein,

**"Senior Finance Document"** has the meaning ascribed to "Senior Finance Documents" under the Intercreditor Agreement,

**"Senior Finance Party"** means the Agent, the Arranger, the Security Agent, a Senior Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender,

**"Senior Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 30 (*Changes to the Lenders*) of the Senior Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Senior Facilities Agreement,

**"Subsidiary"** of a company or corporation means any company or corporation

- (a) which is controlled, directly or indirectly by the first-mentioned company or corporation, or

- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or
- (c) which is a subsidiary of another subsidiary of the first mentioned company or corporation,

and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or control the composition of its board of directors or equivalent body,

**"Tax"** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same),

**"Term Facility"** means Facility B, Facility C or Facility D,

**"Transaction Security"** means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents,

**"Transaction Security Documents"** means each of the documents specified in

- (a) paragraph 3(h) of Part 1 of Schedule 2 (*Conditions precedent*), and
- (b) paragraph 12 of Part 2 of Schedule 2 (*Conditions precedent*),

together with any other document entered into by any Obligor creating or expressed to create any Security in favour of any Senior Finance Party in relation to the obligations of any Obligor under any Finance Document, and

**"Upstream Loan Agreement"** means the upstream loan agreement dated on or about the date of this statutory declaration between, among others, the Charging Company as Lender and Platinum France Investissements S A S and Iridium Bidco Limited as Borrowers

**MARKEN LIMITED**  
**REGISTERED NUMBER 1485138**

**FORM 155(6)b**

**ANNEXURE 4**

**Part III**

Any reference in this statutory declaration (including the other Annexures) to any agreement or instrument is a reference to such agreement or instrument as from time to time amended, restated, supplemented, varied or novated from time to time (however fundamentally) Any reference to a person shall include a reference to that person's successors, transferees and assigns

**MARKEN LIMITED**  
**REGISTERED NUMBER 1485138**

**FORM 155(6)b**

**ANNEXURE 5**

Terms defined in this statutory declaration (including the other Annexures) have the same meaning in this Annexure unless otherwise stated or the context otherwise requires

Nil at the date of this statutory declaration, but up to £600,000,000 (being the maximum amount available under the Upstream Loan Agreement) or such other amount as may be agreed from time to time between the parties to the Upstream Loan Agreement

**MARKEN LIMITED  
REGISTERED NUMBER 1485138**

**FORM 155(6)b**

**ANNEXURE 6**

Terms defined in this statutory declaration (including the other Annexures) have the same meaning in this Annexure unless otherwise stated or the context otherwise requires

The assistance may be given on any date within eight weeks of the date of this statutory declaration



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The Ham  
Brentford  
Middlesex TW8 8HQ

Our ref kb/cc

Contact Keith Buck  
Tel 020 7311 1000  
Ext 5250

31 July 2007

Dear Sirs

**Auditors' report to the directors of Marken Limited (the "Company") pursuant to Section 156(4) of the Companies Act 1985 (as amended) (the "Act")**

We have examined the attached statutory declaration of the directors dated 31 July 2007 in connection with the proposal that the Company's subsidiary, Marken Time Critical Express Limited, should give financial assistance for the purpose of reducing or discharging a liability incurred for the purpose of the acquisition of 100 ordinary shares of £1 each in the capital of the Company

This report is made solely to the Company's directors as a body in accordance with section 156(4) of the Act. Our work has been undertaken so that we as the Company's auditors might state to the Company's directors those matters we are required to state to them in a report under section 156(4) of the Act and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's directors as a body for our work under section 156(4) of the Act or for this report.

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in Section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.

Yours faithfully

*KPMG LLP*  
KPMG LLP  
Registered Auditor