

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 5)\*

ENCORE CAPITAL GROUP, INC.

(Name of Issuer)

Common Stock, par value \$0.01 per share

(Title of Class of Securities)

292554102

(CUSIP Number)

JCF FPK I L.P.  
JCF Associates II-A L.P.  
JCF Associates II-A LLC  
JCF Associates II L.P.  
JCF Associates II Ltd.  
J. Christopher Flowers

717 Fifth Avenue, 26th Floor  
New York, NY 10022  
Attention: Sally Rocker  
Telephone: (212) 404-6800

Copy to:

Michael Wolfson  
Simpson Thacher & Bartlett LLP  
One Ropemaker Street  
London EC2Y 9HU  
+44 207 275 6500

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

November 8, 2011

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 292554102

1. Name of Reporting Person  
JCF FPK I L.P.

2. Check the Appropriate Box if a Member of a Group

(a)  x

(b)  o

3. SEC Use Only

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4. Source of Funds  
N/A

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
Delaware

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7. Sole Voting Power  
None (See Item 5)

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
361,315 shares (See Item 5)

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9. Sole Dispositive Power  
None (See Item 5)

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10. Shared Dispositive Power  
361,315 shares (See Item 5)

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
361,315 shares (See Item 5)

---

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Items 2 and 5)

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13. Percent of Class Represented by Amount in Row (11)  
1.47%+

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14. Type of Reporting Person  
PN

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+ Based on 24,507,190 shares of Common Stock outstanding as of October 28, 2011, as reported in the prospectus supplement filed by Encore Capital Group, Inc. with the Securities and Exchange Commission on November 3, 2011.

1. Name of Reporting Person  
JCF Associates II-A LP

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2. Check the Appropriate Box if a Member of a Group

(a)  x

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(b)  o

---

3. SEC Use Only

---

4. Source of Funds  
N/A

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  o

---

6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
None (See Item 5)

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
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9. Sole Dispositive Power  
None (See Item 5)

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10. Shared Dispositive Power  
361,315 shares (See Item 5)

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1.47%+

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14. Type of Reporting Person  
PN

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CUSIP No. 292554102

1. Name of Reporting Person  
JCF Associates II-A LLC

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2. Check the Appropriate Box if a Member of a Group

(a)  x

---

(b)  o

---

3. SEC Use Only

---

4. Source of Funds  
N/A

---

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  o

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6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
None (See Item 5)

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
361,315 shares (See Item 5)

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None (See Item 5)

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361,315 shares (See Item 5)

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361,315 shares (See Item 5)

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Items 2 and 5)  x

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13. Percent of Class Represented by Amount in Row (11)  
1.47%+

14. Type of Reporting Person  
OO

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+ Based on 24,507,190 shares of Common Stock outstanding as of October 28, 2011, as reported in the prospectus supplement filed by Encore Capital Group, Inc. with the Securities and Exchange Commission on November 3, 2011.

CUSIP No. 292554102

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1. Name of Reporting Person  
JCF Associates II L.P.

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2. Check the Appropriate Box if a Member of a Group

(a)  x

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(b)  o

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3. SEC Use Only

---

4. Source of Funds  
N/A

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)  o

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6. Citizenship or Place of Organization  
Delaware

---

7. Sole Voting Power  
None (See Item 5)

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
361,315 shares (See Item 5)

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9. Sole Dispositive Power  
None (See Item 5)

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361,315 shares (See Item 5)

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Items 2 and 5)

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13. Percent of Class Represented by Amount in Row (11)  
1.47%+

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14. Type of Reporting Person  
PN

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+ Based on 24,507,190 shares of Common Stock outstanding as of October 28, 2011, as reported in the prospectus supplement filed by Encore Capital Group, Inc. with the Securities and Exchange Commission on November 3, 2011.

CUSIP No. 292554102

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1. Name of Reporting Person  
JCF Associates II Ltd.

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2. Check the Appropriate Box if a Member of a Group

(a)

(b)

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3. SEC Use Only

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4. Source of Funds  
N/A

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
Delaware

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

7. Sole Voting Power  
None (See Item 5)

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8. Shared Voting Power  
361,315 shares (See Item 5)

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9. Sole Dispositive Power  
None (See Item 5)

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10. Shared Dispositive Power  
361,315 shares (See Item 5)

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
361,315 shares (See Item 5)

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Items 2 and 5)

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13. Percent of Class Represented by Amount in Row (11)  
1.47%+

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14. Type of Reporting Person  
OO

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+ Based on 24,507,190 shares of Common Stock outstanding as of October 28, 2011, as reported in the prospectus supplement filed by Encore Capital Group, Inc. with the Securities and Exchange Commission on November 3, 2011.

CUSIP No. 292554102

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1. Name of Reporting Person  
J. Christopher Flowers

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2. Check the Appropriate Box if a Member of a Group

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds  
N/A

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6. Citizenship or Place of Organization  
U.S. Citizen

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7. Sole Voting Power  
None (See Item 5)

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
361,315 shares (See Item 5)

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9. Sole Dispositive Power  
None (See Item 5)

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10. Shared Dispositive Power  
361,315 shares (See Item 5)

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
361,315 shares (See Item 5)

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Items 2 and 5)

---

13. Percent of Class Represented by Amount in Row (11)  
1.47%+

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14. Type of Reporting Person  
IN

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+ Based on 24,507,190 shares of Common Stock outstanding as of October 28, 2011, as reported in the prospectus supplement filed by Encore Capital Group, Inc. with the Securities and Exchange Commission on November 3, 2011.

This Amendment No. 5 ("Amendment No. 5") amends and supplements the statement on Schedule 13D, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 thereto filed by JCF FPK I L.P. ("JCF FPK"), JCF Associates II-A L.P., JCF Associates II-A LLC and J. Christopher Flowers and Amendment No. 4 thereto filed by JCF FPK I L.P., JCF Associates II-A L.P., JCF Associates II-A LLC, Mr. Flowers, JCF Associates II L.P. and JCF Associates II Ltd. (together, the "Schedule 13D") with respect to the common stock, par value \$0.01 per share ("Common Stock"), of Encore Capital Group, Inc., a Delaware corporation ("Encore"). This Amendment No. 5 is being filed to report a disposition of beneficial ownership of shares of Common Stock of Encore by the Reporting Persons (as defined herein) in an amount greater than 1% of the outstanding shares of Common Stock of Encore. Capitalized terms used and not defined in this Amendment No. 5 have the meanings set forth in the Schedule 13D. Except as specifically provided herein, this Amendment No. 5 does not modify any of the information previously reported in the Schedule 13D.

#### Item 4. Purpose of Transaction

Item 4 of this Schedule 13D is hereby amended and supplemented as follows:

On November 8, 2011, JCF FPK sold 3,610,000 shares of Common Stock to Morgan Stanley & Co. LLC ("Morgan Stanley") at a price of \$24.35 per share less an underwriting discount of \$0.60875 per share, pursuant to that certain Underwriting Agreement, dated as of November 3, 2011 (the "Underwriting Agreement"), by and among Encore, Morgan Stanley, and JCF FPK in connection with an underwritten public offering by Morgan Stanley of 3,610,000 shares of Common Stock (the "Public Offering").

Under the Underwriting Agreement, JCF FPK has agreed that, except for sales to Morgan Stanley pursuant to the Underwriting Agreement and subject to certain exceptions set forth in the Underwriting Agreement, it will not, during the period beginning on November 3, 2011 and ending 90 days after the date of the final prospectus relating to the Public Offering, without the prior written consent of Morgan Stanley: (a) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) by it or any other securities so owned convertible into or exercisable or exchangeable for Common Stock; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of



ownership of the Common Stock, whether any such transaction described in the foregoing (a) or (b) is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; or (c) file any registration statement with the Securities and Exchange Commission relating to the offering of any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock.

Under the Underwriting Agreement, JCF FPK has granted to Morgan Stanley the option to purchase from JCF FPK up to an additional 361,315 shares of Common Stock at a price of \$24.35 per share less an underwriting discount of \$0.60875 per share, for purposes of covering over-allotments made in connection with the Public Offering. This option is exercisable by JPM Securities no later than December 3, 2011.

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In addition, in connection with the Public Offering, and as required under the Underwriting Agreement, John Oros, who is a director of Encore, entered into lock-up letter agreement, dated November 2, 2011 (the "Lock-Up Agreement"), pursuant to which he has agreed that, subject to certain exceptions set forth in such Lock-Up Agreement, he will not, during the period beginning on November 8, 2011 and ending 90 days after the date of the final prospectus relating to the Public Offering, without the prior written consent of Morgan Stanley: (x) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Exchange Act) by him or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (y) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in the foregoing clause (x) or (y) is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. Mr. Oros holds 22,630 fully vested deferred issuance restricted stock units ("RSUs") for the benefit of J.C. Flowers & Co. LLC ("JCF LLC"). JCF LLC directly holds 23,214 shares of Common Stock. Timothy Hanford and Mr. Oros were granted an aggregate of 45,844 RSUs as compensation for their service as directors of Encore. In accordance with their employment arrangements with JCF LLC, RSUs granted to Messrs. Hanford and Oros are held by such individuals for the benefit of JCF LLC, and the shares issued upon the vesting of such RSUs, which occurs when the applicable individual resigns as a director of Encore, must be transferred to JCF LLC. Upon Mr. Hanford's resignation as a director of Encore on June 9, 2011, he transferred to JCF LLC the 23,214 shares that he received upon the vesting of the RSUs that had been granted to him.

Finally, in connection with the Public Offering, JCF FPK, Red Mountain Capital Partners II, L.P. and Red Mountain Capital Partners III, L.P. entered into a Termination Agreement, dated as of November 8, 2011 ("Termination Agreement"). The Termination Agreement provides that a prior Shareholder's Agreement between the parties, dated as of October 19, 2007 and concerning certain matters in relation to the parties' respective investments in Encore Common Stock, is terminated in its entirety and is of no further force or effect.

The foregoing summary of the Underwriting Agreement, the Lock-Up Agreement entered into by Mr. Oros and the Termination Agreement are qualified, respectively, by reference to the actual text of the Underwriting Agreement, the Lock-Up Agreement and the Termination Agreement. A copy of the Underwriting Agreement is filed as Exhibit 99.5 hereto and is hereby incorporated by reference in its entirety in response to this Item 4. A copy of the Lock-Up Agreement entered into by Mr. Oros is filed as Exhibit 99.6 hereto and is hereby incorporated by reference in its entirety in response to this Item 4. A copy of the Termination Agreement is filed as Exhibit 99.7 hereto and is hereby incorporated by reference in its entirety in response to this Item 4.

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## **Item 5. Interest in Securities of the Issuer**

Items 5(a), 5(b), 5(c) and 5(e) of this Schedule 13D are hereby amended and restated as follows:

(a)-(b) Each of the Reporting Persons may be deemed to have the shared power to vote or to direct to vote, in the aggregate, 361,315 shares of Common Stock, which represent approximately 1.47% of the outstanding Common Stock (based on 24,507,190 shares of Common Stock outstanding as of October 28, 2011, as reported in the prospectus supplement filed by Encore with the Securities and Exchange Commission on November 3, 2011). Each of the Reporting Persons disclaims beneficial ownership of the shares of Common Stock reported herein.

The disclosure in the last paragraph of Item 2 of this Schedule 13D is incorporated by reference in its entirety herein. Each of the Reporting Persons disclaims beneficial ownership of the shares of Common Stock reported herein.

(c) Other than the Public Offering described in Item 4 of this Amendment No. 5, there have been no transactions in shares of Common Stock during the past 60 days by any of the Reporting Persons or any other person named in Item 2 of this Schedule 13D.

(e) As a result of the Public Offering described in Item 4 of this Amendment No. 5, the Reporting Persons ceased to be the beneficial owners of more than five percent of the outstanding Common Stock as of November 8, 2011.

## **Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer**

Item 4 of this Schedule 13D is hereby incorporated by reference into this Item 6.

Other than as described elsewhere in this Schedule 13D, there are no contracts, arrangements, understandings or relationships among the Reporting Persons or any other person named in Item 2 of this Schedule 13D and between such persons and any person with respect to any securities of Encore.

## **Item 7. Material to Be Filed as Exhibits**

Item 7 of this Schedule 13D is hereby amended and supplemented as follows:

<u>Exhibit</u>	<u>Description</u>
99.5.	Underwriting Agreement, dated November 3, 2011, by and among Morgan Stanley & Co. LLC, Encore Capital Group, Inc., and JCF FPK I L.P. (incorporated by reference to Exhibit 1.1 to the Current Report on Form 8-K filed by Encore Capital Group, Inc. with the Securities and Exchange Commission on November 3, 2011).
99.6.	Letter, dated November 2, 2011 by John Oros in favor of Morgan Stanley & Co. LLC
99.7.	Termination Agreement, dated November 8, 2011 by and among JCF FPK I L.P., Red

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Mountain Capital Partners II, L.P. and Red Mountain Capital Partners III, L.P.

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**Signature**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: November 10, 2011

JCF FPK I L.P.

By: JCF Associates II-A L.P., its general partner

By: JCF Associates II-A LLC, its general partner

By: JCF Associates II L.P., its sole member

By: JCF Associates II Ltd., its general partner

By: /s/ Sally Rocker

Name: Sally Rocker

Title: Managing Director

JCF ASSOCIATES II-A L.P.

By: JCF Associates II-A LLC, its general partner

By: JCF Associates II L.P., its sole member

By: JCF Associates II Ltd., its general partner

By: /s/ Sally Rocker

Name: Sally Rocker

Title: Managing Director

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JCF ASSOCIATES II-A LLC

By: JCF Associates II L.P., its sole member

By: JCF Associates II Ltd., its general partner

By: /s/ Sally Rocker

Name: Sally Rocker

Title: Managing Director

JCF ASSOCIATES II L.P.

By: JCF Associates II Ltd., its general partner

By: /s/ Sally Rocker

Name: Sally Rocker  
Title: Managing Director

JCF ASSOCIATES II LTD.

By: /s/ Sally Rocker  
Name: Sally Rocker  
Title: Managing Director

J. CHRISTOPHER FLOWERS

/s/ J. Christopher Flowers

November 2, 2011

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC ("**Morgan Stanley**") proposes to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Encore Capital Group, Inc., a Delaware corporation (the "**Company**"), and JCF FPK I LP (the "**Selling Shareholder**"), providing for the public offering (the "**Public Offering**") by Morgan Stanley (the "**Underwriter**"), of 3,610,000 shares (the "**Shares**") of the common stock, par value \$0.01 per share, of the Company (the "**Common Stock**").

To induce the Underwriter that may participate in the Public Offering to continue their efforts in connection with the Public Offering, the undersigned hereby agrees that, without the prior written consent of Morgan Stanley, it will not, during the period commencing on the date hereof and ending 90 days after the date of the final prospectus relating to the Public Offering (the "**Prospectus**"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Stock or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Stock, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to shares of Common Stock or other securities acquired in open market transactions after the completion of the Public Offering, *provided* that no filing under Section 16(a) of the Exchange Act of 1934 shall be required or shall be voluntarily made in connection with subsequent sales of Common Stock or other securities acquired in such open market transactions, (b) transfers of shares of Common Stock or any security convertible into Common Stock as a bona fide gift, or (c) distributions of shares of Common Stock or any security convertible into Common Stock to limited partners or stockholders of the undersigned; *provided* that in the case of any transfer or distribution pursuant to

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clause (b) or (c), (i) each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter and (ii) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Common Stock, shall be required or shall be voluntarily made during the restricted period referred to in the foregoing sentence, (d) transfers of shares of Common Stock or any security convertible into Common Stock to any charitable organization, (e) in the case of any equity awards held by the undersigned that are exercised or vest during the 90-day restricted period, the disposition of shares of Common Stock to the Company to pay the exercise price or withholding tax obligations incurred by the undersigned upon such vesting (but only to such extent), or (f) any sales or transfers of shares of Common Stock by (i) the undersigned if he is no longer an officer or director of the Company, or (ii) the executors or heirs of the undersigned in the event of his death, provided that in either such case, no filing under Section 16(a) of the Exchange Act in connection with such disposition shall be required or voluntarily made during the 90-day restricted period. In addition, the undersigned agrees that, without the prior written consent of Morgan Stanley, it will not, during the period commencing on the date hereof and ending 90 days after the date of the Prospectus, make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's shares of Common Stock except in compliance with the foregoing restrictions.

In addition, nothing in this agreement shall prohibit the undersigned from establishing a trading plan pursuant to Rule 10b5-1 under the Exchange Act during the 90-day restricted period; *provided* that (1) no transactions thereunder are made prior to March 5, 2012 and (2) no public announcement or filing shall be required or made by the undersigned or the Company in connection with the establishment of the trading plan.

The undersigned understands that the Company and the Underwriter are relying upon this agreement in proceeding toward consummation of the Public Offering. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Public Offering actually occurs depends on a number of factors, including market conditions. Any Public Offering will only be made pursuant to an Underwriting Agreement, the terms of which are subject to negotiation between the Company and the Underwriter. Notwithstanding anything herein to the contrary, if (a) the Company notifies you in writing that it does not intend to proceed with the Public Offering, (b) the Underwriting Agreement does not become effective by November 30, 2011, (c) the Underwriting Agreement (other than the provisions thereof that survive termination) shall terminate or be terminated prior to payment for and delivery of

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the Shares to be sold thereunder, or (d) the Public Offering has not been completed by the 90<sup>th</sup> day following the date of the final prospectus relating to the Public Offering, the undersigned shall be released from all obligations under this agreement.

*[Signature page follows]*

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Very truly yours,

/s/ John J. Oros

(Name)

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J.C. Flowers & Co.,

717 Fifth Avenue,

New York NY 10022

(Address)

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*[Signature page to D+O Lock-up Agreement]*

TERMINATION AGREEMENT

This Termination Agreement, dated as of November 8, 2011 (this "Agreement"), is entered into among JCF FPK I LP, an Alberta limited partnership ("JCF FPK"), Red Mountain Capital Partners II, L.P., a Delaware limited partnership ("RMCP II"), and Red Mountain Capital Partners III, L.P., a Delaware limited partnership ("RMCP III" and, together with RMCP II and JCF FPK, the "Shareholders"), in relation to their respective investments in the common stock, par value \$0.01 per share (the "Common Stock"), of Encore Capital Group, Inc. (the "Company").

WITNESSETH

WHEREAS, the Shareholders have entered into that certain Shareholders' Agreement, dated as of October 19, 2007, concerning certain matters in relation to their respective investments in Common Stock (the "Prior Agreement");

WHEREAS, JCF FPK has agreed to sell up to 3,971,315 shares of Common Stock in an underwritten public offering (the "Offering"), such amount representing its entire investment in the Company; and

WHEREAS, the Shareholders mutually wish to terminate the Prior Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Termination. The Prior Agreement is hereby terminated in its entirety and of no further force or effect, and each of the Shareholders will have no further rights or obligations thereunder.
2. Permitted Transfer. Red Mountain hereby consents to all transfers by JCF FPK of Common Stock pursuant to that certain Underwriting Agreement, dated as of November 2, 2011, among JCF FPK, the Company and Morgan Stanley & Co. LLC relating to the Offering, and acknowledges and agrees that such transfers are "Permitted Transfers" (as defined in the Prior Agreement) under the Prior Agreement.
3. Cooperation. For the avoidance of doubt, the Shareholders will reasonably cooperate with each other to the extent necessary in relation to amending their respective filings with the Securities and Exchange Commission on Schedule 13D to reflect the signing of this Agreement and the Offering.
4. Entire Agreement. This Agreement constitutes the whole agreement among the parties hereto relating to the subject matter hereof and supersedes all prior agreements or understandings, both oral and written, among all of the parties hereto and thereto relating to the subject matter hereof.

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5. Counterparts. This Agreement may be executed in counterparts, and by different parties on separate counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

6. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

[Signature pages follow.]

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IN WITNESS WHEREOF, each of the undersigned has executed this Agreement or caused this Agreement to be duly executed as of the date first written above.

**JCF FPK I LP**

By: JCF Associates II-A LP, its general partner  
 By: JCF Associates II-A LLC, its general partner  
 By: JCF Associates II LP, its sole member  
 By: JCF Associates II Ltd, its general partner

/s/ Dan Katsikas  
 By: Name: Dan Katsikas  
 Title: Managing Director

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**RED MOUNTAIN CAPITAL PARTNERS II, L.P.**

By: RMCP GP LLC, its general partner

/s/ Willem Mesdag  
 By: Name: Willem Mesdag

Title: Authorized Signatory

**RED MOUNTAIN CAPITAL PARTNERS III, L.P.**

By: RMCP GP LLC, its general partner

/s/ Willem Mesdag

By: Name: Willem Mesdag  
Title: Authorized Signatory

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