

MG01

Particulars of a mortgage or charge



647134/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a S company. To do this, please use form MG01s

THURSDAY



L9A3XSB7

LD4

10/03/2011

85

COMPANIES HOUSE

For official use

1

Company details

Company number

0 7 1 9 6 3 7 9

Company name in full

MARLIN FINANCIAL INTERMEDIATE LIMITED

→ Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

2 8 0 2 2 0 1 1

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

SHARE CHARGE SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT DATED 28 FEBRUARY 2011 AND MADE BETWEEN MARLIN FINANCIAL INTERMEDIATE LIMITED (THE "CHARGOR") AND HAYMARKET FINANCIAL LLP (THE "SECURITY AGENT") (THE "SHARE CHARGE").

4

Amount secured

Amount secured

Please give us details of the amount secured by the mortgage or charge

All present and future moneys, obligations and liabilities owed by any Obligor to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, under or in connection with the Finance Documents (the "Secured Liabilities")

All capitalised terms in this form are defined in the main body of this form or in the Appendix to this form

Continuation page

Please use a continuation page if you need to enter more details

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

HAYMARKET FINANCIAL LLP

Address

86 JERMYN STREET, 6TH FLOOR, LONDON

Postcode

S W 1 Y 6 J D

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

As specified in Part 1 of the continuation sheets, together with the covenants and restrictions set out in Part 2 of the continuation sheets

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance
or discount

N/A

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X Macfarlane LLP

X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name CHARLIE PYWELL

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX 138 Chancery Lane

Telephone +44 (0)20 7831 9222



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales.

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART 1

Definitions

In this Form MG01, the following words and expressions shall have the same meanings respectively set out against them below

Charged Assets: all the assets for the time being subject to the Security created by the Share Charge (and references to the Charged Assets include references to any part of them),

Facilities Agreement: the agreement dated 24 February 2011 (as amended and restated on 28 February 2011) and made between, among others, Marlin Financial Group Limited, ME III Limited, Black Tip Capital Holdings Limited and the Security Agent relating to certain loan and other banking facilities,

Finance Document as defined in the Facility Agreement,

Finance Parties the Security Agent, Haymarket Financial Luxembourg 3 S à r l and Hayfin Opal Luxco 3 S a r l,

Intercreditor Agreement the intercreditor agreement dated 24 February 2011 between, among others, Topco and the Finance Parties,

Original Securities: 683,100 £0.01 A Ordinary Shares held by the Chargor in Black Tip Capital Holdings and 69,885 £0.01 B Ordinary Shares held by the Chargor in Black Tip Capital Holdings,

Permitted Security. as defined in the Facility Agreement,

Permitted Disposal: as defined in the Facility Agreement,

Receiver: a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of the Chargor,

Securities the Original Securities, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

Securities System any securities system or other system or facility providing means for the deposit of and/or clearance of transactions in securities, whether established in the United Kingdom or elsewhere,

Securities System Rights all rights of the Chargor present or future (and from time to time) against the operator of any Securities System in relation to any Securities that are held in a Securities System or against any third party through whom the Chargor holds such Securities or against any custodian or participant in relation to any Securities, and

Security a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

Short Particulars of all property mortgaged or charged

1 Fixed security

As a continuing security for the payment or discharge of the Secured Liabilities, the

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Chargor with full title guarantee charged to the Security Agent (as trustee for the Finance Parties), by way of fixed charge, all its</p> <p>1 1 <u>Securities,</u></p> <p>1 2 <u>all dividends, distributions, interest and other income accruing, paid or payable on the Securities,</u></p> <p>1 3 all stocks, shares, loan capital, securities, bonds, investments, rights or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect of the Securities, and</p> <p>1 4 Securities System Rights</p> <p style="text-align: center;">PART 2</p> <p style="text-align: center;">Restrictions</p> <p>1 Negative pledge and restriction on disposal</p> <p>The Chargor covenanted with the Security Agent that it will not at any time except in accordance with the terms of the Facilities Agreement</p> <p>1 1 create or purport to create or permit to subsist any Security other than Permitted Security on or in relation to the Charged Assets, or</p> <p>1 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets other than by way of a Permitted Disposal</p> <p>2 Dividends and voting rights prior to enforcement</p> <p>Until the security constituted by the Share Charge becomes enforceable</p> <p>2 1 all cash dividends or other cash distributions paid or payable in respect of the Securities may be paid directly to the Chargor which shall be permitted to apply such dividends or distributions as it deems fit to the extent permitted by the Facilities Agreement and the Intercreditor Agreement,</p> <p>2 2 any cash dividends or other cash distributions paid in respect of any of the Securities and received by the Security Agent or its nominee shall, on request by the Chargor, be released and paid to the Chargor,</p> <p>2 3 the Chargor may exercise all voting and other rights and powers attaching to the Securities and exercisable by the Chargor provided that the exercise of such voting and other rights and powers would not prejudice the Security Agent's security under the Share Charge or the value of the Securities or contravene any Finance Document, and</p> <p>2 4 the Security Agent will (to the extent that it has or will acquire any such rights or powers) exercise all voting and other rights and powers attaching to the Securities and exercisable by the Security Agent or its nominee as the Chargor may from time to time direct provided that acting in accordance with such directions would not prejudice the Security Agent's security under the Share Charge or the value of the Securities or contravene any Finance Document</p>	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 Dividends and voting rights post enforcement

After the security constituted the Share Charge has become enforceable

3 1 all dividends and other distributions paid in respect of the Securities and received by the Chargor shall be held on trust for the Security Agent (as trustee for the Finance Parties) and forthwith paid into an Account or, if received by the Security Agent or its nominee, shall be retained by the Security Agent, and

3 2 the Security Agent may exercise, or direct the exercise of, all voting and other rights and powers attaching to the Securities as the Security Agent may in its absolute discretion think fit and the Chargor shall, and shall procure that its nominees shall, comply with any directions from the Security Agent concerning the exercise of such rights and powers

4 Additional undertakings

The Chargor further undertook to the Security Agent that

4 1 it shall duly and promptly pay all calls, instalments and other moneys which may be payable from time to time in respect of the Securities, it being acknowledged by the Chargor that the Security Agent shall be under no liability whatsoever in respect of any such calls, instalments or other moneys,

4 2 it shall not without the Security Agent's prior consent or unless permitted under the Facilities Agreement amend, or agree to the amendment of, the memorandum or articles of association of any Securities Issuer or the rights or liabilities attaching to any of the Securities,

4 3 it shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it to do so) that no Securities Issuer will

4 3 1 consolidate or sub-divide any of its Securities or reduce or re-organise its share capital in any way (other than in respect of a Permitted Transaction),

4 3 2 issue any new shares or stock (other than in respect of a Permitted Share Issue or a Permitted Transaction), or

4 3 3 refuse to register any transfer of any of its Securities which may be lodged for registration by or on behalf of the Security Agent or the Chargor in accordance with the Share Charge,

4 4 it shall promptly send to the Security Agent copies of all documents which are sent to holders of any Securities in such capacity, and

4 5 it shall promptly give notice of the Share Charge to any custodian of any Securities in any form which the Security Agent may reasonably require and use its best endeavours to ensure that the custodian acknowledges that notice in any form which the Security Agent may reasonably require

5 Further assurance

5 1 The Chargor must, promptly upon request by the Security Agent or any Receiver, at its own expense, take whatever action the Security Agent or a Receiver may require for

5 1 1 creating, perfecting or protecting any security intended to be created by or pursuant to the Share Charge,

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- 5 1 2 facilitating the realisation of any Charged Asset,
- 5 1 3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any of their respective delegates or sub-delegates in respect of any Charged Asset, or
- 5 1 4 creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Share Charge) over any assets of the Chargor located in any jurisdiction outside England and Wales



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 7196379

CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 28
FEBRUARY 2011 AND CREATED BY MARLIN FINANCIAL
INTERMEDIATE LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY OBLIGOR TO THE FINANCE
PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
10 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES