

MG01

Particulars of a mortgage or charge

V 076017/13

IRIS Laserform

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 on a
company. To do this you must use
form MG01s

MONDAY



LD4 *L23GUFN5* #7
COMPANIES HOUSE

lease

ov uk

1

Company details

Company number 0 8 3 4 6 2 4 9

Company name in full Marlin Financial Intermediate II Limited

For official use



Filling 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 d1 d4 m0 m2 y2 y0 y1 y3

3

Description

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

Description

Charge on cash deposit agreement, between (1) Marlin Financial Intermediate II Limited (the
"Company"), and (2) Fortress Investment Group (UK) Ltd (the "Security Agent"), dated 14
February 2013 (the "Security Agreement")

4

Amount secured

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

Amount secured

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

Continuation page

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

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5 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 Fortress Investment Group (UK) Ltd

Address 5 Savile Row

London

Postcode W 1 S 3 P 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

PART 1**The Charge**

As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations, the Company, with full title guarantee and free of any other security interest, charged all right, title and interest from time to time in and to the Deposit by way of first fixed charged in favour of the Security Agent, as trustee for the Secured Parties

PART 2**1. Negative pledge**

The Company shall not (and the Company shall ensure that no other member of its group will) create or permit to subsist any security (other than the Charge) over the Deposit or the Account, without the prior written consent of the Security Agent (acting on the instructions of the Lender)

2. Disposals of assets

The Company shall not (and the Company shall ensure that no other member of its group will) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lease, licence or otherwise dispose of any interest in any of the Deposit or the Account (otherwise than pursuant to the Security Agreement)

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7 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

None

8 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 870)

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 866) 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)

9 Signature

Please sign the form here

Signature

Signature

X *Rayburn and May* X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form 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 Jonathan Keane

Company name Slaughter and May

Address One Bunhill Row

**PLEASE RETURN VIA
CH LONDON COUNTER**

Post town London

County/Region

Postcode E C 1 Y 8 Y Y

Country United Kingdom

DX

Telephone +44 (0)20 7090 3291



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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3. Further assurances

The Company shall (at its own cost), promptly take all action which the Security Agent reasonably considers necessary to

- (a) ensure that the Charge is and remains valid, legally binding and enforceable,
- (b) perfect, preserve or protect the Charge and, to the extent within its control, its priority, and
- (c) facilitate the exercise of any and all of the rights, powers and discretions vested or intended to be vested in the Security Agent by or pursuant to the Security Agreement and to facilitate the realisation of the Deposit

Appendix

Definitions

"Account" means the specified interest bearing sterling deposit account of the Company opened and maintained with Bank of America, N A , and includes any renewal or re-designation thereof (including, without limitation, any replacement bank account opened pursuant to clause 4.5 (*Termination of the Charged Account Control Deed*) of the Security Agreement,

"Agent" means Fortress Investment Group (UK) Ltd,

"Charge" means the security interests constituted or expressed to be constituted in favour of the Security Agent by or pursuant to the Security Agreement,

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

"Deposit" means all credit balances now or at any time in future on the Account, all debts from time to time represented by such credit balances and all other rights of the Company accruing or arising in relation to the Account but does not, for the avoidance of doubt, mean amounts that have been withdrawn from the Account in accordance with the Finance Documents,

"Facility Agreement" means the PIK facility agreement dated 14 February 2013 and made between the Company as Borrower, CF Europe Loan Investments Limited, FCO Europe MA ML Limited, FCO Europe MA III Limited, FCO Europe MA Centre Street Limited and FCCD Limited as Original Lenders, Fortress Investment Group (UK) Ltd as Agent and Security Agent, Marlin Financial Group Limited as MFG, Marlin Intermediate Holdings Limited as MIHL and Marlin Senior Holdings Limited as MSH among others,

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Finance Document" has the meaning given to that term in the Facility Agreement,</p> <p>"Finance Party" means the Agent, the Security Agent or a Lender,</p> <p>"Lender" means</p> <ul style="list-style-type: none"> (a) an Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with clause 23 (<i>Changes to the Lenders</i>) thereunder, <p>which in each case has not ceased to be a party to the Facility Agreement in accordance with its terms,</p> <p>"Original Lenders" means CF Europe Loan Investments Limited, FCO Europe MA LSS Limited, FCO Europe MA III Limited, FCO Europe MA Centre Street Limited and FCCD Limited,</p> <p>"Receiver" means 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 Company, and</p> <p>"Secured Parties" means each Finance Party from time to time party to this agreement and any Receiver or Delegate</p>	

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All present and future obligations and liabilities of the Company (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Agent (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties under or in connection with the Facility Agreement (as such documents may be varied, amended, waived, released, novated, supplemented, extended, restated or replaced from time to time, in each case, however fundamentally), together with all costs, charges and expenses incurred by the Security Agent which are, or are expressed to be, or may become due, owing or payable by the Company under or in connection with the Facility Agreement/any Finance Document or the Security Agreement (the "Secured Obligations")</p> <p>Covenant to pay</p> <p>The Company shall pay and discharge all Secured Obligations in accordance with the Facility Agreement</p> <p>Further advances</p> <p>The Charge is intended to secure further advances Subject to the terms of the Facility Agreement, the Lender shall perform its obligations under the Facility Agreement (including any obligation to make available further advances)</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8346249
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE ON CASH DEPOSIT
AGREEMENT DATED 14 FEBRUARY 2013 AND CREATED BY
MARLIN FINANCIAL INTERMEDIATE II LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE SECURITY AGENT OR TO ANY OF THE
OTHER SECURED 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 4 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MARCH 2013

LIC



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES