

1076011

MG01

Particulars of a mortgage or charge

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 for

You cannot use this form to register
particulars of a mortgage or charge
in Scotland. To do this, use
form MG01s

MONDAY



LD4

L23GUFQO
04/03/2013
COMPANIES HOUSE

#23

, please
at
gov.uk

1

Company details

Company number

0 8 2 1 5 5 5 5

Company name in full

Marlin Senior Holdings Limited

3

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

Security agreement, between, amongst others, (1) Marlin Senior Holdings Limited (the "**Chargor**"),
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

*The definitions of all capitalised terms used in this form MG01 are
either defined herein or set out in the Appendix (Definitions) hereto*

All present and future moneys, obligations, and liabilities owed by any
Obligor to the Secured 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**")

Continuation page

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

MG01**Particulars of a mortgage or charge****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

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

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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 *Shigeta and Meng* 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 Jonathan Keane

Company name Slaughter and May

Address One Bunhill Row

PLEASE RETURN VIA
CH LONDON COUNTER

Post town London

County/Region

Postcode EC1Y 8YY

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

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Amount secured

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

Amount secured

Secured Liabilities

References in the Security Agreement to the Secured Liabilities shall be construed in relation to the Finance Documents so as to include (i) any increase or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, (ii) any ancillary facilities provided in substitution for or in addition to the facilities originally made available thereunder, (iii) any rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing and (iv) any combination of any of the foregoing

Covenant to pay

The Chargor covenanted with the Security Agent (as trustee for the Secured Parties) that it will on written demand pay and discharge all Secured Liabilities to the Secured Parties when the same become due whether by acceleration or otherwise, together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full and unqualified indemnity basis, which may be incurred by the Secured Parties in relation to any such Secured Liabilities

Further advances

The Security Agreement secures further advances made under or pursuant to the terms of the Finance Documents and the Lenders are, subject to and upon the terms and conditions of the Finance Documents, required to make further advances

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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

PART 1

1. Fixed security

Subject to clause 3 7 (*Excluded Shares*) of the Security Agreement, as a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee

1 1 granted to the Security Agent (as trustee for the Secured Parties), a charge by way of legal mortgage over all its Properties which are listed in Schedule 2 (*Properties currently owned*),

1 2 charged to the Security Agent (as trustee for the Secured Parties), by way of fixed charge, all its

1 2 1 Properties acquired by it after 14 February 2013,

1 2 2 Property Interests,

1 2 3 Equipment,

1 2 4 Securities,

1 2 5 Intellectual Property,

1 2 6 Debts,

1 2 7 Blocked Accounts,

1 2 8 Barclays Collection Accounts,

1 2 9 Investec Collection Account,

1 2 10 NatWest Collection Accounts,

1 2 11 Accounts (other than the Blocked Accounts, Barclays Collection Accounts, Investec Collection Account and NatWest Collection Accounts),

1 2 12 Pension Fund Interests,

1 2 13 Goodwill and Uncalled Capital,

1 2 14 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clause 3 1 (*Fixed security*) of the Security Agreement and which is not prohibited, by law or regulation, from being charged to the Security Agent, and

1 2 13 the benefit of all Senior Assigned Assets and all other rights and remedies

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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>available to it in respect of any Senior Assigned Assets except to the extent that such items are for the time being effectively assigned pursuant to clauses 3 1 3 and 3 1 4 of the Security Agreement</p> <p>1 3 subject to the prior ranking legal assignment in clause 3 1 3 (<i>Fixed Security</i>) of the Senior Security Agreement and the second ranking legal assignment in clause 3 1 3 (<i>Fixed Security</i>) of the HayFin Security Agreement, assigned to the Security Agent (as trustee for the Secured Parties) absolutely by way of security, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and</p> <p>1 4 subject to the prior ranking legal assignment in clause 3 1 4 (<i>Fixed Security</i>) of the Senior Security Agreement and the second ranking legal assignment in clause 3 1 4 (<i>Fixed Security</i>) of the HayFin Security Agreement, assigned to the Security Agent (as trustee for the Secured Parties) absolutely by way of security, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements</p> <p>2. Floating security</p> <p>2.1 Floating charge</p> <p>As a continuing security for the payment or discharge of the Secured Liabilities, the Chargor with full title guarantee charged to the Security Agent (as trustee for the Secured Parties), by way of floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to clause 3 1 (<i>Fixed security</i>) of the Security Agreement and (b) all of its heritable and moveable property and other property, assets and rights from time to time in Scotland or governed by Scots law</p> <p>2.2 Qualifying floating charge</p> <p>Schedule B1 para 14 Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 Enterprise Act 2002) applies to the floating charge created by the Security Agreement</p> <p>2.3 Automatic conversion of floating charge</p> <p>Notwithstanding anything express or implied in this deed and without prejudice to any law which may have similar effect, if</p>	

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Particulars of a mortgage or charge

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Short particulars

- (i) an Event of Default has occurred which is continuing, or
- (ii) the Chargor creates or attempts to create any Security (other than any Permitted Security) or any trust in favour of another person over all or any of its assets, or
- (iii) any Chargor disposes or attempts to dispose of all or any of its assets other than by way of a Permitted Disposal or in the ordinary course of its trading, or
- (iv) an Insolvency Event has occurred,

the floating charge created by this deed will automatically and immediately (without notice) be converted into a fixed charge over the Floating Charge Assets

2.4 Conversion of floating charge by notice

Notwithstanding anything express or implied in this deed, if

- (i) an Event of Default has occurred which is continuing, or
- (ii) the Security Agent reasonably considers (in its sole discretion) that any Charged Assets are in jeopardy,

the Security Agent may at any time thereafter, by notice to the Chargor, convert the floating charge created by the Security Agreement with immediate effect into a fixed charge over all or any of the Floating Charge Assets of the Chargor specified in such notice (but without prejudice to the Security Agent's rights to serve a notice in respect of any other Floating Charge Assets and any other rights of the Security Agent whatsoever)

2.5 Assets acquired after any floating charge conversion

Any asset acquired by the Chargor after any conversion of the floating charge created under the Security Agreement, in accordance with clauses 3 2(C) or 3 2(D) of the Security Agreement which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for the Secured Parties) by way of fixed charge

2.6 Reconversion of fixed charge assets into floating charge assets

The Security Agent may at any time after any conversion of the floating charge created under the Security Agreement over any Charged Assets into a fixed charge in accordance with clauses 3 2(C) (*Automatic conversion of floating charge*) or 3 2 (D) (*Conversion of floating charge by notice*) of the Security Agreement reconvert

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6 Short particulars of all the property mortgaged or charged

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such fixed charge into a floating charge by notice to the Chargor

Schedule 2 (*Properties currently owned*)

Registered Land **None**

Unregistered Land **None**

Schedule 4 (*Securities*)

Chargor	Securities Issuer	Description of Securities (including type and number held by Chargor)
Marlin Senior Holdings Limited	Marlin Financial Services Limited	611 ordinary shares of £1 00 each and 390 preferred shares of £1 00 each
Marlin Senior Holdings Limited	Marlin Legal Services Limited	1 ordinary share of £1 00 each
Marlin Senior Holdings Limited	Marlin Portfolio Holdings Limited	106 ordinary shares of £1 00 each

Schedule 12 (*Intellectual Property*) **None**

PART 2

1 Negative pledge and restriction on disposal

The Chargor covenanted with the Security Agent that it will not at any time except in accordance with the terms of the Facility Agreement

- 1 1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets other than Permitted Security, or
- 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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

2. Land Registry restriction

1 1 In respect of any Property registered at the Land Registry the Chargor consented to the entry of the following restriction on the register of its title to such Property

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Fortress Investment Group (UK) Ltd referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its conveyancer"

1 2 The Chargor authorised the Security Agent to make any application which it deems appropriate for the designation of the Security Agreement or any other Finance Document as an exempt information document under rule 136 Land Registration Rules 2003 and will use all reasonable endeavours to assist with any such application made by or on behalf of the Security Agent. The Chargor will notify the Security Agent in writing as soon as it receives notice of any person's application under rule 137 Land Registration Rules 2003 for the disclosure of the Security Agreement or any other Finance Document, following its designation as an exempt information document and will not make any application under rule 138 Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document

3. Further assurance

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

- (i) creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement,
- (ii) facilitating the realisation of any Charged Asset,
- (iii) exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or
- (iv) creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Security Agreement) over any assets of the Chargor located in any jurisdiction outside England and Wales

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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 style="text-align: center;">Appendix</p> <p style="text-align: center;">Definitions</p> <p>In this form MG01</p> <p>"Accounts" means all accounts (including any Designated Accounts and all Blocked Accounts), and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by the Chargor or in which the Chargor has an interest (other than the Borrower Secured Account),</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with clause 25 (<i>Changes to the Obligors</i>) of the Facility Agreement,</p> <p>"Administrator" means a person appointed in accordance with Schedule B1 Insolvency Act 1986 to manage the Chargor's affairs, business and property,</p> <p>"Agent" means Fortress Investment Group (UK) Ltd,</p> <p>"Assigned Agreements" means the Senior Sale Agreements, the Hedging Documents and each Servicing Agreement (other than the Servicing Agreement described at paragraph a(x) of the definition of "Servicing Agreement" in the Facility Agreement),</p> <p>"Barclays Collection Accounts" means each of the Barclays Servicer Collection Account and the Barclays Senior SPV Collection Accounts,</p> <p>"Barclays Senior SPV Collection Accounts" means the accounts in the name of the relevant members of the Marlin Senior Holdings group held with Barclays Bank PLC which are set out in Part 2 of Schedule 10 (<i>Account Structure and Permitted Accounts</i>) of the original form of the Senior Facility Agreement, each other account which is a "Barclays Senior SPV Collection Account" (as defined in the Senior Facility Agreement) or such other accounts from time to time as the Security Agent may agree,</p> <p>"Barclays Servicer Collection Account" means the specified account in the name of Marlin Financial Services Limited held with Barclays Bank PLC, any other account which is a "Barclays Servicer Collection Account" (as defined in the Senior Facility Agreement) or such other account from time to time as the Security Agent may agree,</p> <p>"Blocked Account" means</p> <ul style="list-style-type: none"> (a) the Master Collection Account, the Mandatory Prepayment Account and any account so detailed in any deed of accession, or (b) any other account which the Security Agent and the Chargor have so designated, 	

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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

"Borrower" means Marlin Financial Intermediate II Limited,

"Borrower Secured Account" means a bank account in the name of the Borrower subject to first-ranking security in favour of the Security Agent as set out in the Borrower Secured Account Charge and from which amounts may only be withdrawn for the purposes set out in clauses 3.1.1 to 3.1.5 inclusive of the Facility Agreement,

"Borrower Secured Account Charge" means the deed of charge between the Borrower and the Security Agent granting first-ranking security over the Borrower Secured Account in favour of the Security Agent on behalf of the Lenders, dated 14 February 2013,

"Charged Assets" means all the assets for the time being subject to the Security created by the Security Agreement (which, for the avoidance of doubt, excludes shares in Potomac Investments Limited and in Marlin Europe VI Limited) (and references to the Charged Assets include references to any part of them),

"Debts" means all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Chargor or in which the Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same and including the Portfolio Receivables,

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

"Designated Account" means each Mandatory Prepayment Account and each Holding Account and any account so detailed in any deed of accession,

"Equipment" means all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

"Event of Default" means any event or circumstance specified as such in clause 22 (*Events of Default*) of the Facility Agreement,

"Facility Agreement" means the PIK facility agreement dated 14 February 2013 and made between, among others, the Original Chargors and the Security Agent,

"Finance Document" has the meaning given to that term in the Facility Agreement,

"Finance Party" means the Agent, the Security Agent or a Lender,

"Floating Charge Assets" means all the assets for the time being subject to the floating charge created by the Security Agreement (and references to the Floating Charge Assets include references to any part of it),

"Goodwill" means all goodwill now or at any time hereafter (and from time to time) of or in the

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>Chargor,</p> <p>"Guarantor" means the Original Guarantors and any Additional Guarantors unless such entity has ceased to be a Guarantor in accordance with clause 25 (<i>Changes to the Obligors</i>) of the Facility Agreement,</p> <p>"HayFin Security Agreement" means the security agreement between the Original Chargors and Haymarket Financial LLP, dated on or about 14 February 2013,</p> <p>"Hedging Documents" has the meaning given to that term in the Facility Agreement,</p> <p>"Holding Account" means the specified account in the name of Marlin Portfolio Holdings Limited with National Westminster Bank plc, each other account which is a "Holding Account" (as defined in the Senior Facility Agreement) or such other account from time to time as the Security Agent may agree,</p> <p>"Insolvency Event" means the occurrence of any of the events or circumstances set out in clauses 22 6 (<i>Insolvency</i>) to 22 8 (<i>Creditors' Process</i>) inclusive of the Facility Agreement,</p> <p>"Insurance Policies" means all contracts and policies of insurance or assurance (including any Key Person Policy) and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest and all renewal or replacement policies relating thereto,</p> <p>"Intellectual Property" all patents, designs, copyrights, topographies, trademarks, trading names, and any associated or similar rights, which the Chargor now or in the future owns (in each case whether registered or unregistered and including any applications for the same) and which relate to any of the Portfolio Accounts including but not limited to the intellectual property specified in Schedule 12 (<i>Intellectual Property</i>) above,</p> <p>"Investec Collection Account" means the specified account in the name of ME IV Limited with Investec Bank plc, each other account which is an "Investec Collection Account" (as defined in the Senior Facility Agreement) or such other account from time to time as the Security Agent may agree,</p> <p>"Key Person Policy" has the meaning given to that term in the Facility Agreement,</p> <p>"Lender" means</p> <p>(a) an Original Lender, and</p> <p>(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>	

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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

which in each case has not ceased to be a party to the Facility Agreement in accordance with its terms,

"Mandatory Prepayment Account" means the specified interest bearing account in the name of Marlin Portfolio Holdings Limited with National Westminster Bank plc, each other account which is a "Mandatory Prepayment Account" (as defined in the Facility Agreement) or such other account from time to time as the Security Agent may agree,

"Master Collection Account" means the specified account in the name of Marlin Portfolio Holdings Limited with National Westminster Bank plc, each other account which is a "Master Collection Account" (as defined in the Facility Agreement) or such other account from time to time as the Security Agent may agree,

"NatWest Collection Accounts" means the NatWest Servicer Collection Account and the NatWest Senior SPV Collection Accounts,

"NatWest Senior SPV Collection Account" means each account of each subsidiary of Marlin Portfolio Holdings Limited with National Westminster Bank plc which are set out in Part 2 of Schedule 10 (*Account Structure and Permitted Accounts*) of the original form of the Senior Facility Agreement, each other account which is a "NatWest Senior SPV Collection Account" (as defined in the Facility Agreement) or such other accounts from time to time as the Security Agent may agree,

"NatWest Servicer Collection Account" means the specified account in the name of the Marlin Financial Services Limited with National Westminster Bank plc, each other account which is a "NatWest Servicer Collection Account" (as defined in the Facility Agreement) or such other account from time to time as the Security Agent may agree,

"Obligors" means the Borrower or a Guarantor,

"Original Chargors" means Marlin Financial Intermediate II Limited,, Marlin Intermediate Holdings Limited, Marlin Midway Limited, Black Tip Capital Holdings Limited, Marlin Senior Holdings Limited, Marlin Financial Services Limited, Marlin Legal Services Limited, Marlin Portfolio Holdings Limited, Marlin Europe V Limited, Marlin Capital Europe Limited, MFS Portfolio Limited, ME IV Limited, MCE Portfolio Limited, Marlin Europe I Limited, and Marlin Europe II Limited,

"Original Guarantors" means Marlin Financial Intermediate II Limited, ME III Limited, ME IV Limited, MCE Portfolio Limited, MFS Portfolio Limited, Marlin Financial Services Limited, Marlin Legal Services Limited, Marlin Portfolio Holdings Limited, Marlin Senior Holdings Limited, Black Tip Capital Holdings Limited, Marlin Intermediate Holdings Limited, Marlin Midway Limited, Marlin Capital Europe Limited, Potomac Investments Limited, and Marlin Europe V Limited,

"Original Lenders" means CF Europe Loan Investments Limited, FCO Europe MA LSS Limited,

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Particulars of a mortgage or charge.

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Short particulars	<p>FCO Europe MA III Limited, FCO Europe MA Centre Street Limited and FCCD Limited,</p> <p>"Pension Fund Interests" means all interests and rights now or at any time hereafter (and from time to time) owned or held by the Chargor in its own name in relation to any pension fund,</p> <p>"Permitted Disposal" has the meaning given to that term in the Facility Agreement,</p> <p>"Permitted Security" has the meaning given to that term in the Facility Agreement,</p> <p>"Portfolio Accounts" means a sub-performing or charged-off consumer account, instalment loan, or other similar account owned, acquired or to be acquired by the Chargor and which forms part of a portfolio of non-performing unsecured consumer assets meeting the agreed criteria and any other account or similar which is a "Portfolio Account" (as defined in the Facility Agreement) where such account is owned, acquired or to be acquired by the Chargor,</p> <p>"Portfolio Receivables" means all amounts received by the Chargor in respect of the Portfolio Accounts (including payment in respect of principal and interest, any insurance proceeds, any disposal proceeds and any Put Backs),</p> <p>"Properties" means all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by the Chargor (including the properties which are briefly described in Schedule 2 (<i>Properties currently owned</i>)) above,</p> <p>"Property Interests" means all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by the Chargor,</p> <p>Put Backs in relation to any Portfolio Account means</p> <ul style="list-style-type: none"> (a) a sale or sale-back of that Portfolio Account back to the seller of that Portfolio Account, or (b) a reimbursement of all or part of the original purchase price (being the sterling amount paid or to be paid) for that Portfolio Account back to the member of the Marlin Senior Holdings Limited group which acquired that Portfolio Account, <p>in each case, in accordance with the terms of the relevant purchase agreement as a result of such Portfolio Account not meeting the agreed criteria and where the consideration for such sale is paid in cash and any other amount, item or entry that constitutes a "Put Back" (as defined in the Senior Facility Agreement),</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 Chargor,</p> <p>"Secured Parties" means each Finance Party from time to time party to the Facility Agreement</p>

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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

and any Receiver or Delegate,

"Securities" all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by the Chargor, or in which the Chargor has an interest, including those detailed in Schedule 4 (*Securities*) above or in any deed of accession, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money 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,

"Security" means 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,

Senior Assigned Asset an asset for the time being comprised within an assignment created by clause 3 1 3 or 3 1 4 (*Fixed security*) of the Senior Security Agreement or an assignment created by clause 3 1 3 or 3 1 4 (*Fixed security*) of the HayFin Security Agreement,

"Senior Facility Agreement" means the agreement between, amongst others, Marlin Financial Group Limited, Marlin Intermediate Holdings Limited, Marlin Senior Holdings Limited, the Senior Borrower (Marlin Portfolio Holdings Limited) and the Royal Bank of Scotland plc as agent and security agent dated 30 October 2012 as amended and restated on or about 14 February 2013,

"Senior Sale Agreement" has the meaning given to the term "Sale Agreement" in the Senior Facility Agreement,

"Senior Security Agreement" means the security agreement dated 30 October 2012 between, amongst others, Marlin Intermediate Holdings Limited, Black Tip Capital Holdings Limited, Marlin Senior Holdings Limited,

"Servicing Agreement" has the meaning given to that term in the Facility Agreement,

"Uncalled Capital" means all the uncalled capital now or at any time hereafter (and from time to time) of the Chargor



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8215555
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 14
FEBRUARY 2013 AND CREATED BY MARLIN SENIOR
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY OBLIGOR TO THE 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



Companies House



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