

MR01
Particulars of a charge



112117/13

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form This scanned and placed on the public record **Do not send the original.**

FRIDAY



A17 13/02/2015 #58
A415RLZE
COMPANIES HOUSE

1 Company details

Company number 08215555

Company name in full Marlin Senior Holdings Limited

5 → **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 05/02/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name J P Morgan Europe Limited (as security agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature


Signature


X Clifford Chance LLP X


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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.	
Contact name	Isabella Gill Ref 70-40527904
Company name	Clifford Chance LLP
Address	10 Upper Bank Street
Post town	London
County/Region	
Postcode	E 1 4 5 J J
Country	United Kingdom
DX	149120 Canary Wharf 3
Telephone	020 7006 1000


	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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

	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 filed on paper.	
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	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8215555

Charge code: 0821 5555 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2015 and created by MARLIN SENIOR HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th February 2015.

Q

Given at Companies House, Cardiff on 20th February 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

We hereby certify that, save for material redacted
pursuant to s 859G of the Companies Act 2006, this
is a true copy of the original

EXECUTION VERSION

Signed Clifford Chance LLP
Date 12 February 2015
Clifford Chance LLP
10 Upper Bank Street
London E14 5JJ

DATED 5 FEBRUARY 2015

THE COMPANIES LISTED HEREIN
AS CHARGORS

AND

MARLIN FINANCIAL INTERMEDIATE LIMITED

IN FAVOUR OF

J P MORGAN EUROPE LIMITED
AS SECURITY AGENT

SUPPLEMENTAL DEED OF CHARGE

EXECUTED IN CONNECTION WITH THE
AMENDMENT OF A FACILITY AGREEMENT
ORIGINALLY DATED 20 SEPTEMBER 2012

SUPPLEMENTAL TO A DEBENTURE DATED 25
JULY 2013

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THIS SUPPLEMENTAL DEED OF CHARGE (the "Supplemental Charge") is made by way of deed on 5 February 2015

BY

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**"), and
- (2) **MARLIN FINANCIAL INTERMEDIATE LIMITED**, a private limited liability company incorporated under the laws of England and Wales with company registration number 07196379 and with its registered office at 16-22 Grafton Road, Worthing, West Sussex, United Kingdom BN11 1QP ("**MFI**"), in favour of
- (3) **J.P. MORGAN EUROPE LIMITED** as trustee for each of the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (as defined below) (the "**Security Agent**") which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement)

RECITALS:

- (A) The Lenders (as defined in the Original Facility Agreement) made available to the Cabot Financial (UK) Limited a revolving credit facility pursuant to the Original Facility Agreement (as defined below)
- (B) By virtue of the Original Security Document (as defined below) the Chargors and MFI created security over the Charged Assets in respect of the Secured Obligations (each as defined in the Original Security Document)
- (C) The Agent and the Lenders (as defined in the Original Facility Agreement) have agreed to amend the Original Facility Agreement as set out in the Amendment Agreement (each as defined below), including an increase in the Total Commitments (as defined in the Original Facility Agreement) to £195,000,000, with an option to increase the Total Commitments by a further £55,000,000
- (D) The Chargors and MFI wish to confirm the existing security created pursuant to the Original Security Document and grant security over the Charged Assets (as defined in the Original Security Document) to secure the obligations of the Obligor (as defined in the Original Facility Agreement) and MFI to the Lenders (as defined in the Original Facility Agreement) as amended and restated by the Amendment Agreement
- (E) This Supplemental Charge is supplemental to the Original Security Document

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Charge

"Amended Facility Agreement" means the Original Facility Agreement as amended and restated by the Amendment Agreement

"Amended Secured Obligations" means the Secured Obligations as defined in the Original Security Document and including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Effective Date of the Amendment Agreement.

"Amendment Agreement" means the amendment agreement dated on or about the date hereof between, among others, Cabot Financial Limited as parent, the Chargors, MFI, DNB Bank ASA, London Branch, JPMorgan Chase Bank N A, London Branch, Lloyds Bank plc and The Royal Bank of Scotland plc as existing lenders, the financial institutions named in the Amendment Agreement as New Lenders and the Security Agent

"Effective Date" has the meaning given to it in the Amendment Agreement

"Fixed Security" means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clauses 3 2 (*Fixed Charges*) and 3 3 (*Assignments*)

"Intercreditor Agreement" means the intercreditor agreement dated 25 July 2013, between, amongst others, Marlin Financial Intermediate II Limited as parent, The Bank of New York Mellon, London Branch as senior note trustee and The Royal Bank of Scotland plc as security trustee, as amended and/or restated from time to time

"Original Security Document" means the debenture dated 25 July 2013 between the Chargors, MFI and the Security Agent

"Original Facility Agreement" means the facility agreement originally dated 20 September 2012 between, among others, Cabot Financial Limited as parent, Cabot Financial (UK) Limited as borrower and the Security Agent (as amended and/or restated from time to time before the Effective Date of the Amendment Agreement), to which the Chargors and MFI acceded as guarantors on 14 March 2014

"Original Security" means the Security created under the Original Security Document

1 2 Terms defined in other Finance Documents

Unless defined in this Supplemental Charge, or the context otherwise requires, a term defined in the Original Security Document or the Intercreditor Agreement, or, to the extent not defined in the Original Security Agreement or the Intercreditor Agreement, the Amendment Agreement or the Amended Facility Agreement has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge

1 3 Construction

- 1 3 1 The rules of construction set out in clause 1 3(a) of the Original Security Document shall apply to the construction of this Supplemental Charge
- 1 3 2 In this Supplemental Charge any reference to the **"Security Agent"**, the **"Chargors"**, **"MFI"**, the **"Finance Parties"**, the **"Agent"** or the **"Secured Parties"** shall be construed so as to include its or their (and any subsequent)

successors and any permitted transferees in accordance with their respective interests and, in the case of the Security Agent, any person for the time being appointed as Security Agent under the Amended Facility Agreement

1 3 3 From the Effective Date the Original Security Document shall be read and construed as one document with this Supplemental Charge

1 3 4 References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge

1 4 **Third Party Rights**

A person who is not a party to this Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Charge

2 **CONFIRMATION OF EXISTING SECURITY**

For the avoidance of doubt, each Chargor and MFI confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the amendments referred to in clause 3 (*Amendment and Restatement*) of the Amendment Agreement and (b) continue to secure its Amended Secured Obligations under the Finance Documents (including, but not limited to, under the Amended Facility Agreement)

3 **SUPPLEMENTAL SECURITY**

3 1 **Consent for Fixed Security**

Each Chargor creates each Fixed Security subject to obtaining any necessary consent to such Fixed Security from any relevant third party

3 2 **Fixed Charges**

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor (and MFI in respect of Clause 3 2 7 below only) charges with full title guarantee in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in a Chargor at the date of this Supplemental Charge shall be a charge by way of legal mortgage), all of its rights, title and interest from time to time in and to

3 2 1 all its Real Property (other than the Excluded Real Property),

3 2 2 all its Tangible Moveable Property,

3 2 3 all its Accounts (except for the Control Accounts),

3 2 4 any contract or agreement to which that Chargor is a party (except for the Intercompany Loan Agreements) (including any Hedging Agreement),

- 3 2 5 all its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Supplemental Charge),
- 3 2 6 all its Investments and all dividends, interest and other monies payable in respect of those Investments,
- 3 2 7 all its Shares and all dividends, interest and other monies payable in respect of those Shares,
- 3 2 8 all its Intellectual Property,
- 3 2 9 any goodwill, rights and claims in relation to the uncalled capital of that Chargor,
- 3 2 10 (to the extent not validly and effectively assigned pursuant to Clause 3 3 (*Assignments*)), all of its rights, title and interest from time to time in and to each Control Account, each Intercompany Loan Agreement and each Insurance Policy of that Chargor,

in each case together with all Related Rights (in the case of any Shares or Investments, whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

3 3 Assignments

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Amended Secured Obligations all of its rights, claims, title and interest from time to time in and to each of the following assets

- 3 3 1 each of its Control Accounts,
- 3 3 2 each of its Intercompany Loan Agreements, and
- 3 3 3 the proceeds of each of its Insurance Policies,

in each case together with all Related Rights

3 4 Floating Charge

3 4 1 In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor with full title guarantee charges in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Amended Secured Obligations by way of first floating charge all present and future assets and undertaking of that Chargor

3 4 2 The floating charge created by sub-clause 3 4 1 above shall be deferred in point of priority to all Fixed Security validly and effectively created by that

Chargor under the Primary Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Amended Secured Obligations

3 4 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3 4 (*Floating Charge*)

4 MISCELLANEOUS

4 1 Incorporation of terms – Original Security Document

The provisions of Clauses 1 8 (*Present and future assets*), 1 9 (*Real Property*), 1 10 (*Separate Security*), 1 11 (*Security Agent assumes no obligation*), 2 (*Covenant to pay*), 5 2 (*Crystallisation by notice*), 5 3 (*Crystallisation automatic*), 6 (*Provisions as to Security and Perfection*), 7 (*Further Assurance*), 8 (*Shares and Investments*), 9 (*Accounts*), 10 (*Monetary Claims*), 11 (*Insurances*), 12 (*Real Property*), 13 (*Enforcement of Security*), 14 (*Extension of Powers and Rights of Appropriation*), 15 (*Appointment of Receiver or Administrator*), 16 (*Powers of Receivers*), 17 (*Application of Monies*), 18 (*Protection of Purchasers*), 19 (*Power of Attorney*), 20 (*Effectiveness of Security*), 21 (*Prior Security Interests*), 22 (*Subsequent Security Interests*), 23 (*Suspense Accounts*), 24 (*Release of Security*), 25 (*Set-off*), 26 (*Assignment*), 27 (*Notices*), 28 (*Discretion and Delegation*), and 30 (*Jurisdiction*) (and including Schedule 4 (*Form of Legal Charge*), Schedule 5 (*Form of Notice of Security to Account Bank*), Schedule 6 (*Form of Notice of Assignment of Intercompany Loan Agreement*), Schedule 7 (*Form of Notice of Assignment of Insurance Policy*) and Schedule 8 (*Form of Security Accession Deed*) of the Original Security Document are incorporated into this Supplemental Charge as if set out in full in this Supplemental Charge, but so that references into those clauses to

4 1 1 the "**Facility Agreement**" are references to the "Amended Facility Agreement",

4 1 2 the "**Secured Obligations**" are references to the "Amended Secured Obligations",

4 1 3 "**this Debenture**" are references to this Supplemental Charge, and

4 1 4 in respect of Clause 1 10 (*Separate Security*) of the Original Security Document only, so that the reference to "Clauses 4.1 (*Mortgage of Real Property*) to 4 14 (*Assignment of Insurance Policies*)" is a reference to "Clauses 3 2 1 to 3 2 10"

4 2 Incorporation of terms – Amended Facility Agreement

The provisions of Clauses 1 3 (*Third party rights*), 18 (*Tax gross up and indemnities*), 20 (*Other indemnities*), 38 1 (*Accounts*), 38 2 (*Certificates and determinations*) and 41 (*Amendments and waivers*) of the Amended Facility Agreement are deemed to form part of this Supplemental Charge as if expressly incorporated into it and as if all references in those clauses to the Agreement were references to this Supplemental Charge

4 3 Original Security Document

Except insofar as supplemented by this Supplemental Charge the Original Security Document shall remain in full force and effect

4 4 No merger

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Security Document shall continue in full force and effect notwithstanding this Supplemental Charge and shall not merge in any security constituted by this Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Charge

4 5 Counterparts

This Supplemental Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Charge

5 GOVERNING LAW

This Supplemental Charge and any non-contractual obligations arising out of or in connection with it are governed by English law

THIS SUPPLEMENTAL CHARGE has been signed on behalf of the Security Agent and executed as a deed by each of the Chargors and MFI and is delivered by each of them on the date specified above

**SCHEDULE 1
THE CHARGORS**

Name of Chargor	Registration number (or equivalent, if any) Jurisdiction of Incorporation
Marlin Financial Intermediate II Limited	8346249, England & Wales
Marlin Financial Group Limited	7195881, England & Wales
Marlin Midway Limited	8255990, England & Wales
Black Tip Capital Holdings Limited	5927496, England & Wales
ME III Limited	7255614, England & Wales
Marlin Senior Holdings Limited	8215555, England & Wales
Marlin Portfolio Holdings Limited	8215352, England & Wales
Marlin Financial Services Limited	4618038, England & Wales
Marlin Legal Services Limited	6200270, England & Wales
Marlin Capital Europe Limited	4623224, England & Wales
MCE Portfolio Limited	5892466, England & Wales
MFS Portfolio Limited	5477405, England & Wales
Marlin Europe I Limited	5948653, England & Wales
Marlin Europe II Limited	6145019, England & Wales
ME IV Limited	07256706, England & Wales

EXECUTION PAGES TO SUPPLEMENTAL CHARGE

EXECUTED as a DEED

by MARLIN FINANCIAL INTERMEDIATE II LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS) *IRINA KOZLOVA*

Address *White & Case LLP*
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED

by MARLIN FINANCIAL GROUP LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS) *IRINA KOZLOVA*

Address *White & Case LLP*
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED

by MARLIN MIDWAY LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS) *IRINA KOZLOVA*

Address

White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by **BLACK TIP CAPITAL HOLDINGS LIMITED**

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS)

IRINA KOZLOVA

Address

White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by **ME III LIMITED**

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS)

IRINA KOZLOVA

Address

White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by **MARLIN SENIOR HOLDINGS LIMITED**

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS):

IRINA KOZLOVA

Address

White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by MARLIN PORTFOLIO HOLDINGS LIMITED

acting by a director)
in the presence of)

Signature of witness:

Name (in BLOCK CAPITALS) IRINA KIZLOVA

Address:
White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by MARLIN FINANCIAL SERVICES LIMITED

acting by a director)
in the presence of)

Signature of witness:

Name (in BLOCK CAPITALS) IRINA KIZLOVA

Address
White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by MARLIN LEGAL SERVICES LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS) IRINA KIZLOVA

Address.

White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by MARLIN CAPITAL EUROPE LIMITED

acting by a director)
in the presence of)

Signature of witness.

Name (in BLOCK CAPITALS). *IRINA KOLLOVA*

Address
White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by MCE PORTFOLIO LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS). *IRINA KOLLOVA*

Address
White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by MFS PORTFOLIO LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS). *IRINA KOLLOVA*

Address

White & Case LLP
5 Old Broad Street
London EC2N 1DW

EXECUTED as a DEED
by MARLIN EUROPE I LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS).

Address
White & Case LLP

5 Old Broad Street

London EC2N 1DW

EXECUTED as a DEED
by MARLIN EUROPE II LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS)

Address
White & Case LLP

5 Old Broad Street

London EC2N 1DW

EXECUTED as a DEED
by ME IV LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS).

Address

White & Case LLP

5 Old Broad Street

London EC2N 1DW

EXECUTED as a DEED
by MARLIN FINANCIAL INTERMEDIATE LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS) *IRINA KOLOVA*

Address.

White & Case LLP
5 Old Broad Street
London EC2N 1DW

The Security Agent

SIGNED for and on behalf of
J.P. MORGAN EUROPE LIMITED

By: [REDACTED] Ben Haines
Vice President

Address 25 BANK ST, E14 5JP

Fax [REDACTED]

Attention. LOAN AGENCY LONDON