

MG01

Particulars of a mortgage or charge

33/803/156



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
particulars of a
company To d
form MG01s

For further information, please
at
e gov uk



A42

A1LCQPNV

09/11/2012

#286

COMPANIES HOUSE

For official use

1 Company details

Company number 0 8 2 5 5 9 9 0

Company name in full Marlin Midway Limited (the "Company")

→ 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 d3 d0 m1 m0 y2 y0 y1 y2

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 A security agreement made between, among others, the Company and the Security Agent (the
"Security Agreement")

Please see attached continuation pages for defined terms

4 Amount secured

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

Amount secured 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 provided that the Hedging Liabilities shall at all times be
limited to the Maximum Hedging Liabilities Limit (the "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originally made available thereunder, (iii) any rescheduling of the indebtedness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

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

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 The Royal Bank of Scotland plc as security agent

Address 3rd Floor, 280 Bishopsgate,

London,

Postcode E C 2 M 4 R B

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 page, together with the covenants and restrictions set out in Part 2 of the continuation page

MG01

Particulars of a mortgage or charge

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 Nil

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 *Mayfield LLP*

X

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

MG01

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 Giles Butcher

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 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

MG01 - continuation page

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;">Part 1</p> <p style="text-align: center;">Short particulars of all the property mortgaged or charged</p>	
	1	Subject to paragraph 7 below, as a continuing security for the payment or discharge of the Secured Liabilities, the Company 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 1 below,
	1 2	charged to the Security Agent (as trustee for the Secured Parties), by way of first fixed charge, all its
	1 2 1	Properties acquired by it after the date of the Security Agreement,
	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, and
	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 paragraphs 1 1-1 4 inclusive and which is not prohibited, by law or regulation, from being charged to the Security Agent,
	1 3	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
	1 4	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
	2	Subject to paragraph 7 below, as a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee charged to the Security Agent (as

MG01 - continuation page

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

- trustee for the Secured Parties), by way of first floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to paragraphs 1 1-1 4 inclusive above 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
- 3 The Security Agreement provides that on the occurrence of any of certain specified events the floating charge created by it will automatically and immediately (without notice) be converted into a fixed charge over the Floating Charge Assets, provided that this paragraph 3 will not apply to Floating Charge Assets situated in Scotland from time to time
- 4 The Security Agreement also provides that if any of certain specified events occurs the Security Agent may at any time thereafter, by notice to the Company, 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 specified in such notice, provided that this paragraph 4 will not apply to Floating Charge Assets situated in Scotland from time to time
- 5 Any asset acquired by the Company after any conversion of the floating charge created under the Security Agreement as described in the two preceding paragraphs 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 first fixed charge
- 6 There is excluded from the security created by the Security Agreement any leasehold property held by the Company under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained. Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for the Secured Parties)
- 7 Notwithstanding any other provision of the Security Agreement, no Security was created thereunder over any Jersey-situs assets
- 8 If the Company acquires any freehold or leasehold property, whether registered or unregistered it must inform the Security Agent promptly of such acquisition and, immediately on request by the Security Agent, execute and deliver to the Security Agent a legal mortgage in favour of the Security Agent of that property in such form as the Security Agent may require (or such other Security in the jurisdiction where such property is located as the Security Agent may require)

Part 2

Other restrictions

- 1 Under the Security Agreement the Company has 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, 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

MG01 - continuation page

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

- by way of a Permitted Disposal
- 2 Under the Security Agreement the Company has undertaken that it shall not, except in accordance with the terms of the Facility Agreement, sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as expressly provided in the Security Agreement
 - 3 Under the Security Agreement the Company must, if called upon so to do by the Security Agent, execute a legal assignment of the Debts to the Security Agent (as trustee for the Secured Parties) in such terms as the Security Agent may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred
 - 4 Under the Security Agreement the Company 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
 - 4 1 creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement,
 - 4 2 facilitating the realisation of any Charged Asset,
 - 4 3 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
 - 4 4 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 Company located in any jurisdiction outside England and Wales
- This includes
- a the re-execution of the Security Agreement,
 - b the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
 - c the giving of any notice, order or direction and the making of any filing or registration,
- which, in any such case, the Security Agent (or the Receiver or Administrator, as appropriate) may think expedient

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE 1

Properties owned at date of charge

None as at the date of the Security Agreement

SCHEDULE 2

Intellectual Property

None as at the date of the Security Agreement

SCHEDULE 3

Securities

Securities Issuer	Description of Securities (including type and number held by the Company)
Black Tip Capital Holdings Limited	683100 A ordinary shares of £0 01 each and 69885 B ordinary shares of £0 01 each

Definitions

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 at the date of the Security Agreement or at any time thereafter (and from time to time) owned, operated or held by the Company or in which the Company has an interest,

Additional Guarantor means a company which becomes an Additional Guarantor in accordance with the terms of the Facility Agreement,

Administrator means a person appointed in accordance with Schedule B1 Insolvency Act 1986 to manage the Company's affairs, business and property,

Assigned Agreements means the Sale Agreements, the Hedging Documents and any Servicing Agreement (other than any servicing agreements in relation to any SPV Limited Recourse Financing),

MG01 - continuation page

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

Barclays Collection Accounts has the meaning given to that term in the Facility Agreement,

Blocked Account means (a) the Master Collection Account (details of which are set out in the Security Agreement), 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 Company have so designated,

Borrower means Marlin Portfolio Holdings Limited,

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 any Jersey-situs assets) (and references to the Charged Assets include references to any part of them),

Debts means all book and other debts, of any kind whatsoever at the date of the Security Agreement or at any time thereafter (and from time to time) due, owing or payable to the Company or in which the Company 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,

Deed of Accession means a deed substantially in the form of schedule 5 of the Security Agreement,

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 at the date of the Security Agreement or at any time thereafter (and from time to time) owned by the Company, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

Facility Agreement means the revolving loan facility agreement dated on or about the date of the Security Agreement and made between, amongst others, the Company and the Security Agent,

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

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

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 at the date of the Security Agreement or at any time thereafter (and from time to time) of or in the Company,

Guarantor means the Original Guarantors and any Additional Guarantors unless such entity has ceased to be a Guarantor in accordance with the terms of the Facility Agreement,

Hedging Documents has the meaning given to that term in the Facility Agreement,

Hedging Liabilities has the meaning given to that term in the Intercreditor Agreement,

Holding Account has the meaning given to that term in the Facility Agreement,

MG01 - continuation page

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>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, at the date of the Security Agreement or at any time thereafter (and from time to time) taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest and all renewal or replacement policies relating thereto,</p> <p>Intellectual Property means all patents, designs, copyrights, topographies, trademarks, trading names, and any associated or similar rights, which the Company at the date of the Security Agreement or at any time thereafter 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 2 above,</p> <p>Intercreditor Agreement means the agreement dated on or about the Signing Date between, amongst others, the Lenders as senior lenders, the Security Agent, the Incumbent Account Bank (as defined therein) and the Account Bank (as defined therein),</p> <p>Investec Collection Account: has the meaning given to that term in the Facility Agreement,</p> <p>Key Person Policy has the meaning given to that term in the Facility Agreement,</p> <p>Lenders means (a) the Original Lenders, and (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with the terms of the Facility Agreement, which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms of the Facility Agreement,</p> <p>Maximum Hedging Liabilities Limit has the meaning given to that term in the Intercreditor Agreement,</p> <p>Mandatory Prepayment Account has the meaning given to that term in the Facility Agreement,</p> <p>Master Collection Account: has the meaning given to that term in the Facility Agreement,</p> <p>NatWest Collection Accounts has the meaning given to that term in the Facility Agreement,</p> <p>Obligor means the Borrower or a Guarantor, and "Obligors" means any one or more of them,</p> <p>Original Guarantors has the meaning given to that term in the Facility Agreement,</p> <p>Original Lenders means Investec Bank plc and National Westminster Bank Plc,</p> <p>Pension Fund Interests means all interests and rights at the date of the Security Agreement or at any time thereafter (and from time to time) owned or held by the Company 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>Portfolio Account: has the meaning given to that term in the Facility Agreement,</p> <p>Portfolio Receivables means all amounts received by the Company 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 at the date of the Security Agreement or at any time thereafter (and from time to time) owned by the Company</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="320 338 1042 371">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="320 439 1182 472">(including the properties which are briefly described in schedule 1 above),</p> <p data-bbox="320 501 1508 618">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, at the date of the Security Agreement or at any time thereafter (and from time to time) owned or held by the Company,</p> <p data-bbox="320 647 1177 680">Put Backs has the meaning given to that term in the Facility Agreement,</p> <p data-bbox="320 710 1508 797">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,</p> <p data-bbox="320 826 1254 860">Sale Agreement has the meaning given to that term in the Facility Agreement,</p> <p data-bbox="320 889 1508 943">Secured Parties means each Finance Party from time to time party to the Facility Agreement and any Receiver or Delegate,</p> <p data-bbox="320 972 1508 1205">Securities means all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) at the date of the Security Agreement or at any time thereafter (and from time to time) owned by the Company, or in which the Company has an interest, including those detailed in schedule 3 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,</p> <p data-bbox="320 1234 1508 1294">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,</p> <p data-bbox="320 1323 1508 1384">Security Agent means The Royal Bank of Scotland plc acting through its office at 3rd Floor, 280 Bishopsgate, London, EC2M 4RB as agent and trustee for the Secured Parties,</p> <p data-bbox="320 1413 1331 1447">Servicing Agreements has the meaning given to that term in the Facility Agreement,</p> <p data-bbox="320 1476 791 1509">Signing Date means 30 October 2012,</p> <p data-bbox="320 1538 1508 1599">SPV Limited Recourse Financing has the meaning given to that term in the Facility Agreement, and</p> <p data-bbox="320 1628 1508 1688">Uncalled Capital means all the uncalled capital at the date of the Security Agreement or at any time thereafter (and from time to time) of the Company</p> <p data-bbox="320 1718 1508 1883">Any reference to a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended (however fundamentally, including any amendment providing for any increase in the amount of any facility or other liability) from time to time with the agreement of the relevant parties and (where such consent is, by the terms of the Security Agreement or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior consent of the Security Agent</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8255990
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30
OCTOBER 2012 AND CREATED BY MARLIN MIDWAY 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 9 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2012

