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COMPANIES FORM No 395

Particulars of a mortgage or charge

395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the mortgage or charge.

108167/50
108171/15

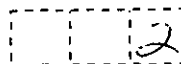
Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

Pursuant to section 395 of the Companies Act 1985

For Official use

Company Number

To the Registrar of Companies
(Address overleaf - Note 6)



3936134

Name of Company

* Cabot Financial Debt Recovery Services Limited

*insert full name of
company

Date of creation of the charge

1 March 2005

Description of the instrument (if any) creating or evidencing the charge (note 2)

Fixed and Floating Security Document dated 1 March 2005 (the "New Debenture") between
(1) the Chargors (as defined below) and (2) Barclays Bank PLC as security agent (the "Security Agent")

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC of 54 Lombard Street, London as Security Agent for and on behalf of the
Finance Parties (as defined below)

Postcode

EC2M 3UR

Presentor's name address and
reference (if any):

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 4458

please return
CH London Counter

Ref: GDM/EPA

For official Use
Mortgage Section

Post room

Time critical reference



LD3
COMPANIES HOUSE

0449
04/03/05

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

Please complete
legibly, preferably
in black type or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Signed *Linklaters*

Date *03 March 2005*

On behalf of chargee[†]

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Note

[†] Delete as appropriate

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures including in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ

Name of Company

Cabot Financial Debt Recovery Services Limited

Company Number

3936134

Amount secured by the mortgage or charge

The "Liabilities" of each Chargor, which are defined in the New Debenture as meaning:

- 7
- 50
- (a) all present and future moneys, debts and liabilities due, owing or incurred by any Chargor to any Finance Party or to any Receiver, (i) whether certain or contingent; (ii) whether presently due or falling due at some future time; (iii) whether solely or jointly with any other person; (iv) whether as principal or as surety; and (v) whether arising under lending transactions or not, and in particular but without limitation, all monies and facilities from time to time owing or incurred by the relevant Chargor under the New Finance Documents; and
 - (b) (as well as before any judgment, decree or order for payment) capital and interest under the New Finance Documents and other interest, fees, expenses of security enforcement, costs and expenses of litigation and other charges and expenses, computed and compounded from time to time in accordance with the standard practice from time to time of the Security Agent unless otherwise expressly agreed in writing between that Chargor and the Security Agent,

not including (for the avoidance of doubt) any present or future moneys, facilities, debts, liabilities, capital, interest and other costs, fees and expenses, due, owing or incurred by any Chargor in connection with the Acquisition.

Short particulars of all the property mortgaged or charged

- 1 Fixed Charges:** Each Chargor, with full title guarantee and as security for the payment and discharge of all Liabilities, (whether of that or any other Chargor), charges in favour of the Security Agent (as trustee for the Finance Parties):
- (a) by way of legal mortgage, all Real Property in England and Wales now belonging to it;
 - (b) by way of fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future; and
 - (c) by way of fixed charge, all its present and future right, title and benefit in:
 - (i) Book Debts;
 - (ii) Accounts (together with all interest accruing from time to time on them and the debts represented by them);
 - (iii) any Causes of Action to which the Chargor is a party;
 - (iv) the Contractual Rights of any Chargor;
 - (v) Investments (including the shares described in Schedule 3 (*Investments*) to the New Debenture) (see Note (3) below);
 - (vi) uncalled capital and goodwill;
 - (vii) Intellectual Property (including that described in Schedule 4 (*Intellectual Property*) to the New Debenture) (see Note (4) below);
 - (viii) beneficial interest in any pension fund;
 - (ix) plant and machinery (except that mortgaged or charged by paragraphs 1 (a) and 1 (b) above);
 - (x) the Chargor's interest in the Insurances including all sums insured by them and all monies payable or to become payable under them and the full benefit of any insurance policies and the benefit of all powers and provisions contained in or conferred by the Insurances and all related proceeds, claims of any kinds and return of premiums or other benefits (but, in the case of Kings Hill (No.1) Limited, only to the extent that the same relate to the Portfolio Accounts);
 - (xi) Obligor Documentation;
 - (xii) the Dividends;
 - (xiii) the Receivables;
 - (xiv) the Account Purchase Agreements (other than Excluded Account Purchase Agreements); and
 - (xv) the Portfolio Accounts, including, without limitation:
 - (I) the right to demand, sue for, recover, receive and give receipts for all principal payable or to become payable in respect of the Portfolio Accounts or the unpaid part thereof and the interest thereon and any rights or remedies of the relevant Chargor against the Originators in respect thereof; and
 - (II) the benefit of the Obligor Documentation, the right to sue on all covenants given by the Obligors in each Credit Agreement, the right to exercise all

Short particulars of all the property mortgaged or charged

the relevant Chargor's powers in relation to each Credit Agreement, each Account Purchase Agreement or otherwise in connection with the Portfolio Accounts and any rights or remedies of the relevant Chargor's against the Portfolio Obligors in respect thereof.

- 2 Floating Charges:** Each Chargor, with full title guarantee and as security for the payment of all Liabilities charges in favour of the Security Agent (as trustee for the Finance Parties) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) or assigned by Clause 5 (*Assignment*) of the New Debenture and including for the avoidance of doubt all Obligor Documentation). The floating Charge created by each Chargor pursuant to Clause 4.1 (*Creation*) of the New Debenture (and set out above) is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act and paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the New Debenture. The floating Charge created by each Chargor ranks:
- (a) behind all the fixed Charges created by that Chargor; but
 - (b) in priority to any other Security over the Charged Assets (other than, for the avoidance of doubt, the floating charge created pursuant to the fixed and floating security document dated 22 January 2004 (as more particularly described in paragraph (b) of the definition of "Existing Debentures" below), behind which the floating charge created by the New Debenture ranks) of that Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*) of the New Debenture.
- 3 Assignment:** Each Chargor, with full title guarantee, assigns (to the extent that the same is not charged pursuant to paragraph 1 above (*Fixed Charges*)) absolutely to the Security Agent (as trustee for the Finance Parties) all its present and future:
- (a) right, title and interest in and to the Assigned Contracts (other than Excluded Account Purchase Agreements), including all monies payable to that Chargor and any claims, awards and payments in favour of receivables or received by that Chargor, under or in connection with the Assigned Contracts; and
 - (b) rights in relation to its Real Property including all rights against all past, present and future under tenants of its Real Property and their respective guarantees and sureties.
- 4 Equitable Assignment:** Each Chargor hereby agrees and acknowledges that the fixed equitable charge on the Accounts, on the Book Debts and, as relevant, on the Receivables shall, unless and until an effective legal assignment is made in favour of the Security Agent, take effect as an equitable assignment of the Accounts, the Book Debts and the Receivables to the Security Agent, subject only to a proviso for re-assignment on redemption.

Note (1): The New Debenture provides that:

- 1 Security:** No Chargor shall create or permit to subsist any Security over any of its assets, nor:
- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
 - (b) sell, transfer or otherwise dispose of any of its receivables on terms whereby any person will or may have any recourse to the Portfolio Accounts;

Short particulars of all the property mortgaged or charged

(c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, other than as required under any present or future arrangements with the Lender; or

(d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset, except for:

(i) any Permitted Security; and

(ii) liens arising by operation of law and not as a result of a default.

2 Disposal: No Chargor shall (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any Charged Asset, except for:

(a) any sale, lease, transfer or other disposal in the ordinary course of trading of the disposing entity of any Charged Asset subject only to a floating charge before the floating charge crystallises; or

(b) the security created pursuant to the Security Documents; or

(c) disposal of obsolete or redundant property and equipment not required for the operation of the business, on arms' length terms; or

(d) sale of any Portfolio Account to the entity from which it was purchased for an amount at least equal to the amount paid in respect thereof (whether such consideration is in cash or one or more Portfolio Account) as a result of such Portfolio Account not meeting the agreed criteria.

3 Conversion by Notice: The Security Agent may convert any floating Charge into a fixed Charge (either generally or specifically) by notice to the relevant Chargor specifying the relevant Charged Assets:

(a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges; and/or

(b) while an Enforcement Event is continuing.

4 Automatic Conversion: If any Chargor takes any step to create any Security in breach of Clause 6.1 (*Security*) of the New Debenture over any of the Charged Assets not subject to a fixed Charge or any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets, the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

"Accounts" means the KH1 Deposit Account, the Collection Account, the CFE Deposit Account and any other bank or building society deposit or current account of a Chargor, any money market deposit, short dated gilt or short term or cash equivalent investment of a Chargor, money held by solicitors or others to a Chargor's order or on its behalf, and monies and funds in the course of collection for a Chargor or to which a Chargor is entitled, is entitled to control or has an interest,

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and each and all of such accounts and assets whether now existing or hereafter acquired or controlled by a Chargor or on its behalf or which a Chargor becomes, or may become, entitled to control.

"Account Purchase Agreement" means a purchase agreement (i) pursuant to which Portfolio Accounts have been purchased from an Originator by or on behalf of Kings Hill (No. 1) Limited or (ii) which have been assigned or otherwise transferred to Kings Hill (No. 1) Limited.

"Acquisition" means the acquisition by Cabot Financial Holdings Group Limited of the entire issued share capital of Cabot Financial Holdings Limited.

"Acquisition Agreement" means the Acquisition Agreement dated 22 January 2004 between CS Structured Credit Fund Limited and Cabot Financial Holdings Group Limited relating to the sale and purchase of the entire issued share capital of Cabot Financial Holdings Limited.

"Acquisition Documents" means the Shareholders Agreement, the Acquisition Agreement, and any other document designated as such by the Agent and Cabot Financial Holdings Group Limited.

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 24 (*Changes to Obligors*) of the Facility Agreement.

"Agent" means Barclays Bank PLC in its capacity as agent for the Finance Parties under the terms of the New Finance Documents.

"Assigned Contracts" means the Servicing Agreements, each Account Purchase Agreement, the Acquisition Documents, the Obligor Documentation and **"Assigned Contract"** means any one of them.

"Arranger" means Barclays Bank PLC in its capacity as arranger in relation to the New Finance Documents.

"Borrower" means, Kings Hill (No. 1) Limited in its capacity as a borrower under the terms of the Facility Agreement or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 24 (*Changes to Obligors*) of the Facility Agreement.

"Book Debts" of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding rights in respect of balances on Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind.

"Causes of Action" means all of a Chargor's right, title, interest and benefit, present and future, in and to any causes of and rights of action (and the net proceeds thereof) of a Chargor, against any person in connection with the Charged Assets.

"CFE Deposit Account" means the interest bearing deposit account numbered 30819409, sort code 20-00-00 in the name of Cabot Financial (Europe) Limited held with Barclays Bank PLC, as the same may be redesignated or renumbered from time to time (including any sub-accounts).

"Charge" means all or any of the Security created or expressed to be created by or pursuant to the New Debenture, and **"Charges"** means all such Security.

Short particulars of all the property mortgaged or charged

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.

"Chargors" mean Kings Hill (No.1) Limited (registered number 03757424), Cabot Financial Holdings Group Limited (registered number 04934534), Cabot Financial (Europe) Limited (registered number 03439445), Cabot Financial Debt Recovery Services Limited (registered number 03936134) and Cabot Financial Holdings Limited (registered number 04071551).

"Collection Account" means the account numbered 00258067, sort code 20-00-00 in the name of Cabot Financial (Europe) Limited held with Barclays Bank PLC and any other account or accounts of Cabot Financial (Europe) Limited held with Barclays Bank PLC as are agreed by Cabot Financial (Europe) Limited and the Agent for such purpose as being a "Collection Account", as the same may be redesignated or renumbered from time to time (including any sub-accounts).

"Contractual Rights" means all of a Chargor's right, title, interest and benefit, present and future, in each Transaction Document, including all rights to receive payment of any amounts which may become payable to the Chargor thereunder and all payments received by the relevant Chargor thereunder including, without limitation, all rights to serve notices, give consents and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder and all rights of action in respect of any breach thereof and all rights to receive damages or obtain other relief in respect thereof.

"Credit Agreement" means each written agreement between an Originator and a Portfolio Obligor, including amendments thereto, which sets forth the terms and conditions pursuant to which a Portfolio Account was initially opened.

"Credit Application" means the signed original application for credit whereby a person or persons applied to an Originator for the opening of a Portfolio Account.

"Declaration of Trust" means the Declaration of Trust dated 22 January 2004 and made by Cabot Financial (Europe) Limited relating to the Collection Account and the CFE Deposit Account.

"Dividends" means all present and future:

- (a) dividends and distributions of any kind and any other sum received or receivable in respect of that share;
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of that share;
- (c) allotments, offers and rights accruing or offered in respect of that share; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, that share.

"Enforcement Event" means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Chargor;
- (b) any event described in Clause 7.2(a) (Change of control) of the Facility Agreement; or
- (c) an Event of Default.

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

Short particulars of all the property mortgaged or charged

"Excluded Account Purchase Agreements" means the Account Purchase Agreements which expressly prohibit an assignment or change of such Account Purchase Agreement.

"Existing Debentures" means:

- (a) the Deed of Charge dated 14 December 2001 between Kings Hill (No.1) Limited, the security trustee named therein and Cabot Financial (Europe) Limited; and
- (b) the fixed and floating security document dated 22 January 2004 between Cabot Financial Debt Recovery Services Limited, Cabot Financial (Europe) Limited, Cabot Financial Holdings Limited, Kings Hill (No.1) Limited, Cabot Financial Holdings Group Limited and Barclays Bank PLC in its capacity as security agent thereunder.

"Existing Facility" means the £60,000,000 revolving credit facility made available under, and in accordance with, the terms of the Existing Facility Agreement.

"Existing Facility Agreement" means the £60,000,000 revolving credit facility originally dated 14 December 2001, as amended and restated in the form set out as Schedule 2 to the Amendment and Restatement Agreement dated 22 January 2004 and as amended and restated pursuant to the Existing Facility Agreement Amendment and Restatement Agreement, between Cabot Financial Holdings Group Limited, Kings Hill (No.1) Limited, the original guarantors (named therein), Morley Limited, the arranger (named therein), the original lender (named therein), the agent (named therein) and the security agent (named therein).

"Existing Facility Agreement Accession Letter" means any document in substantially the form set out in Schedule 6 (*Form of Accession Letter*) to the Existing Facility Agreement.

"Existing Facility Agreement Amendment and Restatement Agreement" means the amendment and restatement agreement dated 1 March 2005, between the parties thereto, whereby the Existing Facility Agreement is amended and restated.

"Existing Facility Agreement Fee Letter" means any letter or letters dated on or about 22 January 2004 between, as the case may be, the arranger, the agent, the security agent (each as named in the Existing Facility Agreement) and Cabot Financial Holdings Group Limited setting out any of the fees in Clause 11 (*Fees*) of the Existing Facility Agreement.

"Existing Hedging Documents" means the documents entered into between a member of the Group and a hedging bank (as described in the Existing Facility Agreement) for the purpose of implementing the hedging strategy required to be implemented by the Existing Hedging Letter or required to be implemented by the Existing Facility Agreement on substantially the same terms as those set out in the Existing Hedging Letter.

"Existing Hedging Letter" means a letter dated on or about 22 January 2004 between the arranger (as named in the Existing Facility Agreement) and Kings Hill (No.1) Limited setting out the hedging strategy agreed in relation to the Acquisition and the Existing Facility.

"Existing Liabilities" means, *inter alia*, all present and future moneys, debts and liabilities due, owing or incurred by Cabot Financial Debt Recovery Services Limited, Cabot Financial (Europe) Limited, Cabot Financial Holdings Limited, Kings Hill (No.1) Limited and Cabot Financial Holdings Group Limited under or in connection with the Existing Facility Agreement and the other "Finance Documents" specified therein.

"Existing Portfolio" means each collection of Portfolio Accounts owned by Kings Hill (No. 1) Limited or by Cabot Financial (Europe) Limited held on trust by Morley Limited for Kings Hill (No. 1) Limited prior to 22 January 2004.

Short particulars of all the property mortgaged or charged

"Facility Agreement" means the £15,000,000 Revolving Facility Agreement dated 1 March 2005 and made between Cabot Financial Holdings Group Limited, Kings Hill (No.1) Limited, the Original Guarantors, Morley Limited, the Arranger, the Original Lender, the Agent and the Security Agent.

"Finance Document" means:

- (a) the Facility Agreement;
- (b) the Existing Facility Agreement;
- (c) the Existing Facility Agreement Amendment and Restatement Agreement;
- (d) any Existing Facility Agreement Fee Letter;
- (e) any Existing Facility Agreement Accession Letter;
- (f) the Existing Hedging Letter;
- (g) any Existing Hedging Document;
- (h) each Security Document;
- (i) the Intercreditor Agreement Amendment and Restatement Deed;
- (j) the Intercreditor Agreement;
- (k) the Declaration of Trust;
- (l) any Accession Letter;
- (m) any Fee Letter;
- (n) the Memorandum of Understanding;
- (o) any other document designated as such by the Agent and Cabot Financial Holdings Group Limited; and
- (p) any other document designated as such by the agent (as named in the Existing Facility Agreement) and Cabot Financial Holdings Group Limited.

"Fee Letter" means any letter or letters dated on or about 22 January 2004 between, as the case may be, the Arranger, the Agent and Cabot Financial Holdings Group Limited relating to any of the fees set out in Clause 11 (*Fees*) of the Facility Agreement.

"File" means, in respect of a Portfolio Account, all information, comments, documents, and any correspondence from or to a Portfolio Obligor, including the Credit Application, Credit Agreement, and statement fiche, which are actually supplied by an Originator and held by Kings Hill (No. 1) Limited or on its behalf by Cabot Financial (Europe) Limited.

"Financial Indebtedness" means (without double counting) any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;

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- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) shares which are expressed to be redeemable, except where issued to Cabot Financial Holdings Group Limited or another Obligor;
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

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

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus.

"GAAP" means generally accepted accounting principles, standards and practices in England.

"Guarantor" means any Original Guarantor and any Additional Guarantors unless it has ceased to be a Guarantor in accordance with Clause 24 (*Changes to Obligors*) of the Facility Agreement.

"Group" means Cabot Financial Holdings Group Limited and its Subsidiaries from time to time.

"Insolvency Act" means the Insolvency Act 1986.

"Insurances" of a Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest including, for the avoidance of doubt, the insurance policies maintained by Cabot Financial (Europe) Limited and maintained pursuant to Clause 3.3 of each Servicing Agreement and Keyman Insurance.

"Inter Group Loan Agreement" means the Inter Group Loan Agreement dated on or about 22 January 2004.

"Intercreditor Agreement" means the Intercreditor Deed dated 22 January 2004 as amended and restated pursuant to the Intercreditor Agreement Amendment and Restatement Deed, between, *inter alios*, Cabot Financial Holdings Group Limited, Kings Hill (No. 1) Limited, the agent and the security agent (named therein).

"Intercreditor Agreement Amendment" means the amendment and restatement deed dated 1 March 2005, between the parties thereto, whereby the Intercreditor Agreement is amended and restated.

"Intellectual Property" of a Chargor means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which it now or in the future owns (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) and which relate to the Portfolio Accounts or any of them.

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"Investments" of a *Chargor* means:

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit);
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments;
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person); and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Keyman Insurance" means insurance policies, worth not less than £1,000,000, to be effected by Cabot Financial Holdings Group Limited on the lives of Ken Maynard and Glen Crawford.

"KH 1 Deposit Account" means the account numbered 70879800, sort code 20-00-00 in the name of Kings Hill (No. 1) Limited held with Barclays Bank PLC, as the same may be redesignated or renumbered from time to time (including any sub-accounts).

"Lease" means the Lease dated 18 November 2003 between Liberty Property Partnership and Cabot Financial (Europe) Limited.

"Lender" means the Original Lender and any bank, financial institution, trust, fund or other entity which becomes a party to the Facility Agreement in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement and which in each case has not ceased to be a party to the Facility Agreement in accordance with the terms thereof.

"Memorandum of Understanding" means the memorandum of understanding dated 1 March 2005 between Cabot Financial Debt Recovery Services Limited, Cabot Financial Holdings Limited, Cabot Financial Holdings Group Limited, Cabot Financial (Europe) Limited, Kings Hill (No.1) Limited and Barclays Bank PLC (in its capacity as security agent and agent (as described therein)).

"Morley Declaration of Trust" means the declaration of trust dated 5 November 1996 (as amended by a deed of variation and restatement relating to a declaration of trust dated 30 August 2000 between Morley Limited, Morley Funding Limited and Credit Suisse First Boston) entered into by Morley Limited.

"Morley Servicing Agreement" means the Servicing Agreement dated 25 May 2001 between the Borrower and Cabot Financial (Europe) Limited.

"New Finance Document" means:

- (a) the Facility Agreement;
- (b) the New Debenture, together with any other security document that may at any time be given as security for any of the Liabilities pursuant to or in connection with any New Finance Document;
- (c) the Intercreditor Agreement Amendment and Restatement Deed;

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- (d) the Intercreditor Agreement;
- (e) the Declaration of Trust;
- (f) any Accession Letter;
- (g) any Fee Letter;
- (h) the Memorandum of Understanding; and
- (i) any other document designated as such by the Agent and Cabot Financial Holdings Group Limited.

"New Portfolio" means a collection of Portfolio Accounts acquired, or to be acquired, by Kings Hill (No. 1) Limited at any time after 31 July 2004.

"Obligor" means a Borrower or a Guarantor, and **"Obligors"** means any one or more of them.

"Obligor Documentation" means, in relation to each Portfolio Account:

- (a) the Credit Agreements;
- (b) the Credit Applications; and
- (c) the Files,

entered into by the relevant Portfolio Obligor or otherwise relating to that Portfolio Obligor's Portfolio Account, together with any associated rights and security including, without limitation, any guarantee, the Insurances in so far as they relate to the Portfolio Accounts and any other agreements or arrangements relating to the Portfolio Accounts.

"Original Guarantors" means Cabot Financial Debt Recovery Services Limited, Cabot Financial (Europe) Limited, Cabot Financial Holdings Limited, Kings Hill (No.1) Limited and Cabot Financial Holdings Group Limited.

"Original Lender" means Barclays Bank PLC in its capacity as original lender under the terms of the Facility Agreement.

"Originator" means an issuer of unsecured consumer credit from which Portfolio Accounts have been purchased by or on behalf of, or transferred to, Kings Hill (No.1) Limited, and **"Originators"** means all such issuers.

"Permitted Security" means:

- (a) any Security created pursuant to the Security Documents; and
- (b) any Security listed in Schedule 11 (*Permitted Security*) of the Facility Agreement except to the extent the principal amount secured by that Security exceeds the amount stated in that Schedule; and
- (c) any other security other than that permitted under paragraphs (a) and (b) above not exceeding £50,000 in any financial year.

"Portfolio" means any New Portfolio, any Recent Portfolio and the Existing Portfolio.

"Portfolio Account" means a sub-performing or charged-off, consumer credit card account, instalment loan, or other similar account purchased by or on behalf of, or transferred to, Kings Hill (No.1) Limited, forming part of a Portfolio.

Short particulars of all the property mortgaged or charged

"Portfolio Obligor" means, in respect of any Portfolio Account, the person or persons to whom an unsecured credit card, instalment loan, or other such account was originally issued or extended and any other user authorised by that Portfolio Obligor to use such Portfolio Account.

"Real Property" means freehold and leasehold property (other than the Lease) in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

"Receivables" means in relation to Portfolio Accounts, any amounts owing by a Portfolio Obligor in respect of such Portfolio Account, including any amounts owing in respect of instalment payments or for the payment of goods and services, cash advances, cash advance fees, annual membership fees, interest (including interest accrued but not yet billed), finance charges, late charges, and any other fee, expense, or charge of every nature, kind, and description whatsoever.

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver.

"Recent Portfolio" means a collection of Portfolio Accounts acquired by Kings Hill (No.1) Limited at any time after 22 January 2004 but prior to 31 July 2004.

"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.

"Security Agent" means Barclays Bank PLC in its capacity as security agent for the Finance Parties under the terms of the New Finance Documents.

"Security Document" means each of the Existing Debentures, the New Debenture and any other security document that may at any time be given as security for any of the Liabilities or, as the case may be, any of the Existing Liabilities pursuant to or in connection with any Finance Document.

"Servicing Agreements" means:

- (a) the Servicing and Origination Agreement;
- (b) the Morley Servicing Agreement; and
- (c) any other agreement between Cabot Financial (Europe) Limited and Kings Hill (No. 1) Limited relating to the administering of Portfolio Accounts, substantially in the form of the Servicing and Origination Agreement, and agreed in writing by Cabot Financial (Europe) Limited, Kings Hill (No. 1) Limited and the Agent to be a Servicing Agreement for the purposes of the Facility Agreement.

"Servicing and Origination Agreement" means the Servicing and Origination Agreement dated 12 August 1999 between Kings Hill (No. 1) Limited and Cabot Financial (Europe) Limited relating to, *inter alia*, the Portfolio Accounts.

"Shareholders' Agreement" means the Subscription and Shareholders Agreement dated 22 January 2004 between, *inter alia*, Cabot Financial Holdings Group Limited relating to, *inter alia*, the subscription for shares in Cabot Financial Holdings Group Limited.

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 and, in relation to financial statements of the Group, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

Short particulars of all the property mortgaged or charged

"Transaction Document" means:

- (a) each Finance Document;
- (b) the Servicing Agreements;
- (c) Inter Group Loan Agreement;
- (d) the Morley Declaration of Trust; and
- (e) the Acquisition Documents,

and any other document designated as such by the Agent and Cabot Financial Holdings Group Limited (each acting reasonably).

Note (3): The Investments specified in Schedule 3 (*Investments*) to the New Debenture are as follows:

Shareholder	Company	Par value of share	Number of shares held in company
Cabot Financial Holdings Group Limited	Cabot Financial Holdings Limited	£1.00	19,814,190 ordinary shares
Cabot Financial Holdings Limited	Cabot Financial Debt Recovery Services Limited	£1.00	924,001 ordinary shares
Cabot Financial Debt Recovery Services Limited	Kings Hill (No.5) Limited	£1.00	1 ordinary share
Cabot Financial Debt Recovery Services Limited	Kings Hill (No.4) Limited	£1.00	1 ordinary share
Cabot Financial Debt Recovery Services Limited	Kings Hill (No.3) Limited	£1.00	1 ordinary share
Cabot Financial Debt Recovery Services Limited	Kings Hill (No.2) Limited	£1.00	1 ordinary share
Cabot Financial Debt Recovery Services Limited	Kings Hill (No.1) Limited	£1.00	10,000,000 ordinary shares
Kings Hill (No.1) Limited	Morley Limited	£1.00	2 ordinary shares
Cabot Financial Debt Recovery Services Limited	Cabot Financial (Europe) Limited	£1.00	12,104,790 ordinary "A" shares
Cabot Financial Debt Recovery Services Limited	Cabot Financial (Europe) Limited	US\$0.01	1 ordinary "B" share

Name of Company

Cabot Financial Debt Recovery Services Limited

Company Number

3936134

Short particulars of all the property mortgaged or charged

Shareholder	Company	Par value of share	Number of shares held in company
Cabot Financial (Europe) Limited	Cabot Financial Limited	£1.00	2 ordinary shares
Cabot Financial (Europe) Limited	Cabot Financial (International) Limited	£1.00	2 ordinary shares
Cabot Financial (Europe) Limited	Cabot Financial (UK) Limited	£1.00	2 ordinary shares
Cabot Financial (Europe) Limited	Cabot Consumer Services Limited	£1.00	1 ordinary share
Cabot Financial Debt Recovery Services Limited	Kings Hill Capital Limited	£1.00	1 ordinary share

Note (4): The Intellectual Property specified in Schedule 4 (*Intellectual Property*) to the New Debenture is as follows:

Registered Intellectual Property

Cabot Financial (Europe) Limited

Mark: CREDIT WHERE ITS DUE

Number: 2245961

Status: Registered until next renewal due 19.9.2010

Class: 36

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03936134

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 1st MARCH 2005 AND CREATED BY CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR TO ANY FINANCE PARTY OR TO ANY RECEIVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th MARCH 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th MARCH 2005.

C. Co



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES