

MR01

Particulars of a charge



Companies House

113397 / 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
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☒ **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 the
instrument Use form MR01



LD3 19/11/2015 #88
COMPANIES HOUSE

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. If
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 will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 03936134 ✓

Company name in full Cabot Financial Debt Recovery Services Limited ✓

For official use
13
→ Filing 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 01/11/2015 ✓

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 trustee for each of the Secured
Parties) ✓

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

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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 Ben Rayner (70-40602717)

Company name Clifford Chance LLP (via CH London

Counter)

Address 10 Upper Bank Street

Post town London

County/Region Greater London

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone +44 (0)20 7006 2736



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: 3936134

Charge code: 0393 6134 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2015 and created by CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2015.

LC

Given at Companies House, Cardiff on 25th November 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

DATED 11 November 2015

THE COMPANIES LISTED HEREIN
AS CHARGORS

AND

CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED

IN FAVOUR OF

J P MORGAN EUROPE LIMITED
AS SECURITY AGENT

SUPPLEMENTAL DEED OF CONFIRMATION AND
CHARGE

SUPPLEMENTAL TO A DEBENTURE DATED 28
MAY 2015

ARTHUR COX

We hereby certify that,
save for any rectification pursuant to s 895G of the Companies Act 2006,
this is a true copy of the original

Date 18 November 2015
Signed Clifford Chance LLP

Clifford Chance LLP
10 Upper Bank St
London E14 5JJ

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THIS SUPPLEMENTAL DEED OF CONFIRMATION AND CHARGE (the "Supplemental Charge") is made by way of deed on **11 November 2015**

BY

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**"), and
- (2) **CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED**, a limited liability company incorporated under the laws of England with company registration number 03936134 and with its registered office at 1 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA ("**UKCO**"), 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 (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 made available to the Borrower (each as defined in the Original Facility Agreement) a revolving credit facility pursuant to the Original Facility Agreement (as defined below)
- (B) The Lenders have agreed to amend the Original Facility Agreement as set out in the Amendment Agreement (each as defined below) with effect from the Effective Date (as defined in the Amendment Agreement)
- (C) By virtue of the Original Security Document (as defined below) the Chargors and UKCO created security over the Charged Assets in respect of the Secured Obligations (each as defined in the Original Security Document)
- (D) Cabot Financial (Luxembourg) II S A (the "**Issuer**") has issued Pari Passu Notes and incurred Pari Passu Liabilities (each as defined in the Intercreditor Agreement) in respect of €310,000,000 senior secured floating rate notes due 2021 (the "**Notes**") On the date hereof, the Issuer has acceded to the Intercreditor Agreement as a Debtor (as defined in the Intercreditor Agreement) and acceded to the Amended Facility Agreement as an Additional Guarantor (as defined in the Amended Facility Agreement)
- (E) The Chargors and UKCO 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 Obligors (as defined in the Amended Facility Agreement) and Cabot Credit Management Limited to the Lenders (as defined in the Amended Facility Agreement) and to the Pari Pasu Noteholders (as defined in the Intercreditor Agreement) of the Notes
- (F) 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

"Additional Shares" means for UKCO, the shares in the capital of the company owned by UKCO and specified opposite its name in Schedule 2 (The Additional Shares) held by, to the order or on behalf of UKCO at any time, including any additional share capital issued by that company to UKCO after the date of this Supplemental Charge

"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 Amended Facility Agreement and the Notes on and after the date hereof

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

"Amendment Agreement" means the amendment agreement dated 11 November 2015 between, amongst others, Cabot Financial Limited as parent, the subsidiaries of the Parent listed therein as borrowers, the companies listed therein as guarantors, CCML, Cabot Financial (Luxembourg) II S A and Bramleyside Limited (which is in the process of changing its name to Cabot Financial (Treasury) Ireland Limited) as additional guarantors, the financial institutions listed therein as existing lenders, Shawbrook Bank Limited as additional commitment lender and J P. Morgan Europe Limited as agent, security agent and Marlin security agent.

"Fixed Security" means any fixed charge or assignment expressed to be constituted by or pursuant to Clauses 3.2 (*Fixed Charges*) and 3.3 (*Assignments*).

"Original Facility Agreement" means the facility agreement originally dated 20 September 2012 between, among others, Cabot Financial Limited as parent, and the Security Agent (as amended and restated on 5 February 2015)

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

"Original Security Document" means the debenture dated 28 May 2015 between Cabot Asset Purchases (Ireland) Limited and Cabot Financial (Ireland) Limited, UKCO and the Security Agent as confirmed on 1 June 2015 and to which Bramleyside Limited (which is in the process of changing its name to Cabot Financial (Treasury) Ireland Limited) acceded as a chargor pursuant to a security accession deed dated on or about the date hereof

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, 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", "UKCO", 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 Intercreditor Agreement.

1 3 3 From the date hereof 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.

2 CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor and UKCO confirms for the benefit of the Secured Parties that with effect from the date hereof, the Original Security shall (a) remain in full force and effect and (b) continue to secure its Amended Secured Obligations under the Debt Documents

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 UKCO in respect of Clause 3 2.7 below only) as legal and beneficial owner and registered owner or, as the case may be, the person entitled to be registered as owner 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 fixed charge, all of its benefits, rights, title and interest from time to time in and to

3 2 1 all its 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 the Additional Shares and all dividends, interest and other monies payable in respect of those Shares and the Additional 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 benefits, 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 as beneficial owner assigns and agrees to assign absolutely and, as applicable, as legal owner or the person entitled to be registered as owner, as the case may be, assigns and agrees to assign absolutely 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 benefits, 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 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

4. MISCELLANEOUS

4.1 Incorporation of terms – Original Security Document

The provisions of clauses 1 6 (*Present and future assets*), 1 7 (*Real Property*), 1 8 (*Separate Security*), 1 9 (*Security Agent assumes no obligation*), 2 (*Covenant to pay*), 5 2 (*Crystallisation by notice*), 5 3 (*Crystallisation automatic*), 5 4 (*Floating Charge Property*), 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*), 16 (*Powers of Receivers*), 17 (*Application of Monies*), 18 (*Protection of Purchasers*), 19 (*Power of Attorney*), 20 (*Effectiveness of Security*), 21 (*Scope of Security*) 22 (*Prior Security Interests*), 23 (*Subsequent Security Interests*), 24 (*Suspense Accounts*), 25 (*Release of Security*), 26 (*Set-off*), 27 (*Assignment*), 28 (*Notices*), 29 (*Discretion and Delegation*), and 31 (*Jurisdiction*) (and including Schedule 4 (*Form of Notice of Security to Account Bank*), Schedule 5 (*Form of Notice of Assignment of Intercompany Loan Agreement*), Schedule 6 (*Form of Notice of Assignment of Servicing 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 8 (*Separate Security*) of the Original Security Document only, so that the reference to "Clauses 4 1 (*Mortgage of Real Property*) to 4.13 (*Assignment of Insurance Policies*)" is a reference to "Clauses 3 2 1 to 3 2 10"

4 2 Incorporation of terms – Original Facility Agreement

The provisions of clauses 18 (*Tax gross up and indemnities*), 20 (*Other indemnities*), 39 1 (*Accounts*), 39 2 (*Certificates and determinations*) and 42 (*Amendments and waivers*) of the Original 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 the laws of Ireland

6 **SERVICE OF PROCESS**

6.1 Without prejudice to any other mode of service allowed under any relevant law, UKCO

6.1.1 irrevocably appoints Cabot Financial (Ireland) Limited as its agent for service of process in relation to any proceedings before the courts of Ireland in connection with this Supplemental Charge and/or the Original Security Document (and Cabot Financial (Ireland) Limited by its execution of this Supplemental Charge, accepts that appointment), and

6.1.2 agrees that failure by an agent for service of process to notify UKCO of the process will not invalidate the proceedings concerned.

6.2 If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, UKCO must immediately (and in any event within ten (10) Business Days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose

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

SCHEDULE 1
The Chargors

Name and Company Number of Chargor	Jurisdiction
Cabot Asset Purchases (Ireland) Limited, a private limited company incorporated under the laws of Ireland, with company number 349016 and with a registered office at Block D, Cookstown Court, Old Belgard Road, Tallaght, Dublin 24	Ireland
Cabot Financial (Ireland) Limited, a limited liability company incorporated under the laws of Ireland with company registration number 144084 and with its registered office at Block D, Cookstown Court, Old Belgard Road, Tallaght, Dublin 24	Ireland
Bramleyside Limited (which is in the process of changing its name to Cabot Financial (Treasury) Ireland Limited), a limited liability company incorporated under the laws of Ireland with company registration number 569281 and with its registered office at Block D, Cookstown Court, Old Belgard Road, Tallaght, Dublin 24	Ireland

SCHEDULE 2
The Additional Shares

Chargor	Number of Shares and Class of Shareholders	Name of company in which Shares are held	Jurisdiction of incorporation of company in which Shares are held	Name of Nominee (if any) by whom Shares are held
Cabot Financial Debt Recovery Services Limited	100 Ordinary Shares of €1.00 each	Bramleyside Limited (which is in the process of changing its name to Cabot Financial (Treasury) Ireland Limited)	Ireland	N/A

EXECUTION PAGES TO SUPPLEMENTAL CHARGE

The Chargors:

GIVEN under the common seal of
CABOT ASSET PURCHASES
(IRELAND) LIMITED
and **DELIVERED** as a **DEED**
in the presence of.

Director

Director/Company Secretary

GIVEN under the common seal of
CABOT FINANCIAL
(IRELAND) LIMITED
and **DELIVERED** as a **DEED**
in the presence of

Director

Director/Company Secretary

**EXECUTED as a DEED
by CABOT FINANCIAL DEBT
RECOVERY SERVICES LIMITED**

acting by a director)
in the presence of.)



CHRIS ROSS-ROBERTS

Signature of witness



Name (in BLOCK CAPITALS) **MICHAEL BONIFACE**

Address

**1 Kings Hill Avenue, Kings Hill, West Malling
Kent ME19 4UA.**

**GIVEN under the common seal of
BRAMLEYSIDE LIMITED (WHICH IS
IN THE PROCESS OF CHANGING ITS
NAME TO CABOT FINANCIAL
(TREASURY) IRELAND LIMITED)
and DELIVERED as a DEED
in the presence of.**

Director

Director/Company Secretary

The Security Agent

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

By

Address

Fax

Attention

Clifford Chance LLP

Herman Park

2736 / 27518