



Registration of a Charge

Company name: **CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED**

Company number: **03936134**



X9EBOBAQ

Received for Electronic Filing: **25/09/2020**

Details of Charge

Date of creation: **24/09/2020**

Charge code: **0393 6134 0022**

Persons entitled: **TRUIST BANK**

Brief description: **NONE**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006, THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

NICK CUSACK



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3936134

Charge code: 0393 6134 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th September 2020 and created by CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th September 2020 .

Given at Companies House, Cardiff on 28th September 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 24 September 2020.

BETWEEN:

- (1) **MARLIN PORTFOLIO HOLDINGS LIMITED** (a company incorporated in England with registered number 08215352; and
- (2) **CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED** (a company incorporated in England with registered number 03936134

each a "New Chargor" and together the "New Chargors".

- (3) **TRUIST BANK** as security agent for the Secured Parties (the "Security Agent").

RECITAL:

This deed is supplemental to a debenture dated 28 May 2015 between the Original Chargors named therein and the Security Agent confirmed on 1 June 2015, as supplemented and confirmed by a supplemental deed of confirmation and charge dated 11 November 2015, as acceded to by Cabot Financial (Treasury) Ireland Limited on 11 November 2015, as further acceded to by Cabot Securitisation Europe Limited on 15 July 2016, as supplemented on 15 July 2016, as supplemented on 6 October 2016, as confirmed on 13 December 2017, as supplemented on 18 July 2018, as confirmed on 14 June 2019 and as further supplemented and amended from time to time (the "**Debenture**") and to any related Mortgage.

NOW THIS DEED WITNESSES as follows:

1. **INTERPRETATION**

1.1 **Definitions**

Terms defined in the Debenture and any Mortgage have the same meaning when used in this deed.

1.2 **Construction**

Clause 1.1 (*Definitions*), 1.2 (*Terms defined in other Finance Documents*) and 1.3 (*Construction*) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to, as applicable, the Debenture were references to this deed.

2. **ACCESSION OF NEW CHARGORS**

2.1 **Accession**

The New Chargors agree to be Chargors for the purposes of the Debenture with immediate effect and agree to be bound by the terms of the Debenture as if they had originally been parties to it as Original Chargors in each case solely to the extent that such terms apply to the Intercompany Loan Agreements and any Related Rights secured pursuant to Clauses 2.3 and 2.4 of below.

2.2 **Covenant to pay**

The New Chargors covenant with the Security Agent as security agent for the Secured Parties that it shall on demand of the Security Agent discharge (i) all the Secured Liabilities, and (ii) all other present and future debts and obligations at any time due, owing or incurred by any member of the Restricted Group and by each Obligor to any Secured Party under the relevant Debt Documents (including this Debenture), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity and the New Chargors shall pay to the Security Agent when due and payable every sum (without double counting) at any time owing, due or incurred by it to the Security Agent (whether for its own account or as security agent for the Secured Parties) or any Receiver in respect of any such liabilities **provided that** neither such covenant nor the security constituted by this Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

2.3 Fixed charges

The New Chargors as legal and beneficial owners and registered owners or, as the case may be, the persons entitled to be registered as owners, charge in favour of the Security Agent as security agent for the Secured Parties for the payment and discharge of the Secured Obligations, by way of first fixed charge all the New Chargors' benefit, right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party) all Related Rights in respect of each Intercompany Loan Agreement other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this deed.

2.4 Security Assignment

The New Chargors as beneficial owners assign and agree to assign and, as applicable, as legal owners or the persons entitled to be registered as owners, as the case may be, assign and agree to assign absolutely to the Security Agent as security agent for the Secured Parties as security for the payment and discharge of the Secured Obligations all of the New Chargors' benefit right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

2.4.1 each Intercompany Loan Agreement.

3. CONSTRUCTION OF DEBENTURE

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this Debenture" will be deemed to include this deed.

4. LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the laws of Ireland.

IN WITNESS WHEREOF this deed has been duly executed on the date first above written.

EXECUTION VERSION

SCHEDULE 1

Part A: Intercompany Loan Agreements

Company	Other relevant parties	Date	Governing law of Servicing Agreement	Facility Amount	Termination Date W&C confirmed that Cabot had advised that these loan have rolled on
Cabot Financial Debt Recovery Services Limited	Cabot Financial Spain S.A	7 November 2015	Republic of Ireland	€4,025,497.00	31 December 2019
Marlin Portfolio Holdings Limited	Marlin Europe II Limited	28 January 2016	Republic of Ireland	£11,254,373.70	31 December 2019
Marlin Portfolio Holdings Limited	ME IV Limited	28 January 2016	Republic of Ireland	£8,247,018.09	31 December 2019
	Marlin Capital Europe Limited	28 January 2016	Republic of Ireland	£3,036,136.68	31 December 2019
	Marlin Europe I Limited	28 January 2016	Republic of Ireland	£4,319,447.23	31 December 2019

EXECUTION VERSION

The New Chargors:

**EXECUTED and DELIVERED as a
DEED by MARLIN PORTFOLIO
HOLDINGS LIMITED**

(Signature of Witness):

[Redacted]

Director

(Name of Witness): *Luey Basselt*

(Address of Witness):

[Redacted]

(Occupation of Witness):

[Redacted]

**EXECUTED and DELIVERED as a
DEED by CABOT FINANCAL DEBT
RECOVERY SERVICES LIMITED**

(Signature of Witness):

Director

(Name of Witness):

(Address of Witness):

(Occupation of Witness):

The Security Agent:

SIGNED by

for and on behalf of TRUIST BANK

EXECUTION VERSION

The New Chargors:

**EXECUTED and DELIVERED as a
DEED by MARLIN PORTFOLIO
HOLDINGS LIMITED**

(Signature of Witness):

Director

(Name of Witness):

(Address of Witness):

(Occupation of Witness):

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

(Signature of Witness):

Director

(Name of Witness): L KONTZLER

(Address of Witness):

(Occupation of Witness):

The Security Agent:

SIGNED by

for and on behalf of **TRUIST BANK**

EXECUTION VERSION

The New Chargors:

**EXECUTED and DELIVERED as a
DEED by MARLIN PORTFOLIO
HOLDINGS LIMITED**

(Signature of Witness):

Director

(Name of Witness):

(Address of Witness):

(Occupation of Witness):

**EXECUTED and DELIVERED as a
DEED by CABOT FINANCAL DEBT
RECOVERY SERVICES LIMITED**

(Signature of Witness):

Director

(Name of Witness):

(Address of Witness):

(Occupation of Witness):

The Security Agent:

SIGNED by *Hays Wood*
for and on behalf of **TRUIST BANK**

