



**Registration of a Charge**

Company name: **Cabot Financial Debt Recovery Services Limited**

Company number: **03936134**



X5H4B4WZ

Received for Electronic Filing: **07/10/2016**

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**Details of Charge**

Date of creation: **06/10/2016**

Charge code: **0393 6134 0015**

Persons entitled: **J.P. MORGAN EUROPE LIMITED**

Brief description:

**Contains fixed charge(s).**

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

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**CLIFFORD CHANCE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3936134

Charge code: 0393 6134 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2016 and created by Cabot Financial Debt Recovery Services Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th October 2016 .

Given at Companies House, Cardiff on 10th October 2016

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

Execution Version

DATED 6 October 2016

THE COMPANIES LISTED HEREIN  
AS CHARGORS

AND

CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED

IN FAVOUR OF

J.P. MORGAN EUROPE LIMITED  
AS SECURITY AGENT

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SUPPLEMENTAL DEED OF CONFIRMATION AND  
CHARGE

SUPPLEMENTAL TO A DEBENTURE DATED 28  
MAY 2015 AS PREVIOUSLY AMENDED AND  
SUPPLEMENTED FROM TIME TO TIME

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ARTHUR COX

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**THIS SUPPLEMENTAL DEED OF CONFIRMATION AND CHARGE** (the "**Supplemental Charge**") is made by way of deed on *6 October* 2016

**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) S.A. (the "**Issuer**") has issued Pari Passu Notes and incurred Pari Passu Liabilities (each as defined in the Intercreditor Agreement) in respect of £350,000,000 7.50% senior secured notes due 2023 (the "**Notes**").
- (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 Notcholders (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:

**"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 6 October 2016 between, amongst others, Cabot Financial Limited as Parent, the subsidiaries of the Parent listed therein as borrowers, the companies listed therein as guarantors, CCML, as another guarantor, the financial institutions listed therein as existing lenders, 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 by an amendment letter dated 25 April 2013, as amended and restated by an amendment and restatement agreement dated 28 June 2013, as amended by an amendment agreement dated 25 July 2014, as amended and restated by an amendment and restatement agreement dated 5 February 2015, as amended and restated by an amendment and restatement agreement dated 11 November 2015 and as amended by an amendment letter dated 6 June 2016 as amended and restated from time to time).

**"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 Cabot Financial (Treasury) Ireland Limited acceded as a chargor pursuant to a security accession deed dated 11 November 2015, to which Cabot Securitisation Europe Limited acceded as a chargor pursuant to a security accession deed dated 15 July 2016 and which was supplemented by a supplemental deed date 15 July 2016 between Cabot Financial (Ireland) Limited and the Security Agent as amended and supplemented from time to time.

## **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 all dividends, interest and other monies payable in respect of those Shares;
- 3.2.8 all its Intellectual Property;
- 3.2.9 any goodwill, rights and claims in relation to the uncalled capital of that Chargor;
- 3.2.10 (to the extent not validly and effectively assigned pursuant to Clause 3.3 (*Assignments*)), all of its 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**

<b>Name and Company Number of Chargor</b>	<b>Jurisdiction</b>
Cabot Asset Purchases (Ireland) Limited, a private company limited by shares 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 private company limited by shares 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
Cabot Financial (Treasury) Ireland Limited, a private company limited by shares 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
Cabot Securitisation Europe Limited, a private company limited by shares incorporated under the laws of Ireland with company registration number 572606 and with its registered office at Block D, Cookstown Court, Old Belgard Road, Tallaght, Dublin 24.	Ireland

**EXECUTION PAGES TO SUPPLEMENTAL CHARGE**

**The Chargors:**

**SIGNED and DELIVERED** [REDACTED]  
as a deed by [REDACTED]  
as attorney for **CABOT ASSET  
PURCHASES (IRELAND) LIMITED**  
in the presence of:

[REDACTED]  
\_\_\_\_\_  
Signature of Witness

AOIFE DORAN-O'REILLY  
\_\_\_\_\_  
Name of Witness

1 Shelbourne Place, Ballsbridge, Dublin 4.  
\_\_\_\_\_  
Address of Witness

TRAINEE SOLICITOR  
\_\_\_\_\_  
Occupation of Witness

**SIGNED and DELIVERED** [REDACTED]  
as a deed by [REDACTED]  
as attorney for **CABOT FINANCIAL  
(IRELAND) LIMITED**  
in the presence of:

[REDACTED]  
\_\_\_\_\_  
Signature of Witness

AOIFE DORAN-O'REILLY  
\_\_\_\_\_  
Name of Witness

1 Shelbourne Road, Shelbourne Place  
\_\_\_\_\_  
Address of Witness Dublin 4.

TRAINEE SOLICITOR  
\_\_\_\_\_  
Occupation of Witness

SIGNED and DELIVERED [REDACTED]  
as a deed by [REDACTED]  
as attorney for CABOT FINANCIAL  
(TREASURY) IRELAND LIMITED  
in the presence of:

[REDACTED]  
Signature of Witness

AOIFE DORAN - O'REILLY  
Name of Witness

1 SHELBURNE PLACE, BALSBRIDGE DUBLIN 4  
Address of Witness

TRAINEE SOLICITOR  
Occupation of Witness

SIGNED and DELIVERED [REDACTED]  
as a deed by [REDACTED]  
as attorney for CABOT  
SECURITISATION EUROPE LIMITED  
in the presence of:

[REDACTED]  
Signature of Witness

AOIFE DORAN - O'REILLY  
Name of Witness

1 SHELBURNE PLACE, BALSBRIDGE,  
Address of Witness DUBLIN 4

TRAINEE SOLICITOR  
Occupation of Witness

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

acting by a director    )  
in the presence of:    )



Signature of witness:



Name (in BLOCK CAPITALS): **MICHELLE BONIFACE**

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

**The Security Agent**

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

By:

Address:

Fax:

Attention:

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

acting by a director    )  
in the presence of:    )

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

**The Security Agent**

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

By:

Address:

Fax:

Attention:

Authorised Signatory  
Steven Connolly  
Vice President