Companies House

MR01(ef)

Registration of a Charge

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

Company number: **03936134**

Received for Electronic Filing: **27/06/2019**

X88H777V

Details of Charge

Date of creation: **14/06/2019**

Charge code: **0393 6134 0020**

Persons entitled: **J.P. MORGAN EUROPE LIMITED AS TRUSTEE FOR EACH OF THE SECURED PARTIES.**

Brief description: **A FIXED CHARGE OVER ANY INTELLECTUAL PROPERTY REGISTERED TO THE CHARGOR, AS DEFINED IN THE REGISTERED DEBENTURE DATED 20 SEPTEMBER 2012 BETWEEN THE CHARGOR, AMONGST OTHERS AND J.P. MORGAN EUROPE LIMITED (THE "DEBENTURE"), INCLUDING: ANY PATENTS AND TRADE MARKS; PLEASE REFER TO THE DEFINITION OF INTELLECTUAL PROPERTY IN THE DEBENTURE FOR ADDITIONAL DETAIL. A FIXED CHARGE OVER ANY PROPERTY REGISTERED TO THE CHARGOR, INCLUDING: ANY PRESENT OR FUTURE FREEHOLD; PLEASE REFER TO SCHEDULE 3 OF THE DEBENTURE FOR ADDITIONAL DETAIL.**

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: **SONALI MAULIK**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3936134

Charge code: 0393 6134 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2019 and created by CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2019 .

Given at Companies House, Cardiff on 28th June 2019

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

SUPPLEMENTAL DEED OF CHARGE

SUPPLEMENTAL TO A DEBENTURE DATED 20 SEPTEMBER 2012 (AS PREVIOUSLY SUPPLEMENTED FROM TIME TO TIME)

dated

14 June 2019

by

CABOT FINANCIAL LIMITED
AS OBLIGORS' AGENT FOR THE COMPANIES LISTED HEREIN
as Chargors

and

CABOT CREDIT MANAGEMENT LIMITED
IN FAVOUR OF
J.P. MORGAN EUROPE LIMITED
as Security Agent

Baker McKenzie.

Baker & McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom
www.bakermckenzie.com

Table of contents

1. Definitions and interpretation 1

2. Confirmation of existing security 3

3. Supplemental security 3

4. People with significant control register regime 4

5. Miscellaneous 5

6. Governing law 5

Schedule 1
The Chargors

Supplemental Deed of Charge

This Deed (the "**Supplemental Charge**") is made by way of deed on 14 June 2019

Between

Cabot Financial Limited, in its capacity as Obligors' Agent (the "**Obligors' Agent**") on behalf of the companies listed in Schedule 1 (*The Chargors*) (each a "**Chargor**"); and

Cabot Credit Management Limited (formerly known as Cabot Credit Management PLC), a private company incorporated under the laws of England and Wales with company registration number 5754978 and with its registered office at 1 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA as another guarantor ("**CCML**"), in favour of

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. By virtue of the Original Security Document (as defined below) the Chargors and CCML created security over the Charged Assets in respect of the Secured Obligations (each as defined in the Original Security Document).

B. By virtue of a security accession deed dated 28 July 2015, Hillesden Securities Limited agreed to be a Chargor for the purposes of the Original Security Document (as defined below) and to be bound by all the terms of the Original Security Document as if it had been a party to it as an original Chargor.

C. By virtue of a security accession deed dated 11 November 2015, Cabot Financial (Luxembourg) II S.A. agreed to be a Chargor for the purposes of the Original Security Document (as defined) and to be bound by all the terms of the Original Security Document as if it had been a party to it as an original Chargor.

D. Cabot Financial (Luxembourg) II S.A. (the "**Issuer**") will on or about the date of this Deed, issue Pari Passu Notes and incur Pari Passu Liabilities (each term as defined in the Intercreditor Agreement) in respect of additional senior secured floating rate notes due 2024 (the "**Notes**").

E. The Chargors and CCML 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 Chargors and CCML to the Pari Passu 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:

"**Amended Secured Obligations**" means the Secured Obligations as defined in the Original Security Document and including such obligations arising under the Notes on and after the date hereof and any such obligations arising under or in relation to Future Transactions.

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

"**Future Transaction**" means any (however fundamental and of whatsoever nature and whether or not more onerous) variation, increase, extension of the term of, or addition to any of the Transaction Documents and/or any financings or amount contemplated by or made available under or in accordance with any of the Transaction Documents for any purpose including in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing financings; refinancing any other indebtedness; making financing available to new borrowers; any other variation or extension of the purposes for which any such financing or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

"**Hillesden Security Accession Deed**" means the security accession deed dated 28 July 2015 between Hillesden Securities Limited as the new chargor and J.P. Morgan Europe Limited as security agent.

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

"**Original Security Document**" means the debenture dated 20 September 2012 between, amongst others, the Chargors, CCML and the Security Agent as confirmed on 8 February 2014 and as supplemented by supplemental deeds of charge dated 5 February 2015, 1 June 2015, 11 November 2015, 6 October 2016, 13 December 2017, 2 February 2018 and 18 July 2018 and as further supplemented by the Hillesden Security Accession Deed.

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 or the Intercreditor Agreement has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge.

1.3 Construction

(a) 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.

(b) In this Supplemental Charge any reference to the "**Security Agent**", the "**Obligors' Agent**", the "**Chargors**", "**CCML**", 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.

(c) From the date hereof the Original Security Document shall be read and construed as one document with this Supplemental Charge.

(d) References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge.

1.4 Third Party Rights

A person who is not a party to this Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Charge.

2. Confirmation of existing security

For the avoidance of doubt, each Chargor and CCML 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 CCML in respect of Clause 3.2(g) below only) charges with full title guarantee 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 (which so far as it relates to land in England and Wales vested in a Chargor at the date of this Supplemental Charge shall be a charge by way of legal mortgage), all of its rights, title and interest from time to time in and to:

(a) all its Real Property (other than the Excluded Real Property);

(b) all its Tangible Moveable Property;

(c) all its Accounts (except for the Control Accounts);

(d) any contract or agreement to which that Chargor is a party (except for the Intercompany Loan Agreements) (including any Hedging Agreement);

(e) 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);

(f) all its Investments and all dividends, interest and other monies payable in respect of those Investments;

(g) all its Shares and all dividends, interest and other monies payable in respect of those Shares;

(h) all its Intellectual Property;

(i) any goodwill, rights and claims in relation to the uncalled capital of that Chargor; and

(j) (to the extent not validly and effectively assigned pursuant to Clause 3.3 (*Assignments*)), all of its 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 assigns and agrees to assign absolutely with full title guarantee 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 rights, claims, title and interest from time to time in and to each of the following assets:

(a) each of its Control Accounts;

(b) each of its Intercompany Loan Agreements; and

(c) the proceeds of each of its Insurance Policies,

in each case together with all Related Rights.

3.4 Floating Charge

(a) 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 with full title guarantee 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.

(b) The floating charge created by sub-clause 3.4(a) 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.

(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.4 (*Floating Charge*).

3.5 Exclusions

(i) Any assets, contracts, agreements, claims and rights and any (ii) dividends, interest and other monies payable in respect thereof, and which are in each case governed by, expressed to be governed by and/or are subject to Luxembourg law (and in particular, the assets, claims, rights and monies which are subject to the security interests granted or to be granted (as the case may be) under the existing Luxembourg law pledge agreements or any future Luxembourg law pledge agreement(s)), shall be excluded from the scope of, and shall not be subject to, the Fixed Security, the fixed charge(s), the assignment(s) and the floating charge(s) created and/or granted under and pursuant to both the Original Security Document and this Supplemental Charge.

4. People with significant control register regime

With effect from the date hereof, the Original Security Document shall be amended as follows:

Clause 6 (*Provisions as to Security and Perfection*) shall include a further sub-clause 6.12 ("*People with Significant Control Register Regime*") as follows: "*(a) No "warning notice" or "restrictions notice" (in each case as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006) has been issued to either any of the Chargors nor CCML in respect of all or any part of the Shares and remains in effect; (b)The Chargors and CCML shall: (i) Comply with any notice served on it by any company in which any Chargor or CCML holds Shares, pursuant to Part 21A of the Companies Act 2006 and within the time frame specified in the notice; and (ii) promptly provide the Security Agent with a copy of any such notice.*"

5. Miscellaneous

5.1 Incorporation of terms – Original Security Document

The provisions of clauses 1.8 (*Present and future assets*), 1.9 (*Real Property*), 1.10 (*Separate Security*), 1.11 (*Security Agent assumes no obligation*), 2 (*Covenant to pay*), 5.2 (*Crystallisation: by notice*), 5.3 (*Crystallisation: automatic*), 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 or Administrator*), 16 (*Powers of Receivers*), 17 (*Application of Monies*), 18 (*Protection of Purchasers*), 19 (*Power of Attorney*), 20 (*Effectiveness of Security*), 21 (*Prior Security Interests*), 22 (*Subsequent Security Interests*), 23 (*Suspense Accounts*), 24 (*Release of Security*), 25 (*Set-off*), 26 (*Assignment*), 27 (*Notices*), 28 (*Discretion and Delegation*), and 30 (*Jurisdiction*) (and including Schedule 4 (*Form of Legal Charge*), Schedule 5 (*Form of Notice of Security to Account Bank*), Schedule 6 (*Form of Notice of Assignment of Intercompany Loan Agreement*), Schedule 7 (*Form of Notice of Assignment of Servicing Agreement*), Schedule 8 (*Form of Notice of Assignment of Insurance Policy*) and Schedule 9 (*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:

(a) the "**Secured Obligations**" are references to the "Amended Secured Obligations";

(b) "**this Debenture**" are references to this Supplemental Charge; and

(c) in respect of clause 1.10 (*Separate Security*) of the Original Security Document only, so that the reference to "Clauses 4.1 (*Mortgage of Real Property*) to 4.14 (*Assignment of Insurance Policies*)" is a reference to "Clauses 3.2(a) to 3.2(j)".

5.2 Original Security Document

Except insofar as supplemented by this Supplemental Charge the Original Security Document shall remain in full force and effect.

5.3 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.

5.4 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.

6. Governing law

This Supplemental Charge and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL CHARGE has been signed on behalf of the Security Agent and executed as a deed by the Obligors' Agent (on behalf of each of the Chargors) and CCML and is delivered by each of them on the date specified above.

Schedule 1

The Chargors

Name of Chargor	**Registration number (or equivalent, if any) Jurisdiction of Incorporation**
Cabot Financial (Luxembourg) S.A.	B-171245 Luxembourg
Cabot Financial (Luxembourg) II S.A.	B 201.268, Luxembourg
Cabot Financial Limited	05714535, England & Wales
Cabot Financial Holdings Group Limited	04071551, England & Wales
Cabot Credit Management Group Limited	04934534, England & Wales
Cabot Financial Debt Recovery Services Limited	03936134, England & Wales
Cabot Financial (UK) Limited	03757424, England & Wales
Cabot Financial (Europe) Limited	03439445, England & Wales
Financial Investigations and Recoveries (Europe) Limited	003958421, England & Wales
Apex Credit Management Limited	03967099, England & Wales
Hillesden Securities Limited	01418063, England & Wales

Execution Pages to Supplemental Charge

EXECUTED as a DEED
by **CABOT FINANCIAL LIMITED** as Obligors' Agent on behalf of each of the Chargors

acting by a director)
in the presence of:)

[redacted]

Signature of witness: [redacted]

Name: ELLE ILLINGWORTH
(in BLOCK CAPITALS)

Address: WHITE & CASE LLP
5 OLD BROAD STREET
LONDON EC2N 1DW

EXECUTED as a DEED
by **CABOT CREDIT MANAGEMENT LIMITED**

acting by a director)
in the presence of:)

[redacted]

Signature of witness: [redacted]

Name: ELLE ILLINGWORTH
(in BLOCK CAPITALS)

Address: WHITE & CASE LLP
5 OLD BROAD STREET
LONDON EC2N 1DW

The Security Agent

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

By: [redacted]

Authorised Signatory
Fatma Mustafa
Vice President

Address: 25 Bank Street, Canary Wharf London E14 5JP

Fax: 02077772360

Attention: Loans Agency