

MG01

Particulars of a mortgage or charge

108553/113



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LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is not for**
You cannot use this form to register
particulars of a charge in Scotland
company To do this use form MG01s

THURSDAY



L17

L11COTKR

27/09/2012

#16

COMPANIES HOUSE

base

uk

1 Company details

Company number 4 0 7 1 5 5 1

Company name in full Cabot Credit Management Group Limited (the "Company")

9 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d2 d0 m0 m9 y2 y0 y1 y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture dated 20 September 2012 granted by the Company, the Original
Chargors and Cabot Credit Management Limited ("CCML") in favour of J P
Morgan Europe Limited (the "Security Agent") as trustee for the Secured
Parties (the "Debenture").

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured Please see attached continuation sheet.

Continuation page

Please use a continuation page if
you need to enter more details

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	J P Morgan Europe Limited as trustee for the Secured Parties
Address	25 Bank Street
	London
Postcode	E 1 4 5 J P
Name	
Address	
Postcode	

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars Please see attached continuation sheet

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

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 registration of the charge

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Peetra Anderson-Figueroa, 70-40527904

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	All the Secured Liabilities, and 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 the Debenture and any mortgage), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "Secured Obligations"). Please refer to the continuation pages of this form MG01 for definitions of capitalised terms	

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. FIXED SECURITY

1.1 Mortgage of Real Property

Each Chargor charges, by way of first legal mortgage, its Mortgaged Property

1 2 Fixed charge over Real Property

Each Chargor charges (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1 1 (Mortgage of Real Property)), by way of first fixed charge, all of its rights, title and interest from time to time in and to all its Real Property (other than the Excluded Real Property) and all Related Rights.

1 3 Fixed charge over Tangible Moveable Property

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Tangible Moveable Property and all Related Rights

1 4 Fixed charge over Accounts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Accounts (except for the Control Accounts) and all Related Rights

1 5 Fixed charge over contracts

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any contract or agreement to which that Chargor is a party (except for the Intercompany Loan Agreements) (including any Hedging Agreement) and all Related Rights

1 6 Fixed charge over Monetary Claims

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Monetary Claims (other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture) and all Related Rights (to the extent not already charged under this Clause 1 6).

1 7 Fixed charge over Investments

Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Investments and all dividends, interest and other monies payable in respect of those Investments and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise)

1 8 Fixed charge over Shares

Each Chargor and CCML charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Shares and all

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	dividends, interest and other monies payable in respect of those Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise). 1 9 Fixed charge over Intellectual Property Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to its Intellectual Property and all Related Rights. 1.10 Fixed charge over goodwill Each Chargor charges, by way of first fixed charge, all of its rights, title and interest from time to time in and to any goodwill, rights and claims in relation to the uncalled capital of that Chargor 1.11 Fixed charge over other assets Each Chargor charges (to the extent not validly and effectively assigned pursuant to Clauses 1 12 (<i>Assignment of Accounts</i>) to 1 14 (<i>Assignment of Insurance Policies</i>)), by way of first fixed charge, 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 and all Related Rights in relation to each of those assets 1 12 Assignment of Accounts Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Control Account of that Chargor and all Related Rights 1.13 Assignment of Intercompany Loan Agreements Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to each Intercompany Loan Agreement of that Chargor and all Related Rights. 1.14 Assignment of Insurance Policies Each Chargor assigns and agrees to assign absolutely, all of its rights, claims, title and interest from time to time in and to the proceeds of each Insurance Policy of that Chargor and all Related Rights 2 FLOATING CHARGE 2 1 Floating charge (a) Each Chargor charges by way of first floating charge in favour of the Security Agent all present and future assets and undertaking of that Chargor (b) The floating charge created by paragraph (a) of Clause 2.1 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 security for the	

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Secured Obligations

(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) of Clause 2.1 above

3 FURTHER ASSURANCE

3.1 The Debenture contains covenants for further assurance

4. NEGATIVE PLEDGE

4.1 The Debenture contains a negative pledge.

5 DEFINED TERMS

In this form MG01:

"Account" means, for any Chargor, the accounts (a) specified next to that Chargor's name in Part A (Accounts) of Schedule 2 (The Assets) of the Debenture, (b) specified in Schedule 1 (The Assets) of the relevant Security Accession Deed or (c) opened or maintained by a Chargor with the Security Agent or any other person (and any replacement account or subdivision or subaccount of that account), but excluding any accounts opened or maintained by a Chargor that contain monies held on trust for third parties the debt or debts represented thereby and all Related Rights.

"Additional Borrower" has the meaning given to the term in the Facility Agreement

"Additional Guarantor" has the meaning given to the term in the Facility Agreement

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company For the purposes of The Royal Bank of Scotland plc, "Affiliate" shall include The Royal Bank of Scotland N V and each of its subsidiaries or subsidiary undertakings but shall not include (i) the UK Government or any member or instrumentality thereof, including Her Majesty's Treasury and UK Financial Investments Limited (or any directors, officers, employees or entities thereof) or (ii) any persons or entities controlled by or under common control with the UK Government or any member or instrumentality thereof (including Her Majesty's Treasury and UK Financial Investments Limited) which are not part of The Royal Bank of Scotland Group plc and its subsidiaries or subsidiary undertakings (including The Royal Bank of Scotland N V and each of its subsidiaries or subsidiary undertakings)

"Agent" means J P Morgan Europe Limited.

"Ancillary Facility" has the meaning given to the term in the Facility Agreement

"Arranger" means Citigroup Global Markets Limited, J P Morgan Limited, Lloyds TSB Bank plc and The Royal Bank of Scotland plc

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	"Arranger Liabilities" means all Liabilities of any Debtor to any Arranger under the Credit Facility Documents "Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 32 (<i>Changes to the Obligors</i>) of the Facility Agreement and, in respect of an Ancillary Facility only, any Affiliate of a Borrower that becomes a borrower of that Ancillary Facility with the approval of the relevant Lender pursuant to the provisions of Clause 9.9 (<i>Affiliates of Borrowers</i>) of the Facility Agreement. "Capital Stock" has the meaning given to the term in the Facility Agreement. "Charged Assets" means all of the assets and undertaking of each Chargor and CCML which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to the Debenture, any Legal Charge and any relevant Security Accession Deed "Chargors" means the Original Chargors and any additional company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed. "Control Account" means an interest-bearing account (a) held, or to be held, by a Borrower with the Agent or the Security Agent (or an Affiliate of the Agent or the Security Agent), (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account, (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent (each acting reasonably), and (d) from which no withdrawals may be made by any members of the Restricted Group except as contemplated by the Debenture, "Credit Facility" has the meaning given to the term in the Intercreditor Agreement. "Credit Facility Document" means (a) each "Finance Document" under, and as defined in, the Facility Agreement (but excluding any Hedging Document), and (b) after the RCF Discharge Date, if applicable, each document or instrument entered into between a member of the Restricted Group and a Finance Party setting out the terms of any loan, credit or guarantee facility or securities which creates or evidences any Credit Facility which has a principal amount of indebtedness of at least £10,000,000. "Credit Facility Lender Liabilities" means the Liabilities owed by the Debtors to the Credit Facility Lenders under or in connection with the	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	Credit Facility Documents but excluding any Hedging Liabilities. "Credit Facility Lenders" has the meaning given to the term in the Intercreditor Agreement. "Creditor Representative" means: (a) in relation to the RCF Lenders, the Agent, (b) in relation to the Credit Facility Lenders under any Credit Facility (other than the Facility), the facility agent in respect of that Credit Facility, (c) in relation to the Senior Noteholders, the Senior Note Trustee, (d) in relation to any Pari Passu Creditor of any Pari Passu Debt, the Pari Passu Debt Representative in respect of those Pari Passu Creditors, and (e) in relation to any Hedge Counterparty, each Hedge Counterparty shall be its own Creditor Representative "Creditor Representative Liabilities" means all the Liabilities owed by the Debtors to the Creditor Representatives under or in connection with the Primary Finance Documents (but does not include any amount in respect of principal, interest, redemption or prepayment) "Debt Documents" means each of the Intercreditor Agreement, the Primary Finance Documents, the Transaction Security Documents, the Structural Debt Documents, the Intra-Group Debt Documents and any other document designated as such by the Security Agent and the Parent. "Debtor" has the meaning given to the term in the Intercreditor Agreement "Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent. "Excluded Real Property" means the following leasehold interests held by Apex Credit Management Limited (a) the lease of Avon House, Avon Place, Arden Street, Stratford upon Avon, Warwickshire CV37 6NW dated 30 June 2009 and made between (1) Thirngreen Limited and (2) Apex Credit Management Limited and registered at the Land Registry with title number WK453093, (b) the lease of 4 Elm Court, Arden Street, Stratford upon Avon, Warwickshire CV37 6PA dated 02 March 2006 and made between (1) The King Henry VIII Endowed Trust, Warwick and (2) BCW Group Plc registered at the Land Registry with title number WK429834, (c) the lease of Ground and First Floor, Westbrook House, 18/20 Albion Place, Maidstone, Kent made between (1) Mr and Mrs P W Bowles and (2) Apex Credit Management Limited, and (d) the lease of room, 2 Caird Park, Hamilton ML3 0EU dated 01 October	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged 2010 and made between (1) Macrocom 772 Ltd and (2) Apex Credit Management Limited "Facility" has the meaning given to the term in the Facility Agreement. "Facility Agreement" means the £50,000,000 revolving credit facility agreement dated 20 September 2012 made between, amongst others, the Obligors, the Agent and the Security Agent. "Finance Document" has the meaning given to the term in the Facility Agreement "Finance Party" has the meaning given to the term in the Intercreditor Agreement "Fixed Security" means any mortgage, fixed charge or assignment expressed to be constituted by or pursuant to Clause 4 (<i>Fixed Security</i>) of the Debenture "Guarantor" means an Original Guarantor or an Additional Guarantor "Hedge Counterparty" means any person which is or has become a Party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement "Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a member of the Restricted Group and a Hedge Counterparty for any purpose permitted under Clause 27.18 (<i>Treasury Transactions</i>) of the Facility Agreement. "Hedging Document" means any master agreement, confirmation, schedule, spot or forward delivery foreign exchange contract or other agreement entered into by a Debtor and a Hedge Counterparty for the purposes of hedging any interest rate and foreign exchange exposures that are permitted under the terms of the Credit Facility Documents, the Senior Note Documents and the Pari Passu Debt Documents to share in the Transaction Security. "Hedging Liabilities" means the Liabilities owed by any Debtor to any Hedge Counterparty under or in connection with any Hedging Document (whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently, and whether as principal, surety or otherwise) and the guarantee and indemnity referred to in Clause 8 (<i>Guarantee and indemnity</i>) of the Intercreditor Agreement "Holding Company" has the meaning given to the term in the Facility Agreement "Incurrence" has the meaning given to the term in the Senior Note Indenture "Insurance Policy" means any policy of insurance in which any Chargor may from time to time have an interest (as amended or supplemented) in relation to any Charged Assets, other than third party liability and public liability insurance policies

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Intellectual Property" means any patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and the benefit of all applications and rights to use such assets in which any Chargor may from time to time have an interest.

"Intercompany Loan Agreements" means, for any Chargor, (a) the Intra-Group Debt Documents under which a Chargor is a lender and specified opposite that Chargor's name in Part C (*Intercompany Loan Agreements*) of Schedule 2 (*The Assets*), (b) the Intra-Group Debt Documents under which a Chargor is a lender and specified opposite that Chargor's name in Schedule 1 (*The Assets*) of the relevant Security Accession Deed, or (c) any Intra-Group Debt Document to which a Chargor is from time to time party in the capacity of a lender

"Intercreditor Agreement" means the intercreditor agreement dated 20 September 2012 and made between, amongst others, the Parent, the Debtors, the Security Agent, the Agent, the Lenders, the Arranger, the Intra-Group Lenders, the Structural Creditors and the Senior Note Trustee.

"Intra-Group Debt Documents" means all documents, agreements and instruments between any member of the Restricted Group and any Intra-Group Lender as a creditor evidencing any Intra-Group Liabilities.

"Intra-Group Lenders" has the meaning given to the term in the Intercreditor Agreement

"Intra-Group Liabilities" has the meaning given to the term in the Intercreditor Agreement

"Investments" means any.

(a) stocks, shares, debentures and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative finance investment bonds (but not including the Shares) other than those held by any Permitted Purchase Obligations SPV,

(b) interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests,

(c) warrants and other instruments entitling the holder to subscribe for or acquire any investments described in paragraphs (a) or (b) above;

(d) certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above; and

(e) options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of any Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, custodian, fiduciary or clearance system including, without limitation, any

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

contractual rights or any right to delivery of all or any part of the Investments from time to time).

"Legal Charge" means a charge by way of legal mortgage in respect of all or any part of the Real Property between any Chargor and the Security Agent substantially in the form of Schedule 4 (*Form of Legal Charge*) of the Debenture

"Lender" has the meaning given to the term in the Facility Agreement.

"Liabilities" has the meaning given to the term in the Intercreditor Agreement.

"Mandatory Prepayment Account" means an interest-bearing account

(a) held, or to be held, by a Borrower with the Agent or the Security Agent (or Affiliate of the Agent or the Security Agent),

(b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,

(c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent (each acting reasonably), and

(d) from which no withdrawals may be made by any members of the Restricted Group except as contemplated by the Facility Agreement,

as the same may be redesignated, substituted or replaced from time to time

"Monetary Claims" means any book and other debts and monetary claims owing to any Chargor and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which any Chargor is a party and any other assets, property, rights or undertaking of that Chargor).

"Mortgaged Property" means the freehold and leasehold property specified in the schedule to each Legal Charge

"Obligor" means a Borrower or a Guarantor.

"Original Borrowers" has the meaning given to the term in the Facility Agreement.

"Original Chargors" means Cabot Financial Limited, Cabot Financial Holdings Group Limited, Cabot Credit Management Group Limited, Cabot Financial Debt Recovery Services Limited, Cabot Financial (UK) Limited, Cabot Financial (Europe) Limited, Financial Investigations & Recoveries (Europe) Limited, Apex Credit Management Limited and Cabot Financial (Luxembourg) S A.

"Original Guarantors" has the meaning given to the term in the Facility

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Agreement.

"Parent" means Cabot Financial Limited

"Pari Passu Creditor" means a lender or a creditor in respect of any Pari Passu Debt and each of their respective Pari Passu Debt Representatives.

"Pari Passu Debt" has the meaning given to the term in the Intercreditor Agreement

"Pari Passu Debt Documents" means each document or instrument entered into between any member of the Restricted Group and a Pari Passu Creditor setting out the terms of any loan, credit or guarantee facility, notes, indenture or security which creates or evidences any Pari Passu Debt

"Pari Passu Debt Representative" has the meaning given to the term in the Intercreditor Agreement

"Pari Passu Liabilities" means the Liabilities owed by the Debtors to the Pari Passu Creditors under the Pari Passu Debt Documents (but excluding any Hedging Liabilities)

"Party" means a party to the Intercreditor Agreement

"Permitted Purchase Obligations" has the meaning given to the term in the Senior Note Indenture

"Permitted Purchase Obligations SPV" means a Wholly Owned Restricted Subsidiary (i) which engages in no activities other than the acquisition of sub-performing or charged-off consumer accounts, installment loans or other similar accounts or portfolios thereof (including through the use of Right to Collect Accounts), the Incurrence of Permitted Purchase Obligations to finance such acquisition and any business or activities incidental or related to such business and is set up in connection with the Incurrence of Permitted Purchase Obligations, (ii) to which Cabot Financial Limited or any Restricted Subsidiary contributes, loans or otherwise transfers no amounts in excess of amounts required, after giving effect to the Incurrence of Permitted Purchase Obligations, to consummate the relevant purchase of assets and amounts required for incidental expenses, costs and fees for the set-up and continuing operations of such Permitted Purchase Obligations SPV, and (iii) all the Capital Stock of which is held by a Wholly Owned Restricted Subsidiary which holds no other material assets

"Primary Finance Documents" means the Credit Facility Documents, the Senior Note Documents, the Pari Passu Debt Documents, the Hedging Documents and the Security Agent Fee Letter

"RCF Discharge Date" has the meaning given to the term in the Intercreditor Agreement

"RCF Lender" has the meaning given to the term in the Intercreditor Agreement

"Real Property" means (including as provided in Clause 1.9 (Real Property) of the Debenture), the Mortgaged Property and any present or future

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	Please give the short particulars of the property mortgaged or charged
Short particulars	freehold or leasehold or immovable property and any other interest in land or buildings (but excluding the Excluded Real Property) and any rights relating thereto in which any Chargor has an interest or the property set out in Schedule 3 (<i>Details of Real Property</i>) of the relevant Security Accession Deed "Receiver" means a receiver, receiver and manager or, where permitted by law, an administrative receiver and that term will include any appointee made under a joint or several appointment. "Related Rights" means, in relation to any asset: (a) the proceeds of sale or rental of any part of that asset; (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset, and (d) any monies and proceeds paid or payable in respect of that asset "Restricted Group" means the Parent and the Restricted Subsidiaries "Restricted Subsidiary" means a Subsidiary of the Parent other than an Unrestricted Subsidiary "Right to Collect Account" has the meaning given to the term in the Facility Agreement "Secured Liabilities" means the Credit Facility Lender Liabilities, the Creditor Representative Liabilities, the Arranger Liabilities, the Senior Note Liabilities, the Pari Passu Liabilities and the Hedging Liabilities. "Secured Parties" means the Super Senior Creditors, the Senior Noteholders, the Pari Passu Creditors, the Hedge Counterparties, the Creditor Representatives, the Arrangers, the Security Agent and any Receiver or Delegate from time to time but, in the case of each Creditor Representative, Arranger, Super Senior Creditor, Pari Passu Creditor or Hedge Counterparty only if it is a party to the Intercreditor Agreement or has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 20 (<i>Changes to the Parties</i>) of the Intercreditor Agreement. "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 Accession Deed" means a deed substantially in the form set out in Schedule 9 (<i>Form of Security Accession Deed</i>) of the Debenture which, once executed, shall be read together with the Debenture as one instrument "Security Agent Fee Letter" means any letter between the Parent and the Security Agent setting out any of the fees referred to in Clause 18 26

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

(Security Agent fee) of the Intercreditor Agreement

"**Senior Note Creditors**" has the meaning given to the term in the Intercreditor Agreement

"**Senior Note Documents**" means:

- (a) the Senior Note Indenture,
- (b) the Senior Notes;
- (c) the Intercreditor Agreement,
- (d) the Senior Note Guarantees, and
- (e) the Transaction Security Documents

"**Senior Noteholders**" means the holders of the Senior Notes at any time pursuant to the terms of the Senior Note Indenture

"**Senior Note Indenture**" has the meaning given to the term in the Intercreditor Agreement

"**Senior Note Issuer**" has the meaning given to the term in the Intercreditor Agreement

"**Senior Note Liabilities**" means the Liabilities owed by the Senior Note Issuer and the Debtors to the Senior Note Creditors under the Senior Note Documents (but excluding any Hedging Liabilities)

"**Senior Notes**" has the meaning given to the term in the Intercreditor Agreement.

"**Senior Note Trustee**" means Citibank N A , London Branch as trustee for the Senior Noteholders

"**Shares**" means, for any Chargor and CCML, the shares in the capital of the company owned by that Chargor and specified opposite that Chargor's name in (a) Part B (Shares) of Schedule 2 (The Assets) of the Debenture; (b) in Schedule 1 (The Assets) of the relevant Security Accession Deed, held by, to the order or on behalf of the relevant Chargor at any time, including any additional share capital issued by those companies to a Chargor after the date of the Debenture, or (c) any other shares in the capital of a member of the Restricted Group held by, to the order or on behalf of a Chargor from time to time as notified to the Security Agent

"**Structural Creditors**" has the meaning given to the term in the Intercreditor Agreement.

"**Structural Debt Documents**" means all documents, agreements and instruments between any Debtor and any Structural Creditor evidencing any Structural Liabilities.

"**Structural Liabilities**" has the meaning given to the term in the

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	Intercreditor Agreement. "Subsidiary" has the meaning given to the term in the Facility Agreement. "Super Senior Creditors" means the Credit Facility Lenders and their respective Creditor Representatives. "Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of any Chargor's stock in trade or work in progress) "Transaction Security" has the meaning given to the term in the Facility Agreement "Transaction Security Documents" means (a) each "Transaction Security Document" as defined in the Facility Agreement, (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and (c) any Security granted by the Debtors under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above, which in each case, to the extent legally possible. (1) is created in favour of the Security Agent as trustee for the other Secured Parties in respect of their Liabilities; or (11) in the case of any jurisdiction in which effective Security cannot be granted in favour of the Security Agent as trustee for the Secured Parties is created in favour of (A) all the Secured Parties in respect of their Liabilities, or (B) the Security Agent under a parallel debt structure for the benefit of all the Secured Parties "Unrestricted Subsidiary" has the meaning given to the term in the Facility Agreement "Wholly Owned Restricted Subsidiary" has the meaning given to the term in the Senior Note Indenture.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4071551
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 20
SEPTEMBER 2012 AND CREATED BY CABOT CREDIT
MANAGEMENT GROUP LIMITED FOR SECURING ALL SUMS
DUE OR TO BECOME DUE UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 27 SEPTEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 OCTOBER 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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