



**Registration of a Charge**

Company name: **CABOT CREDIT MANAGEMENT GROUP LIMITED**

Company number: **04934534**



X9EBO714

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

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**Details of Charge**

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

Charge code: **0493 4534 0020**

Persons entitled: **TRUIST BANK**

Brief description: **NONE**

**Contains fixed charge(s).**

**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: **NICK CUSACK**



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

Company number: 4934534

Charge code: 0493 4534 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th September 2020 and created by CABOT CREDIT MANAGEMENT GROUP 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

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**LUXEMBOURG SECURITY CONFIRMATION AGREEMENT**

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dated

**24 SEPTEMBER 2020**

by

**TRUIST BANK**

Security Agent

and

**CABOT CREDIT MANAGEMENT GROUP LIMITED**

**CABOT FINANCIAL (LUXEMBOURG) S.A.**

**AND**

**CABOT FINANCIAL (LUXEMBOURG) II S.A.**

Pledgors

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THIS LUXEMBOURG SECURITY CONFIRMATION AGREEMENT is made on 24 September 2020 (the "Agreement").

BETWEEN

- (1) TRUIST BANK (as successor of JP Morgan Europe Limited) , acting for itself and as agent for and on behalf of the Secured Parties (as such term is defined under the Intercreditor Agreement) (the "Security Agent");
- (2) CABOT CREDIT MANAGEMENT GROUP LIMITED, a private limited liability company incorporated under the laws of England and Wales with company registration number 04934534 and with its registered office at 1 Kinds Hill Avenue, Kings Hill, West Malling, Kent, ME194UA (the "First Pledgor");
- (3) CABOT FINANCIAL (LUXEMBOURG) S.A., a Luxembourg public limited liability company (*société anonyme*), having its registered office at 6, rue Gabriel Lippmann, L-5365, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 171.245 (the "Second Pledgor"); and
- (4) CABOT FINANCIAL (LUXEMBOURG) II S.A., a Luxembourg public limited liability company (*société anonyme*), having its registered office at 6, rue Gabriel Lippmann, L-5365, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 201.268 (the "Third Pledgor", and together with the First Pledgor and the Second Pledgor, the "Pledgors").

The Pledgors and the Security Agent shall hereinafter be referred to as the "Parties" and each as a "Party".

WHEREAS

- A. On 20 September 2012, the Pledgors entered as guarantors into a facility agreement with, amongst others, Cabot Financial Limited as parent ("Cabot Financial"), the subsidiaries of Cabot Financial as original borrowers (the "Original Borrowers"), J.P. Morgan Europe Limited as agent, the Security Agent and the financial institutions named therein as original lenders, pursuant to which certain loans has been made available to the Original Borrowers (the "Original Facility Agreement", as amended and restated from time to time and for the last time on or around the date hereof, the "Facility Agreement").
- B. On 20 September 2012, an intercreditor agreement has been entered into between, amongst others, Cabot financial as parent, the Second Pledgor as senior notes issuer, J.P. Morgan Europe Limited as RCF agent, Citibank, N.A., London Branch as senior notes trustee, Citibank, N.A., London Branch, Lloyds Bank plc and the Royal Bank of Scotland as original RCF Lender, the First Pledgor and Second Pledgor as original debtors and the Security Agent, which the Pledgors acceded as debtors and as intra-group lenders (the "Original Intercreditor Agreement", as amended and restated from time to time and for the last time on or around the date hereof, the "Intercreditor Agreement").
- C. In order to secure the obligations under the Facility Agreement and the Intercreditor Agreement, the Parties entered into the following security documents:

- (i) a Luxembourg law governed share pledge agreement dated 20 September 2012 between the First Pledgor as pledgor, the Second Pledgor as company and J.P Morgan Europe Limited as security agent, as amended and as confirmed from time to time (the "**First Share Pledge Agreement**");
  - (ii) a Luxembourg law governed share pledge agreement dated 11 November 2015 between the First Pledgor as pledgor, the Third Pledgor as company and J.P Morgan Europe Limited as security agent, as confirmed from time to time (the "**Second Share Pledge Agreement**", and together with the First Share Pledge, the "**Share Pledge Agreements**");
  - (iii) a Luxembourg law governed account pledge agreement dated 20 September 2012 between the Second Pledgor as pledgor and J.P Morgan Europe Limited as security agent, as confirmed from time to time (the "**First Account Pledge Agreement**");
  - (iv) a Luxembourg law governed account pledge agreement dated 11 November 2015 between the Third Pledgor as pledgor and J.P Morgan Europe Limited as security agent, as confirmed from time to time (the "**Second Account Pledge Agreement**" and together with the First Account Pledge, the "**Account Pledge Agreements**").
- D. It is contemplated that on or about the date of the Agreement, Encore Capital Group, Inc ("**Encore**") will issue senior secured notes (the "**New Notes**") under an indenture to be entered into among, *inter alios*, Encore, as notes issuer, Cabot Financial Limited, as guarantor and the other guarantors named therein, Citibank, N.A., London Branch, as trustee and the Security Agent as security agent (the "**Indenture**").
- E. It is contemplated that on or about the date of the Agreement, the Original Facility Agreement and the Original Intercreditor Agreement will be amended and restated (the "**Amendments**").
- F. In the context of the Indenture and the Amendments, the Parties have agreed to enter into this Agreement.
- G. It is expressly agreed that this Agreement and the New Notes are Pari Passu Debt Documents as such terms are defined in the Intercreditor Agreement and that the obligations arising under such Pari Passu Debt Documents constitute both Secured Liabilities and Secured Obligations within the meaning of the Intercreditor Agreement.

## **NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS**

### **1 Definitions and interpretation**

1.1 Unless the context otherwise requires or unless otherwise defined in this Agreement, terms defined in the Intercreditor Agreement, the Indenture and the Luxembourg Pledge Agreements, as applicable, shall have the same meaning when used in this Agreement.

1.2 In addition, the following definitions will apply:

"Account Pledge I" has the meaning ascribed to the term Pledge in the First Account Pledge Agreement.

"Account Pledge II" has the meaning ascribed to the term Pledge in the Second Account Pledge Agreement.

"Account Pledges" means collectively the Account Pledge I and the Account Pledge II.

"Luxembourg Pledge Agreements" means collectively the Account Pledge Agreements and the Share Pledge Agreements.

"Obligors" has the meaning given to this term in the Facility Agreement.

"Pari Passu Debt" has the meaning ascribed to such term in the Intercreditor Agreement.

"Pledges" means collectively the Account Pledges and the Share Pledges (as defined below).

"Secured Obligations" means (i) all the Secured Liabilities (as defined in the Intercreditor Agreement, and including for the avoidance of any doubt and without limitation, the liabilities under the New Notes) and (ii) all other present and future debts and obligations at any time due, owing or incurred by any member of the Restricted Group (as defined in the Intercreditor Agreement) and by each Obligor to any Secured Party under the relevant Debt Documents (including the Pledge Agreements), both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Secured Parties" has the meaning ascribed to such term in the Intercreditor Agreement.

"Share Pledge I" has the meaning ascribed to the term Pledge in the First Share Pledge Agreement.

"Share Pledge II" has the meaning ascribed to the term Pledge in the Second Share Pledge Agreement.

"Share Pledges" means collectively the Share Pledge I and the Share Pledge II.

1.3 This Agreement shall be construed in accordance with the terms of the Intercreditor Agreement.

1.4 The recitals shall be an integral part of this Agreement and shall be referred to in the construction of it.

1.5 The Parties agree that this Agreement shall be deemed a Finance Document and that, accordingly, all rights, duties, privileges, protections and benefits of the Security Agent set forth in the Facility Agreement are hereby incorporated by reference.

## **2 Confirmation of security**

2.1 Each of the Pledgors hereby confirms and agrees for the benefit of the Security Agent and its permitted assignees and successors in such role, acting for itself and as agent for and on behalf of the Secured Parties that:

- (i) the Pledges granted pursuant to the Luxembourg Pledge Agreements are hereby expressly confirmed and will remain in full force and effect notwithstanding the Amendments, the issuance of the New Notes and/or the obligations under the Note Documents (as defined in the Indenture)
- (ii) the Luxembourg Pledge Agreements and the Pledges created thereunder shall:
  - remain in full force and effect in accordance with their respective terms, notwithstanding, the Amendments, the issuance of the New Notes and/or the obligations under the Note Documents (as defined in the Indenture) becoming Pari Passu Debt under the Intercreditor Agreement

- continue to secure the Secured Obligations as they shall be in existence notwithstanding the Amendments, the issuance of the New Notes and/or the obligations under the Note Documents (as defined in the Indenture) becoming Pari Passu Debt under the Intercreditor Agreement, and
  - extend to the obligations owed by the Obligors at any time to the Secured Parties under or pursuant to the Debt Documents, without any further actions,
- (iii) all the provisions of the Luxembourg Pledge Agreements shall remain unchanged and in full force and effect;
- (iv) it shall co-operate in any steps necessary (if any) to ensure that each Luxembourg Pledge Agreement continues to be in full force and effect and cover the Secured Obligations.
- 2.2. The Parties agree that nothing in this Agreement is intended to be, or shall be considered as a novation of any security interest granted pursuant to the Luxembourg Pledge Agreements.
- 3 Representations**
- 3.1 The representations set out in Clause 5. (*Representations*) of the First Share Pledge and the Second Share Pledge are deemed to be repeated by the relevant Pledgor on the date hereof.
- 3.2 The representations set out in Clause 4. (*Representations*) of the First Account Pledge and the Second Account Pledge are deemed to be repeated by the relevant Pledgor on the date hereof.
- 4 Notices**
- Notices under this Agreement shall be made in accordance with Clause 28 (*Notices*) of the Intercreditor Agreement.
- 5 Pari Passu Debt Document**
- This Agreement is a Pari Passu Debt Document (as this term is defined in the Intercreditor Agreement).
- 6 Severability**
- The invalidity, illegality or unenforceability of any provisions hereof shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement or of any other provision hereof.
- 7 Expenses**
- All expenses and costs of the Security Agent shall be reimbursed as provided for in Clause 25 (*Costs and Expenses*) of the Intercreditor Agreement.



**8        Governing law and jurisdiction**

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with the laws of Luxembourg. The Pledgors agrees for the benefit of the Security Agent that any disputes in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Luxembourg-City, Grand Duchy of Luxembourg, without prejudice to the rights of the Security Agent to take legal action before any other court of competent jurisdiction in accordance with the terms of the Debt Documents.

**9        Counterparts**

This Agreement may be executed in one or more counterparts.

This Agreement has been signed in 4 (four) originals on the day and year first above written.

TRUIST BANK as Security Agent



Name: Hays Ward

Title: Director

**CABOT CREDIT MANAGEMENT GROUP LIMITED** as First Pledgor



Name: C Buck

Title: Director

**CABOT FINANCIAL (LUXEMBOURG) S.A.** as Second Pledgor

Name:

Title:

**CABOT FINANCIAL (LUXEMBOURG) II S.A.** as Third Pledgor

Name:

Title:

**CABOT CREDIT MANAGEMENT GROUP LIMITED** as First Pledgor

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Name:

Title:

**CABOT FINANCIAL (LUXEMBOURG) S.A.** as Second Pledgor

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Name: **SIMON BARNES**

Title: **MANAGER**

**CABOT FINANCIAL (LUXEMBOURG) II S.A.** as Third Pledgor

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Name: **SIMON BARNES**

Title: **MANAGER**