

113401/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

What this form is for
You may use this form to register a charge created or evidenced by an instrument

What this form is NOT for
You may not use this form to register a charge where an instrument is used. Use form M...

THURSDAY



L4KIGKNI
LD3 19/11/2015 #50
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration** 21 days beginning with the day after the date of creation of the charge. If it is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 03958421 ✓

Company name in full Financial Investigations and Recoveries (Europe) Limited ✓

For official use
→ **Filing in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date 01/11/2015 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name J P Morgan Europe Limited (as trustee for each of the Secured Parties) ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01

Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name Ben Rayner (70-40602717)

Company name Clifford Chance LLP (via CH London

Counter)

Address 10 Upper Bank Street

Post town London

County/Region Greater London

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone +44 (0)20 7006 2736



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 a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



LC

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 3958421

Charge code: 0395 8421 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2015 and created by FINANCIAL INVESTIGATIONS AND RECOVERIES (EUROPE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2015

Given at Companies House, Cardiff on 25th November 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

**C L I F F O R D
C H A N C E**

CLIFFORD CHANCE LLP

Execution Version

DATED 11 November 2015

THE COMPANIES LISTED HEREIN
AS CHARGORS

AND

CABOT CREDIT MANAGEMENT LIMITED

IN FAVOUR OF

J P MORGAN EUROPE LIMITED
AS SECURITY AGENT

SUPPLEMENTAL DEED OF CHARGE

SUPPLEMENTAL TO A DEBENTURE DATED 20
SEPTEMBER 2012 AS CONFIRMED ON 8 FEBRUARY
2014 AND AS SUPPLEMENTED BY A
SUPPLEMENTAL DEED OF CHARGE DATED 5
FEBRUARY 2015, AS FURTHER SUPPLEMENTED BY
A SUPPLEMENTAL DEED OF CHARGE DATED 1
JUNE 2015, AND AS FURTHER SUPPLEMENTED BY
A SECURITY ACCESSION DEED DATED 28 JULY
2015

We hereby certify that,
save for material redacted pursuant to s 895G of the Companies Act 2006,
this is a true copy of the original

Date 18 November 2015

Signed Clifford Chance LLP

Clifford Chance LLP
10 Upper Bank St
London E14 5JJ

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THIS SUPPLEMENTAL DEED OF CHARGE (the "**Supplemental Charge**") is made by way of deed on 11 November 2015

BY

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a "**Chargor**"), and
- (2) **CABOT CREDIT MANAGEMENT LIMITED**, a private limited liability 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
- (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 CCML created security over the Charged Assets in respect of the Secured Obligations (each as defined in the Original Security Document)
- (D) 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
- (E) Cabot Financial (Luxembourg) II S A (the "**Issuer**") has issued Pari Passu Notes and incurred Pari Passu Liabilities (each as defined in the Intercreditor Agreement) in respect of €310,000,000 senior secured floating rate notes due 2021 (the "**Notes**") On the date hereof, the Issuer has acceded to the Intercreditor Agreement as a Debtor (as defined in the Intercreditor Agreement) and acceded to the Amended Facility Agreement as an Additional Guarantor (as defined in the Amended Facility Agreement)
- (F) 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 Obligors (as defined in the Amended Facility Agreement) and CCML to the Lenders (as defined in the Amended Facility Agreement) and to the Pari Passu Noteholders (as defined in the Intercreditor Agreement) of the Notes

(G) 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 11 November 2015 between, amongst others, Cabot Financial Limited as parent, the subsidiaries of the Parent listed therein as borrowers, the companies listed therein as guarantors, CCML, Cabot Financial (Luxembourg) II S A and Bramleyside Limited (which is in the process of changing its name to Cabot Financial (Treasury) Ireland Limited) as additional guarantors, the financial institutions listed therein as existing lenders, Shawbrook Bank Limited as additional commitment lender and J P Morgan Europe Limited as agent, security agent and Marlin security agent

"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*)

"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 Facility Agreement" means the facility agreement originally dated 20 September 2012 between, among others, the Chargors, CCML and the Security Agent (as amended and restated on 5 February 2015)

"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 a supplemental deed of charge dated 5 February 2015, as further supplemented by a supplemental deed of charge dated 1 June 2015 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, 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", "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

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

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 7 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

- 3 2 1 all its Real Property (other than the Excluded 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 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

- 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 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
- 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
- 3 4 3 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 MISCELLANEOUS

4 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

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 10 (*Separate Security*) of the Original Security Document only, so that the reference to "Clauses 4 1 (*Mortgage of Real Property*) to 4 1 4 (*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 1 3 (*Third party rights*), 1 8 (*Tax gross up and indemnities*), 2 0 (*Other indemnities*), 3 9 1 (*Accounts*), 3 9 2 (*Certificates and determinations*) and 4 2 (*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 English law

THIS SUPPLEMENTAL CHARGE has been signed on behalf of the Security Agent and executed as a deed by each of the Chargers 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 Limited | 5714535, England & Wales |
| Cabot Financial Holdings Group Limited | 4071551, England & Wales |
| Cabot Credit Management Group Limited | 4934534, England & Wales |
| Cabot Financial Debt Recovery Services Limited | 3936134, England & Wales |
| Cabot Financial (UK) Limited | 3757424, England & Wales |
| Cabot Financial (Europe) Limited | 3439445, England & Wales |
| Financial Investigations and Recoveries (Europe) Limited | 3958421, England & Wales |
| Apex Credit Management Limited | 3967099, England & Wales |
| Hillesden Securities Limited | 01418063, England & Wales |

EXECUTION PAGES TO SUPPLEMENTAL CHARGE

EXECUTED as a DEED
by CABOT FINANCIAL (LUXEMBOURG) S.A.

duly represented by

Signature

Name

Title Director and Authorised Signatory

in the presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

EXECUTED as a DEED
by CABOT FINANCIAL LIMITED

acting by a director)
in the presence of)



CHRU ROSS-ROBERTS

Signature of witness



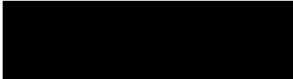
Name (in BLOCK CAPITALS) MICHELLE BONFACE

Address 1 Kings Hill Avenue, Kings Hill
West Malling Kent ME20 7UA

EXECUTED as a DEED
by CABOT FINANCIAL HOLDINGS GROUP LIMITED

 CHEN ROSS-ROBERTS


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, MEIGLEA

EXECUTED as a DEED
by CABOT CREDIT MANAGEMENT GROUP LIMITED

 CHEN ROSS-ROBERTS


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 MEIGLEA

EXECUTED as a DEED
by CABOT FINANCIAL DEBT RECOVERY SERVICES LIMITED

 CHEN ROSS-ROBERTS

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 MEIGLEA

EXECUTED as a DEED
by CABOT FINANCIAL (UK) LIMITED



CHRIS ROW-ROBERTS

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS) MICHELLE BONIFACE
Address 1 KINGSTON AVENUE, KINGSTON, WEST MIDDLESEX
M20 4UA.



CHRIS ROW-ROBERTS

EXECUTED as a DEED
by CABOT FINANCIAL (EUROPE) LIMITED

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS) MICHELLE BONIFACE
Address 1 KINGSTON AVENUE, KINGSTON, WEST MIDDLESEX
KENT M20 4UA

EXECUTED as a DEED
by FINANCIAL INVESTIGATIONS AND RECOVERIES (EUROPE) LIMITED



CHRIS ROW-ROBERTS

acting by a director)
in the presence of)

Signature of witness

Name (in BLOCK CAPITALS) MICHELLE BONIFACE
Address 1 KINGSTON AVENUE, KINGSTON, WEST MIDDLESEX
KENT M20 4UA

CHRIS ROSS-ROBERTS

EXECUTED as a DEED
by APEX CREDIT MANAGEMENT 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

CHRIS ROSS-ROBERTS

EXECUTED as a DEED
by CABOT CREDIT MANAGEMENT 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.

CHRIS ROSS-ROBERTS

EXECUTED as a DEED
by HILLESDEN SECURITIES 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

Clifford Chance LLP
Herman Park
2736 / 27518