

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM 10-Q**

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☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2014.

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 000-50058

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**PRA Group, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**120 Corporate Boulevard, Norfolk, Virginia**  
(Address of principal executive offices)

**75-3078675**  
(I.R.S. Employer  
Identification No.)

**23502**  
(zip code)

**(888) 772-7326**

(Registrant's telephone number, including area code)

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Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ NO ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☒ NO ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," "non-accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐

Non-accelerated filer ☐ Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

The number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

<u>Class</u>	<u>Outstanding as of November 6, 2014</u>
Common Stock, \$0.01 par value	50,079,501

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PRA GROUP, INC.

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**Part I. FINANCIAL INFORMATION**

**Item 1. Financial Statements**

**PRA GROUP, INC.**  
**(Formerly known as Portfolio Recovery Associates, Inc.)**  
**CONSOLIDATED BALANCE SHEETS**  
**September 30, 2014 and December 31, 2013**  
**(unaudited)**  
**(Amounts in thousands, except per share amounts)**

	September 30, 2014	December 31, 2013
<b>Assets</b>		
Cash and cash equivalents	\$ 70,300	\$ 162,004
Finance receivables, net	1,913,710	1,239,191
Other receivables, net	18,217	12,359
Income taxes receivable	11,506	11,710
Net deferred tax asset	4,639	1,361
Property and equipment, net	45,969	31,541
Goodwill	594,401	103,843
Intangible assets, net	12,315	15,767
Other assets	86,372	23,456
<b>Total assets</b>	<b>\$ 2,757,429</b>	<b>\$ 1,601,232</b>
<b>Liabilities and Equity</b>		
<b>Liabilities:</b>		
Accounts payable	\$ 15,352	\$ 14,819
Accrued expenses and other liabilities	65,294	27,655
Income taxes payable	5,547	—
Accrued compensation	21,466	27,431
Net deferred tax liability	237,201	210,071
Interest-bearing deposits	27,300	—
Borrowings	1,425,409	451,780
<b>Total liabilities</b>	<b>1,797,569</b>	<b>731,756</b>
Commitments and contingencies (Note 9)		
<b>Stockholders' equity:</b>		
Preferred stock, par value \$0.01, authorized shares, 2,000, issued and outstanding shares - 0	—	—
Common stock, par value \$0.01, 100,000 authorized shares, 50,077 issued and outstanding shares at September 30, 2014, and 49,840 issued and outstanding shares at December 31, 2013	501	498
Additional paid-in capital	141,490	135,441
Retained earnings	859,019	729,505
Accumulated other comprehensive (loss)/income	(41,150)	4,032
<b>Total stockholders' equity</b>	<b>959,860</b>	<b>869,476</b>
<b>Total liabilities and equity</b>	<b>\$ 2,757,429</b>	<b>\$ 1,601,232</b>

*The accompanying notes are an integral part of these consolidated financial statements.*

**PRA GROUP, INC.**  
**(Formerly known as Portfolio Recovery Associates, Inc.)**  
**CONSOLIDATED INCOME STATEMENTS**  
**For the three and nine months ended September 30, 2014 and 2013**  
**(unaudited)**  
**(Amounts in thousands, except per share amounts)**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
<b>Revenues:</b>				
Income recognized on finance receivables, net	\$ 224,326	\$ 171,456	\$ 584,814	\$ 494,818
Fee income	12,882	26,306	43,659	55,464
Other revenue	1,765	—	1,765	—
Total revenues	238,973	197,762	630,238	550,282
<b>Operating expenses:</b>				
Compensation and employee services	65,237	52,882	169,083	146,081
Legal collection fees	13,778	10,206	35,982	31,343
Legal collection costs	20,367	19,801	72,329	63,020
Agency fees	5,988	1,404	8,902	4,293
Outside fees and services	17,221	8,707	40,125	24,789
Communications	8,907	6,645	26,019	21,398
Rent and occupancy	3,018	1,950	7,384	5,462
Depreciation and amortization	4,949	3,753	13,107	10,653
Other operating expenses	11,311	6,549	25,068	17,665
Impairment of goodwill	—	6,397	—	6,397
Total operating expenses	150,776	118,294	397,999	331,101
Income from operations	88,197	79,468	232,239	219,181
<b>Other income and (expense):</b>				
Interest income	—	—	2	—
Interest expense	(11,808)	(3,995)	(21,736)	(9,607)
Foreign exchange gain/(loss)	3,251	—	(2,961)	—
Income before income taxes	79,640	75,473	207,544	209,574
Provision for income taxes	28,473	26,262	78,030	78,432
Net income	\$ 51,167	\$ 49,211	\$ 129,514	\$ 131,142
Adjustment for net income attributable to redeemable noncontrolling interest	—	1,873	—	1,605
Net income attributable to PRA Group, Inc.	\$ 51,167	\$ 47,338	\$ 129,514	\$ 129,537
<b>Net income per common share attributable to PRA Group, Inc:</b>				
Basic	\$ 1.02	\$ 0.94	\$ 2.59	\$ 2.56
Diluted	\$ 1.01	\$ 0.93	\$ 2.57	\$ 2.54
<b>Weighted average number of shares outstanding:</b>				
Basic	50,075	50,154	50,023	50,571
Diluted	50,439	50,660	50,413	51,039

*The accompanying notes are an integral part of these consolidated financial statements.*

**PRA GROUP, INC.**  
**(Formerly known as Portfolio Recovery Associates, Inc.)**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
**For the three and nine months ended September 30, 2014 and 2013**  
**(unaudited)**  
**(Amounts in thousands)**

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Net income	\$ 51,167	\$ 49,211	\$ 129,514	\$ 131,142
Other comprehensive (loss)/income:				
Foreign currency translation adjustments	(47,541)	4,425	(45,182)	1
Total other comprehensive (loss)/income	(47,541)	4,425	(45,182)	1
Comprehensive income	3,626	53,636	84,332	131,143
Comprehensive income attributable to noncontrolling interest	—	1,873	—	1,605
Comprehensive income attributable to PRA Group, Inc.	\$ 3,626	\$ 51,763	\$ 84,332	\$ 129,538

*The accompanying notes are an integral part of these consolidated financial statements.*

**PRA GROUP, INC.**  
**(Formerly known as Portfolio Recovery Associates, Inc.)**  
**CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY**  
**For the nine months ended September 30, 2014**  
**(unaudited)**  
**(Amounts in thousands)**

	Common Stock		Additional	Retained	Accumulated	Total
	Shares	Amount	Paid-in	Earnings	Other	Stockholders'
			Capital		Comprehensive	Equity
					(Loss)/Income	
Balance at December 31, 2013	49,840	\$ 498	\$ 135,441	\$ 729,505	\$ 4,032	\$ 869,476
Components of comprehensive income:						
Net income attributable to PRA Group, Inc.	—	—	—	129,514	—	129,514
Foreign currency translation adjustment	—	—	—	—	(45,182)	(45,182)
Vesting of nonvested shares	237	3	(3)	—	—	—
Amortization of share-based compensation	—	—	9,456	—	—	9,456
Income tax benefit from share-based compensation	—	—	4,159	—	—	4,159
Employee stock relinquished for payment of taxes	—	—	(7,563)	—	—	(7,563)
Balance at September 30, 2014	50,077	\$ 501	\$ 141,490	\$ 859,019	\$ (41,150)	\$ 959,860

*The accompanying notes are an integral part of these consolidated financial statements.*

**PRA GROUP, INC.**  
**(Formerly known as Portfolio Recovery Associates, Inc.)**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
**For the nine months ended September 30, 2014 and 2013**  
**(unaudited)**  
**(Amounts in thousands)**

	Nine Months Ended September 30,	
	2014	2013
Cash flows from operating activities:		
Net income	\$ 129,514	\$ 131,142
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of share-based compensation	9,456	10,209
Depreciation and amortization	13,107	10,653
Impairment of goodwill	—	6,397
Amortization of debt discount	3,027	525
Amortization of debt fair value	(3,595)	—
Deferred tax expense	31,055	2,359
Changes in operating assets and liabilities:		
Other assets	1,622	(1,147)
Other receivables	4,225	(1,497)
Accounts payable	(16,507)	2,237
Income taxes receivable/payable, net	(111)	(5,062)
Accrued expenses	11,205	8,604
Accrued compensation	(13,504)	7,660
Net cash provided by operating activities	169,494	172,080
Cash flows from investing activities:		
Purchases of property and equipment	(16,513)	(9,913)
Acquisition of finance receivables, net of buybacks	(412,740)	(546,201)
Collections applied to principal on finance receivables	420,570	368,693
Business acquisitions, net of cash acquired	(851,183)	—
Net cash used in investing activities	(859,866)	(187,421)
Cash flows from financing activities:		
Income tax benefit from share-based compensation	4,159	2,742
Proceeds from lines of credit	485,000	217,000
Principal payments on lines of credit	(48,500)	(344,000)
Repurchases of common stock	—	(58,511)
Cash paid for purchase of portion of noncontrolling interest	—	(1,150)
Distributions paid to noncontrolling interest	—	(51)
Principal payments on long-term debt	(7,500)	(4,109)
Proceeds from long-term debt	169,938	—
Net increase in interest-bearing deposits	51	—
Proceeds from convertible debt, net	—	279,285
Net cash provided by financing activities	603,148	91,206
Effect of exchange rate on cash	(4,480)	153
Net (decrease)/increase in cash and cash equivalents	(91,704)	76,018
Cash and cash equivalents, beginning of period	162,004	32,687
Cash and cash equivalents, end of period	\$ 70,300	\$ 108,705
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 21,097	\$ 9,333
Cash paid for income taxes	41,682	78,434
Supplemental disclosure of non-cash information:		
Adjustment of the redeemable noncontrolling interest measurement amount	\$ —	\$ 393
Distributions payable relating to the redeemable noncontrolling interest	—	1,237
Purchase of redeemable noncontrolling interest	—	9,162
Employee stock relinquished for payment of taxes	(7,563)	(4,103)

*The accompanying notes are an integral part of these consolidated financial statements.*

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**PRA GROUP, INC.**  
**(Formerly known as Portfolio Recovery Associates, Inc.)**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(unaudited)**

**1. Organization and Business:**

Throughout this report, the terms "PRA Group," "our," "we," "us," the "Company" or similar terms refer to PRA Group, Inc. and its subsidiaries (formerly known as Portfolio Recovery Associates, Inc.).

PRA Group, Inc., a Delaware corporation, and its subsidiaries, is a financial and business service company operating in North America and Europe. The Company's primary business is the purchase, collection and management of portfolios of defaulted consumer receivables. The Company also services receivables on behalf of clients, provides business tax revenue administration, audit, discovery and recovery services for state and local governments in the U.S. and provides class action claims settlement recovery services and related payment processing to corporate clients.

On July 1, 2014, the Company acquired certain operating assets from Pamplona Capital Management, LLP ("PCM"). These assets include PCM's IVA ("Individual Voluntary Arrangement") Master Servicing Platform as well as other operating assets associated with PCM's IVA business. The purchase price of these assets was approximately \$5 million and was paid from the Company's existing cash balances. The Company's consolidated income statements and statements of comprehensive income include the results of operations of PCM for the period from July 1, 2014 through September 30, 2014.

On July 16, 2014, the Company completed the purchase of the outstanding equity of Aktiv Kapital AS ("Aktiv"), a Norway-based company specializing in the acquisition and servicing of non-performing consumer loans throughout Europe and in Canada, for a purchase price of approximately \$861.3 million, and assumed approximately \$433.7 million of Aktiv's corporate debt, resulting in an acquisition of estimated total enterprise value of \$1.3 billion. The Company's consolidated income statements and statements of comprehensive income include the results of operations of Aktiv for the period from July 16, 2014 through September 30, 2014.

A publicly traded company from 1997 until early 2012 (traded on the Oslo Stock Exchange under the symbol "AIK"), Aktiv has developed a mixed in-house and outsourced collection strategy. This acquisition has provided the Company entry into thirteen new markets, providing additional geographical diversity in portfolio purchasing and collection. Aktiv maintains in-house servicing platforms in eight markets and owns portfolios in fifteen markets. Aktiv has more than 20 years of experience and data in a wide variety of consumer asset classes across an extensive geographic background. Refer to Note 12 "Business Acquisitions" for more information.

The consolidated financial statements of the Company are prepared in accordance with U.S. generally accepted accounting principles ("GAAP") and include the accounts of all of its subsidiaries. All significant intercompany accounts and transactions have been eliminated. Under the guidance of the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 280 "Segment Reporting" ("ASC 280"), the Company has determined that it has several operating segments that meet the aggregation criteria of ASC 280, and, therefore, it has one reportable segment, accounts receivable management, based on similarities among the operating units including the nature of the products and services, the nature of the production processes, the types or class of customer for their products and services, the methods used to distribute their products, and services and the nature of the regulatory environment.

The following table shows the amount of revenue generated for the three and nine months ended September 30, 2014 and 2013 and long-lived assets held at September 30, 2014 and 2013 for the United States, the Company's country of domicile, and outside of the United States (amounts in thousands):

	As Of And For The Three Months Ended September 30, 2014		As Of And For The Three Months Ended September 30, 2013	
	Revenues	Long-Lived Assets	Revenues	Long-Lived Assets
United States	\$ 188,134	\$ 35,411	\$ 194,769	\$ 26,289
Outside the United States	50,839	10,558	2,993	1,770
Total	\$ 238,973	\$ 45,969	\$ 197,762	\$ 28,059

	As Of And For The Nine Months Ended September 30, 2014		As Of And For The Nine Months Ended September 30, 2013	
	Revenues	Long-Lived Assets	Revenues	Long-Lived Assets
United States	\$ 573,048	\$ 35,411	\$ 542,048	\$ 26,289
Outside the United States	57,190	10,558	8,234	1,770
Total	\$ 630,238	\$ 45,969	\$ 550,282	\$ 28,059

**PRA GROUP, INC.**  
**(Formerly known as Portfolio Recovery Associates, Inc.)**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(unaudited)**

Revenues are attributed to countries based on the location of the related operations. Long-lived assets consist of net property and equipment.

The accompanying unaudited consolidated financial statements of the Company have been prepared in accordance with Rule 10-01 of Regulation S-X promulgated by the Securities and Exchange Commission ("SEC") and, therefore, do not include all information and disclosures required by U.S. GAAP for complete financial statements. In the opinion of the Company, however, the accompanying unaudited consolidated financial statements contain all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the Company's consolidated balance sheet as of September 30, 2014, its consolidated income statements and statements of comprehensive income for the three and nine months ended September 30, 2014 and 2013, its consolidated statement of changes in stockholders' equity for the nine months ended September 30, 2014, and its consolidated statements of cash flows for the nine months ended September 30, 2014 and 2013. The consolidated income statements of the Company for the three and nine months ended September 30, 2014 may not be indicative of future results. Certain reclassifications have been made to prior year amounts to conform to the current year presentation. These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Company's 2013 Annual Report on Form 10-K, filed on February 28, 2014.

## 2. Finance Receivables, net:

Changes in finance receivables, net for the three and nine months ended September 30, 2014 and 2013 were as follows (amounts in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Balance at beginning of period	\$ 1,219,595	\$ 1,236,859	\$ 1,239,191	\$ 1,078,951
Acquisitions of finance receivables <sup>(1)</sup>	894,779	138,854	1,146,947	546,201
Foreign currency translation adjustment	(52,247)	1,304	(51,858)	363
Cash collections	(372,743)	(291,651)	(1,005,384)	(863,511)
Income recognized on finance receivables, net	224,326	171,456	584,814	494,818
Cash collections applied to principal	(148,417)	(120,195)	(420,570)	(368,693)
Balance at end of period	\$ 1,913,710	\$ 1,256,822	\$ 1,913,710	\$ 1,256,822

(1) Acquisitions of finance receivables are net of buybacks and include certain capitalized acquisition related costs. It also includes the acquisition date finance receivable portfolio that was acquired in connection with the Aktiv acquisition. Refer to Note 12 "Business Acquisitions" for more information.

At the time of acquisition, the life of each pool is generally estimated to be between 80 and 120 months based on projected amounts and timing of future cash collections using the proprietary models of the Company. At September 30, 2014, the weighted average remaining life of the Company's pools is estimated to be approximately 97 months. Based upon current projections, cash collections applied to principal on finance receivables as of September 30, 2014 are estimated to be as follows for the twelve months in the periods ending (amounts in thousands):

September 30, 2015	\$ 537,091
September 30, 2016	432,202
September 30, 2017	342,063
September 30, 2018	249,614
September 30, 2019	146,023
September 30, 2020	93,697
September 30, 2021	87,561
September 30, 2022	25,459
	<u>\$ 1,913,710</u>

**PRA GROUP, INC.**  
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**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(unaudited)**

At September 30, 2014, the estimated remaining collections ("ERC") on the receivables purchased in the three and nine months ended September 30, 2014, were \$1.86 billion and \$2.25 billion, respectively. At September 30, 2014, the ERC on the receivables purchased in the three and nine months ended September 30, 2013, were \$184.2 million and \$676.0 million, respectively. At September 30, 2014, the Company had unamortized purchased principal (purchase price) in pools accounted for under the cost recovery method of \$21.1 million; at December 31, 2013, the amount was \$26.1 million.

Accretable yield represents the amount of income recognized on finance receivables the Company can expect to generate over the remaining life of its existing portfolios based on estimated future cash flows as of the balance sheet date. Additions represent the original expected accretable yield, on portfolios purchased during the period, to be earned by the Company based on its proprietary buying models. Net reclassifications from nonaccretable difference to accretable yield primarily result from the Company's increase in its estimate of future cash flows. When applicable, net reclassifications to nonaccretable difference from accretable yield result from the Company's decrease in its estimates of future cash flows and allowance charges that exceed the Company's increase in its estimate of future cash flows. Changes in accretable yield for the three and nine months ended September 30, 2014 and 2013 were as follows (amounts in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Balance at beginning of period	\$ 1,481,826	\$ 1,400,906	\$ 1,430,067	\$ 1,239,674
Income recognized on finance receivables, net	(224,326)	(171,456)	(584,814)	(494,818)
Additions <sup>(1)</sup>	1,172,796	122,976	1,377,416	472,666
Net reclassifications from nonaccretable difference	84,074	63,031	290,431	201,823
Foreign currency translation adjustment	(59,040)	509	(57,770)	(3,379)
Balance at end of period	\$ 2,455,330	\$ 1,415,966	\$ 2,455,330	\$ 1,415,966

(1) Additions include the acquisition date accretable yield that was acquired in connection with the Aktiv acquisition. Refer to Note 12 "Business Acquisitions" for more information.

A valuation allowance is recorded for significant decreases in expected cash flows or a change in the expected timing of cash flows that would otherwise require a reduction in the stated yield on a pool of accounts. In any given period, the Company may be required to record valuation allowances due to pools of receivables underperforming previous expectations. Factors that may contribute to the recording of valuation allowances include both external and internal factors. External factors that may have an impact on the collectability, and subsequently on the overall profitability of purchased pools of defaulted consumer receivables, would include: new laws or regulations relating to collections, new interpretations of existing laws or regulations, and the overall condition of the economy. Internal factors that may have an impact on the collectability, and subsequently the overall profitability of purchased pools of defaulted consumer receivables, would include: necessary revisions to initial and post-acquisition scoring and modeling estimates, non-optimal operational activities (which relate to the collection and movement of accounts on both the collection floor of the Company and external channels), and decreases in productivity related to turnover and tenure of the Company's collection staff. The following is a summary of activity within the Company's valuation allowance account, all of which relates to loans acquired with deteriorated credit quality, for the three and nine months ended September 30, 2014 and 2013 (amounts in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Beginning balance	\$ 86,849	\$ 94,111	\$ 91,101	\$ 93,123
Allowance charges	2,992	1,500	5,765	7,060
Reversal of previous recorded allowance charges	(4,690)	(4,081)	(11,715)	(8,653)
Net allowance reversals	(1,698)	(2,581)	(5,950)	(1,593)
Ending balance	\$ 85,151	\$ 91,530	\$ 85,151	\$ 91,530

**PRA GROUP, INC.**  
**(Formerly known as Portfolio Recovery Associates, Inc.)**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**(unaudited)**

### 3. Borrowings:

The Company's borrowings consisted of the following as of the dates indicated (amounts in thousands):

	September 30, 2014	December 31, 2013
Domestic revolving credit	\$ 436,500	\$ —
Domestic term loan	187,500	195,000
Seller note payable	169,938	—
Aktiv revolving credit	239,680	—
Aktiv term loan	79,712	—
Aktiv multicurrency term loan bridge facility	22,833	—
Aktiv subordinated loan	29,439	—
Convertible senior notes	287,500	287,500
Less: Debt discount	(27,693)	(30,720)
Total	\$ 1,425,409	\$ 451,780

#### *Domestic Revolving Credit and Term Loan*

On December 19, 2012, the Company entered into a credit facility with Bank of America, N.A., as administrative agent, and a syndicate of lenders named therein (the "Credit Agreement"). The credit facility contained an accordion loan feature that allowed the Company to request an increase of up to \$214.5 million in the amount available for borrowing under the facility, whether from existing or new lenders, subject to terms of the Credit Agreement. The Credit Agreement was amended and modified during 2013. On April 1, 2014, the Company entered into a Lender Joinder Agreement and Lender Commitment Agreement (collectively, the "Commitment Increase Agreements") to exercise the accordion feature. The Commitment Increase Agreements expanded the maximum amount of revolving credit availability under the Credit Agreement by \$214.5 million, by elevating the revolving credit commitments of certain lenders and added three new lenders to the Credit Agreement. Giving effect to the \$214.5 million increase in the amount of revolving credit availability pursuant to the Commitment Increase Agreements, the total credit facility under the Credit Agreement now includes an aggregate principal amount of \$837.5 million (subject to compliance with a borrowing base and applicable debt covenants), which consists of (i) a fully-funded \$187.5 million term loan, (ii) a \$630 million domestic revolving credit facility, of which \$193.5 million is available to be drawn, and (iii) a \$20 million multi-currency revolving credit facility, of which \$20 million is available to be drawn. The facilities all mature on December 19, 2017. The term and revolving loans accrue interest, at the option of the Company, at either the base rate or the Eurodollar rate (as defined in the Credit Agreement) for the applicable term plus 2.50% per annum in the case of the Eurodollar rate loans and 1.50% in the case of the base rate loans. The base rate is the highest of (a) the Federal Funds Rate (as defined in the Credit Agreement) plus 0.50%, (b) Bank of America's prime rate, and (c) the Eurodollar rate plus 1.00%. The Company's revolving credit facility includes a \$20 million swingline loan sublimit, a \$20 million letter of credit sublimit and a \$20 million alternative currency equivalent sublimit.

Effective June 5, 2014, the Company entered into a Third Amendment to the Credit Agreement to amend a provision of the Credit Agreement to increase a basket for permitted indebtedness for the issuance of senior, unsecured convertible notes or other unsecured financings from an aggregate amount not to exceed \$300 million to an aggregate amount not to exceed \$500 million (without respect to the Company's 3.00% Convertible Senior Notes due 2020).

The Credit Agreement is secured by a first priority lien on substantially all of the Company's assets. The Credit Agreement, as amended and modified, contains restrictive covenants and events of default including the following:

- borrowings may not exceed 33% of the ERC of all eligible asset pools plus 75% of eligible accounts receivable;
- the consolidated leverage ratio (as defined in the Credit Agreement) cannot exceed 2.0 to 1.0 as of the end of any fiscal quarter;
- consolidated tangible net worth (as defined in the Credit Agreement) must equal or exceed \$455.1 million plus 50% of positive cumulative consolidated net income for each fiscal quarter beginning with the quarter ended December 31, 2012, plus 50% of the cumulative net proceeds of any equity offering;
- capital expenditures during any fiscal year cannot exceed \$40 million;
- cash dividends and distributions during any fiscal year cannot exceed \$20 million;

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- stock repurchases during the term of the agreement cannot exceed \$250 million and cannot exceed \$100 million in a single fiscal year;
- investments in loans and/or capital contributions cannot exceed \$950 million to consummate the acquisition of the equity of Aktiv;
- permitted acquisitions (as defined in the Credit Agreement) during any fiscal year cannot exceed \$250 million except for the fiscal year ending December 31, 2014, during which fiscal year permitted acquisitions (excluding the Aktiv acquisition) cannot exceed \$25 million;
- indebtedness in the form of senior, unsecured convertible notes or other unsecured financings cannot exceed \$500 million in the aggregate (without respect to the Company's 3.00% Convertible Senior Notes due 2020);
- the Company must maintain positive consolidated income from operations (as defined in the Credit Agreement) during any fiscal quarter; and
- restrictions on changes in control.

The revolving credit facility also bears an unused line fee of 0.375% per annum, payable quarterly in arrears.

The Company's borrowings on this credit facility at September 30, 2014 consisted of \$187.5 million outstanding on the term loan with an annual interest rate as of September 30, 2014 of 2.65% and \$436.5 million outstanding in 30-day Eurodollar rate loans on the revolving facility with a weighted average interest rate of 2.65%. At December 31, 2013, the Company's borrowings on this credit facility consisted of \$195.0 million outstanding on the term loan with an annual interest rate as of December 31, 2013 of 2.67%.

***Seller Note Payable***

In conjunction with the closing of the Aktiv business acquisition on July 16, 2014, the Company entered into a \$169.9 million promissory note (the "Seller Note") with an affiliate of the seller. The Seller Note bears interest at the three-month London Interbank Offered Rate ("LIBOR") plus 3.75% and matures on July 16, 2015. The quarterly interest due can be paid or rolled into the Seller Note balance at the Company's option. On September 30, 2014, the Company paid the first quarterly interest payment that was due of \$1.4 million. At September 30, 2014, the balance due on the Seller Note was \$169.9 million with an annual interest rate of 3.99%.

***Aktiv Revolving Credit***

On May 4, 2012, Aktiv entered into a credit agreement with DNB Bank ASA for a Revolving Credit Facility ("the Aktiv Revolving Credit Agreement"). Under the terms of the Aktiv Revolving Credit Agreement the credit facility included an aggregate amount of up to NOK 1,500,000,000 (approximately \$232 million), including an option of NOK 500,000,000 (approximately \$77 million). The Aktiv revolving credit facility accrued interest at the Interbank Offered Rate ("IBOR") plus 3.00%, bore an unused fee of 1.2% per annum, payable monthly in arrears, and matured on October 28, 2014. At maturity, any outstanding balances owed on this facility were automatically transferred to the Multicurrency Revolving Credit Facility Agreement as described in Note 14 "Subsequent Event."

At September 30, 2014, the balance on the Aktiv revolving credit facility was \$239.7 million, with an annual interest rate of 3.53%. Due to fluctuations in foreign exchange rates, Aktiv's borrowings under this facility exceeded the facility limit. Aktiv requested and received a waiver from the lender which allowed them to be in excess of the limit until the facility matured on October 28, 2014.

***Aktiv Term Loan***

On March 29, 2011, Aktiv entered into a credit agreement with DNB Bank ASA for a Term Loan Facility ("the Aktiv Term Loan Credit Agreement"). Under the terms of the Aktiv Term Loan Credit Agreement, the credit facility included an aggregate amount of NOK 2,000,000,000 (approximately \$310 million) in four different currencies. The Aktiv term loan credit facility accrued interest at the IBOR plus 2.25% - 2.75% (as determined by the Borrowing Base Ratio as defined in the Aktiv Term Loan Credit Agreement), and matured on October 28, 2014. At maturity, any outstanding balances owed on this facility were automatically transferred to the Multicurrency Revolving Credit Facility Agreement as described in Note 14 "Subsequent Event."

At September 30, 2014, the balance on the Aktiv term loan credit facility was \$79.7 million, with an annual interest rate of 2.66%.

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***Aktiv Multicurrency Term Loan Bridge Facility***

On June 24, 2014, Aktiv entered into a credit agreement with DNB Bank ASA for a Multicurrency Term Loan Bridge Facility ("the Aktiv Bridge Loan Credit Agreement"). Under the terms of the Aktiv Bridge Loan Credit Agreement the credit facility included an aggregate amount of NOK 350,000,000 (approximately \$54 million). The Aktiv bridge loan credit facility accrued interest at the IBOR plus 4%, beared an unused line fee of 0.35% per annum, payable quarterly in arrears, is subordinated to the Aktiv revolving and term loan credit facilities, and matured on October 28, 2014. At maturity, any outstanding balances owed on this facility were automatically transferred to the Multicurrency Revolving Credit Facility Agreement as described in Note 14 "Subsequent Event."

At September 30, 2014, the balance on the Aktiv bridge loan credit facility was \$22.8 million, with an annual interest rate of 4.22%.

The Aktiv Revolving Credit Agreement, the Aktiv Term Loan Agreement and the Aktiv Multicurrency Term Loan Bridge Agreement are all secured by i) the shares of most of the subsidiaries of Aktiv ii) all intercompany loans to its subsidiaries and iii) most of the portfolios held by its various subsidiaries. They also contain restrictive covenants and events of default including the following:

- borrowing base may not exceed 65% of portfolio book value for portfolios leveraged under the Aktiv Revolving Credit Facility
- borrowing base may not exceed 50% of portfolio book value for portfolios leveraged under the Aktiv Term Loan Facility
- the debt service-coverage ratio (as defined in the Aktiv Revolving and Term Loan Credit Agreements) must exceed 1.1 to 1.0 as of the end of any fiscal quarter;
- the leverage ratio (as defined in the Aktiv Revolving and Term Loan Credit Agreements) cannot exceed 3.5 to 1.0 as of the end of any fiscal quarter;
- interest bearing deposits in AK Nordic AB cannot exceed SEK 200,000,000 (approximately \$28 million);
- cash collections must exceed 100% of Aktiv's IFRS forecast.

***Aktiv Subordinated Loan***

On December 16, 2011, Aktiv entered into a subordinated loan agreement with Metrogas Holding Inc., an affiliate with Geveran Trading Co. Ltd. Under the terms of the subordinated loan agreement (the "Commitment"), Aktiv is able to drawdown a commitment in the aggregate amount of up to NOK 200,000,000 (approximately \$31 million) for a period of 90 days from the date of the agreement (the "Availability Period"). Aktiv may draw all or a part of the Commitment in the Availability Period, and may utilize the Commitment in up to three drawdowns. The Commitment bears interest at LIBOR plus 3.75%. The maturity date is January 16, 2016. The Commitment does not contain any covenants.

As of September 30, 2014, the balance on the Aktiv subordinated loan was \$29.4 million, with an annual interest rate of 3.99%.

***Convertible Senior Notes***

On August 13, 2013, the Company completed the private offering of \$287.5 million in aggregate principal amount of the Company's 3.00% Convertible Senior Notes due 2020 (the "Notes"). The Notes were issued pursuant to an Indenture, dated August 13, 2013 (the "Indenture") between the Company and Wells Fargo Bank, National Association, as trustee. The Indenture contains customary terms and covenants, including certain events of default after which the Notes may be due and payable immediately. The Notes are senior unsecured obligations of the Company. Interest on the Notes is payable semi-annually, in arrears, on February 1 and August 1 of each year. Prior to February 1, 2020, the Notes will be convertible only upon the occurrence of specified events. On or after February 1, 2020, the Notes will be convertible at any time. Upon conversion, the Notes may be settled, at the Company's option, in cash, shares of the Company's common stock, or any combination thereof. Holders of the Notes have the right to require the Company to repurchase all or some of their Notes at 100% of their principal amount, plus any accrued and unpaid interest, upon the occurrence of a fundamental change (as defined in the Indenture). In addition, upon the occurrence of a make-whole fundamental change (as defined in the Indenture), the Company may, under certain circumstances, be required to increase the conversion rate for the Notes converted in connection with such a make-whole fundamental change. The conversion rate for the Notes is initially 15.2172 shares per \$1,000 principal amount of Notes, which is equivalent to an initial conversion price of approximately \$65.72 per share of the Company's common stock, and is subject to adjustment in certain

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circumstances pursuant to the Indenture. The Company does not have the right to redeem the Notes prior to maturity. As of September 30, 2014, none of the conditions allowing holders of the Notes to convert their Notes had occurred.

As noted above, upon conversion, holders of the Notes will receive cash, shares of the Company's common stock or a combination of cash and shares of the Company's common stock, at the Company's election. However, the Company's current intent is to settle conversions through combination settlement (i.e., the Notes will be converted into cash up to the aggregate principal amount, and shares of the Company's common stock or a combination of cash and shares of the Company's common stock, at the Company's election, for the remainder). As a result, and in accordance with authoritative guidance related to derivatives and hedging and earnings per share, only the conversion spread is included in the diluted earnings per share calculation, if dilutive. Under such method, the settlement of the conversion spread has a dilutive effect when the average share price of the Company's common stock during any quarter exceeds \$65.72.

The net proceeds from the sale of the Notes were approximately \$279.3 million, after deducting the initial purchasers' discounts and commissions and the estimated offering expenses payable by the Company. The Company used \$174.0 million of the net proceeds from this offering to repay the outstanding balance on its revolving credit facility and used \$50.0 million to repurchase shares of its common stock.

ASC 470-20, "Debt with Conversion and Other Options" ("ASC 470-20"), requires that, for convertible debt instruments that may be settled fully or partially in cash upon conversion, issuers must separately account for the liability and equity components in a manner that will reflect the entity's nonconvertible debt borrowing rate when interest cost is recognized in subsequent periods. Additionally, debt issuance costs are required to be allocated in proportion to the allocation of the liability and equity components and accounted for as debt issuance costs and equity issuance costs, respectively.

The Company determined that the fair value of the Notes at the date of issuance was approximately \$255.3 million, and designated the residual value of approximately \$32.2 million as the equity component. Additionally, the Company allocated approximately \$7.3 million of the \$8.2 million original Notes issuance cost as debt issuance cost and the remaining \$0.9 million as equity issuance cost.

The balances of the liability and equity components of all of the Notes outstanding were as follows as of the dates indicated (amounts in thousands):

	September 30, 2014	December 31, 2013
Liability component - principal amount	\$ 287,500	\$ 287,500
Unamortized debt discount	(27,693)	(30,720)
Liability component - net carrying amount	259,807	256,780
Equity component	\$ 31,306	\$ 31,306

The debt discount is being amortized into interest expense over the remaining life of the Notes using the effective interest rate, which is 4.92%.

Interest expense related to the Notes was as follows for the periods indicated (amounts in thousands):

	Three Months Ended September 30, 2014	Three Months Ended September 30, 2013	Nine Months Ended September 30, 2014	Nine Months Ended September 30, 2013
Interest expense - stated coupon rate	\$ 2,156	\$ 1,150	\$ 6,469	\$ 1,150
Interest expense - amortization of debt discount	1,023	525	3,027	525
Total interest expense - convertible notes	\$ 3,179	\$ 1,675	\$ 9,496	\$ 1,675

The Company was in compliance with all covenants under its financing arrangements as of December 31, 2013. As of September 30, 2014, the Company was in compliance with all covenants under its financing arrangements with the exception of certain of the Aktiv credit agreements, for which the Company requested and received waivers as described above under the caption, Aktiv Revolving Credit, and in Note 14, "Subsequent Event."



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The following principal payments are due on the Company's borrowings as of September 30, 2014 for the twelve month periods ending (amounts in thousands):

September 30, 2015	\$ 555,352
September 30, 2016	18,750
September 30, 2017	35,000
September 30, 2018	556,500
September 30, 2019	—
Thereafter	287,500
<b>Total</b>	<b>\$ 1,453,102</b>

**4. Property and Equipment, net:**

Property and equipment, at cost, consisted of the following as of the dates indicated (amounts in thousands):

	September 30, 2014	December 31, 2013
Software	\$ 52,377	\$ 34,108
Computer equipment	21,365	17,072
Furniture and fixtures	10,937	8,616
Equipment	13,606	10,351
Leasehold improvements	13,497	11,147
Building and improvements	7,044	7,026
Land	1,269	1,269
Accumulated depreciation and amortization	(74,126)	(58,048)
<b>Property and equipment, net</b>	<b>\$ 45,969</b>	<b>\$ 31,541</b>

Depreciation and amortization expense relating to property and equipment for the three and nine months ended September 30, 2014, was \$3.6 million and \$9.5 million, respectively. Depreciation and amortization expense relating to property and equipment for the three and nine months ended September 30, 2013, was \$2.6 million and \$7.1 million, respectively.

The Company, in accordance with the guidance of FASB ASC Topic 350-40 "Internal-Use Software" ("ASC 350-40"), capitalizes qualifying computer software costs incurred during the application development stage and amortizes them over their estimated useful lives of three to seven years on a straight-line basis beginning when the project is completed. Costs associated with preliminary project stage activities, training, maintenance and all other post implementation stage activities are expensed as incurred. The Company's policy provides for the capitalization of certain direct payroll costs for employees who are directly associated with internal use computer software projects, as well as external direct costs of services associated with developing or obtaining internal use software. Capitalizable personnel costs are limited to the time directly spent on such projects. As of September 30, 2014 and December 31, 2013, the Company incurred and capitalized approximately \$12.5 million and \$10.3 million, respectively, of these direct payroll costs and external direct costs related to software developed for internal use. Of these costs, at September 30, 2014 and December 31, 2013, approximately \$2.1 million and \$1.7 million, respectively, were for projects that were in the development stage and, therefore are a component of "Other Assets." Once the projects are completed, the costs are transferred to Software and amortized over their estimated useful lives. Amortization expense relating to these projects for the three and nine months ended September 30, 2014, was approximately \$0.5 million and \$1.4 million, respectively. Amortization expense relating to these projects for the three and nine months ended September 30, 2013, was approximately \$0.4 million and \$1.1 million, respectively. The remaining unamortized costs relating to internally developed software at September 30, 2014 and December 31, 2013 were approximately \$4.9 million and \$4.4 million, respectively.



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**5. Goodwill and Intangible Assets, net:**

In connection with the Company's business acquisitions, the Company acquired certain tangible and intangible assets. Intangible assets purchased included client and customer relationships, non-compete agreements, trademarks and goodwill. Pursuant to ASC 350, goodwill is not amortized but rather is reviewed at least annually for impairment. The Company underwent its annual review of goodwill on October 1, 2013. Based upon the results of this review, no impairment charges to goodwill or other intangible assets were necessary. The Company believes that no events have occurred or circumstances have changed that would more likely than not reduce the fair value of a reporting unit below its carrying amount since the review was performed, and thereby necessitate further evaluation of goodwill or other intangible assets. The Company expects to perform its next annual goodwill review during the fourth quarter of 2014.

At September 30, 2014 and December 31, 2013, the carrying value of goodwill was \$594.4 million and \$103.8 million, respectively. The following table represents the changes in goodwill for the three and nine months ended September 30, 2014 and 2013 (amounts in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Balance at beginning of period	\$ 105,122	\$ 106,953	\$ 103,843	\$ 109,488
Acquisition of Aktiv and PCM	512,049	—	512,049	—
Impairment of goodwill	—	(6,397)	—	(6,397)
Foreign currency translation adjustment	(22,770)	2,335	(21,491)	(200)
Balance at end of period	<u>\$ 594,401</u>	<u>\$ 102,891</u>	<u>\$ 594,401</u>	<u>\$ 102,891</u>

Goodwill recognized from the acquisitions of Aktiv and PCM represents, among other things, a significant dataset, portfolio modeling, an established workforce, the future economic benefits arising from expected synergies and expanded geographical diversity. The acquired goodwill is not deductible for U.S. income tax purposes. Refer to Note 12 "Business Acquisitions" for more information.

Intangible assets, excluding goodwill, consisted of the following at September 30, 2014 and December 31, 2013 (amounts in thousands):

	September 30, 2014		December 31, 2013	
	Gross Amount	Accumulated Amortization	Gross Amount	Accumulated Amortization
Client and customer relationships	\$ 35,683	\$ 24,346	\$ 40,870	\$ 26,581
Non-compete agreements	627	546	3,880	3,723
Trademarks	3,474	2,577	3,491	2,170
Total	<u>\$ 39,784</u>	<u>\$ 27,469</u>	<u>\$ 48,241</u>	<u>\$ 32,474</u>

In accordance with ASC 350, the Company amortizes intangible assets over their estimated useful lives. Total intangible asset amortization expense for the three and nine months ended September 30, 2014 was \$1.3 million and \$3.5 million, respectively. Total intangible asset amortization expense for the three and nine months ended September 30, 2013 was \$1.2 million and \$3.5 million, respectively. The Company reviews these intangible assets for possible impairment if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount and thereby necessitate further evaluation of these intangible assets.

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**6. Share-Based Compensation:**

The Company has an Omnibus Incentive Plan to assist the Company in attracting and retaining selected individuals to serve as employees and directors, who are expected to contribute to the Company's success and to achieve long-term objectives that will benefit stockholders of the Company. The 2013 Omnibus Incentive Plan (the "Plan") was approved by the Company's stockholders at the 2013 Annual Meeting of Stockholders. The Plan enables the Company to award shares of the Company's common stock to select employees and directors, not to exceed 5,400,000 shares, as described in and authorized by the Plan. The Plan replaced the 2010 Stock Plan.

As of September 30, 2014, total future compensation costs related to nonvested awards of nonvested shares (not including nonvested shares granted under the Long-Term Incentive ("LTI") Program) is estimated to be \$11.7 million with a weighted average remaining life for all nonvested shares of 1.9 years (not including nonvested shares granted under the LTI program).

Total share-based compensation expense was \$4.0 million and \$9.5 million for the three and nine months ended September 30, 2014, respectively. Total share-based compensation expense was \$3.5 million and \$10.2 million for the three and nine months ended September 30, 2013, respectively. Tax benefits resulting from tax deductions in excess of share-based compensation expense (windfall tax benefits) recognized under the provisions of ASC Topic 718 "Compensation-Stock Compensation" ("ASC 718") are credited to additional paid-in capital in the Company's Consolidated Balance Sheets. Realized tax shortfalls, if any, are first offset against the cumulative balance of windfall tax benefits, if any, and then charged directly to income tax expense. The total tax benefit realized from share-based compensation was approximately \$0.3 million and \$7.9 million for the three and nine months ended September 30, 2014, respectively. The total tax benefit realized from share-based compensation was approximately \$0.1 million and \$5.0 million for the three and nine months ended September 30, 2013, respectively.

***Nonvested Shares***

With the exception of the awards made pursuant to the LTI program and a few employee and director grants, the nonvested shares vest ratably over three to five years and are expensed over their vesting period.

The following summarizes all nonvested share transactions, excluding those related to the LTI program, from December 31, 2012 through September 30, 2014 (share amounts in thousands):

	Nonvested Shares Outstanding	Weighted-Average Price at Grant Date
December 31, 2012	288	\$ 20.84
Granted	110	37.31
Vested	(143)	19.75
Cancelled	(29)	20.57
December 31, 2013	226	29.58
Granted	212	56.07
Vested	(112)	29.33
Cancelled	(2)	24.76
September 30, 2014	324	\$ 47.03

The total grant date fair value of shares vested during the three and nine months ended September 30, 2014, was \$0.2 million and \$3.3 million, respectively. The total grant date fair value of shares vested during the three and nine months ended September 30, 2013, was \$0.2 million and \$2.7 million, respectively.

Pursuant to the Plan, the Compensation Committee may grant time-vested and performance based nonvested shares. All shares granted under the LTI program were granted to key employees of the Company. The following summarizes all LTI program share transactions from December 31, 2012 through September 30, 2014 (share amounts in thousands):

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	Nonvested LTI Shares Outstanding	Weighted-Average Price at Grant Date
December 31, 2012	497	\$ 21.71
Granted at target level	124	34.59
Adjustments for actual performance	108	17.91
Vested	(279)	19.10
Cancelled	(16)	25.01
December 31, 2013	434	25.79
Granted at target level	111	49.6
Adjustments for actual performance	95	25.17
Vested	(225)	25.17
September 30, 2014	415	\$ 32.35

The total grant date fair value of shares vested during the three and nine months ended September 30, 2014, was \$0.0 million and \$5.7 million, respectively. The total grant date fair value of shares vested during the three and nine months ended September 30, 2013, was \$0.0 million and \$2.6 million, respectively.

At September 30, 2014, total future compensation costs, assuming the current estimated performance levels are achieved, related to nonvested share awards granted under the LTI program are estimated to be approximately \$7.1 million. The Company assumed a 7.5% forfeiture rate for these grants and the remaining shares have a weighted average life of 1.0 year at September 30, 2014.

## 7. Income Taxes:

The Company follows the guidance of FASB ASC Topic 740 "Income Taxes" ("ASC 740") as it relates to the provision for income taxes and uncertainty in income taxes. The guidance prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return.

The income tax expense recognized for the three and nine months ended September 30, 2014 and 2013 is comprised of the following (amounts in thousands):

	Three Months Ended September 30,							
	2014				2013			
	Federal	State	Foreign	Total	Federal	State	Foreign	Total
Current tax expense	\$ 9,355	\$ 1,659	\$ 1,025	\$ 12,039	\$ 22,612	\$ 3,329	\$ 454	\$ 26,395
Deferred tax expense/(benefit)	10,853	337	5,244	16,434	3,707	(2,769)	(1,071)	(133)
Total income tax expense/(benefit)	\$ 20,208	\$ 1,996	\$ 6,269	\$ 28,473	\$ 26,319	\$ 560	\$ (617)	\$ 26,262

	Nine Months Ended September 30,							
	2014				2013			
	Federal	State	Foreign	Total	Federal	State	Foreign	Total
Current tax expense/(benefit)	\$ 38,279	\$ 7,002	\$ 375	\$ 45,656	\$ 64,591	\$ 11,755	\$ (269)	\$ 76,077
Deferred tax expense/(benefit)	23,446	3,684	5,244	32,374	5,264	(2,018)	(891)	2,355
Total income tax expense/(benefit)	\$ 61,725	\$ 10,686	\$ 5,619	\$ 78,030	\$ 69,855	\$ 9,737	\$ (1,160)	\$ 78,432

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The Company has recognized a net deferred tax liability of \$232.6 million and \$208.7 million as of September 30, 2014 and December 31, 2013, respectively. The components of the net deferred tax liability are as follows (amounts in thousands):

	September 30, 2014	December 31, 2013
Deferred tax assets:		
Employee compensation	\$ 8,075	\$ 9,365
Allowance for doubtful accounts	332	236
State tax credit carryforward	879	879
Net operating loss carryforward - International	70,938	—
Other	4,900	240
Accrued liabilities	4,643	4,642
Guaranteed payments	—	890
Intangible assets and goodwill	183	930
Depreciation expense	590	
Leases	840	531
Acquisition costs	384	687
Total deferred tax assets	91,764	18,400
Deferred tax liabilities:		
Depreciation expense	4,888	4,250
Prepaid expenses	1,392	1,604
Convertible debt	10,731	11,931
Other	339	—
Finance receivable revenue recognition - International	38,375	—
Use of cost recovery for income tax purposes - U.S.	234,985	209,325
Total deferred tax liability	290,710	227,110
Valuation allowance	33,616	—
Net deferred tax liability	\$ 232,562	\$ 208,710

A reconciliation of the Company's expected tax expense at the statutory federal tax rate to actual tax expense for the three and nine months ended September, 2014 and 2013 is as follows (amounts in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Expected tax expense at statutory federal rates	\$ 27,874	\$ 26,415	\$ 72,641	\$ 73,351
State tax expense, net of federal tax benefit	2,139	2,412	7,217	8,138
Other	(1,540)	(2,565)	(1,828)	(3,057)
Total income tax expense	\$ 28,473	\$ 26,262	\$ 78,030	\$ 78,432

For tax purposes, the Company utilizes the cost recovery method of accounting. Under the cost recovery method, collections on finance receivables are applied first to principal to reduce the finance receivables to zero before any taxable income is recognized. The Internal Revenue Service ("IRS") examined the Company's 2005 tax return and on March 19, 2009 issued Form 4549-A, Income Tax Examination Changes, for tax years ended December 31, 2005 through 2007. The IRS has asserted that tax revenue recognition using the cost recovery method does not clearly reflect taxable income. The Company believes it has sufficient support for the technical merits of its position, and believes cost recovery to be an acceptable tax revenue recognition method for companies in the bad debt purchasing industry. On April 22, 2009, the Company filed a formal protest of the IRS's assessment. On August 26, 2011, the IRS issued a Notice of Deficiency for the tax years ended December 31, 2005 through 2007. The Company subsequently filed a petition in the United States Tax Court. If the Company is unsuccessful in the United States Tax Court, it can appeal to

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the federal Circuit Court of Appeals. On June 30, 2011, the Company was notified by the IRS that the audit period will be expanded to include the tax years ended December 31, 2008 and 2009. On July 7, 2014, the Company received a Notice of Deficiency for tax years ended December 31, 2008 through 2012. The proposed deficiencies relate to the cost recovery method of tax accounting. In response to this notice, the company filed a petition in the United States Tax Court on October 3, 2014.

ASC 740 requires the recognition of interest if the tax law would require interest to be paid on the underpayment of taxes, and recognition of penalties if a tax position does not meet the minimum statutory threshold to avoid payment of penalties. The Company believes it has sufficient support for the technical merits of its position and that it is more likely than not this position will be sustained. Accordingly, the Company has not accrued for interest or penalties on any of its tax positions, including the cost recovery matter.

If the Company is unsuccessful in the United States Tax Court and any potential appeals to the federal Circuit Court of Appeals, it may be required to pay interest. In accordance with the Internal Revenue Code, underpayments of federal tax accrue interest, compounded daily, at the applicable federal short term rate plus three percentage points. An additional two percentage points applies to large corporate underpayments of \$100,000 or more to periods after the applicable date as defined in the Internal Revenue Code. The Company files taxes in multiple state jurisdictions; therefore, any underpayment of state tax will accrue interest in accordance with the respective state statute. The Company's estimate of the potential federal and state interest is \$75.0 million as of September 30, 2014. Payment of the assessed taxes and interest could have an adverse effect on the Company's financial condition, be material to the Company's results of operations, and possibly require additional financing from other sources.

At September 30, 2014, the tax years subject to examination by the major federal, state and international taxing jurisdictions are 2003, 2005 and subsequent years. The 2003 tax year remains open to examination because of a net operating loss that originated in that year but was not fully utilized until the 2005 tax year. The examination periods for the 2005 through 2012 tax years are suspended until a decision of the Tax Court becomes final.

The Company believes it is more likely than not that the results of future operations will generate sufficient taxable income to realize the deferred tax assets. A valuation allowance for deferred tax assets was not recorded at December 31, 2013 since management believed it was more likely than not that the deferred tax assets would be realized. A valuation allowance has been recorded at September 30, 2014 because as part of the acquisition of Aktiv Kapital, the Company acquired a deferred tax asset of approximately \$33.6 million related to tax losses in Norway which the Company believes does not meet the more likely than not requirement for realization. Because the valuation allowance was recorded in relation to the purchase accounting process, there is no impact to the current quarter earnings. In the event that all or part of the deferred tax assets are determined not to be realizable in the future, an adjustment to the valuation allowance would be charged to earnings in the period such determination is made. Similarly, if the Company subsequently realizes deferred tax assets that were previously determined to be unrealizable, the respective valuation allowance would be reversed, resulting in a positive adjustment to earnings in the period such determination is made.

There were no repatriations of unremitted earnings during the three or nine months ended September 30, 2014. The Company intends for predominantly all foreign earnings to be indefinitely reinvested in its foreign operations and, therefore, the recording of deferred tax liabilities for such unremitted earnings is not required. It is impracticable to determine the total amount of unrecognized deferred taxes with respect to these permanently reinvested earnings; however, foreign tax credits would be available to partially reduce U.S. income taxes in the event of a distribution.

## **8. Earnings per Share:**

Basic earnings per share ("EPS") are computed by dividing net income available to common stockholders of PRA Group, Inc. by weighted average common shares outstanding. Diluted EPS are computed using the same components as basic EPS with the denominator adjusted for the dilutive effect of the Notes and nonvested share awards, if dilutive. For the Notes, only the conversion spread is included in the diluted earnings per share calculation, if dilutive. Under such method, the settlement of the conversion spread has a dilutive effect when the average share price of the Company's common stock during any quarter exceeds \$65.72, which did not occur during the period from which the Notes were issued on August 13, 2013 through September 30, 2014. Share-based awards that are contingent upon the attainment of performance goals are not included in the computation of diluted EPS until the performance goals have been attained. The dilutive effect of nonvested shares is computed using the treasury stock method, which assumes any proceeds that could be obtained upon the vesting of nonvested shares would be used to purchase common shares at the average market price for the period. The assumed proceeds include the windfall tax benefit that would be realized upon assumed exercise.

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The following tables reconcile the computation of basic EPS and diluted EPS for the three and nine months ended September 30, 2014 and 2013 (amounts in thousands, except per share amounts):

For the Three Months Ended September 30,						
	2014			2013		
	Net Income attributable to PRA Group, Inc.	Weighted Average Common Shares	EPS	Net Income attributable to PRA Group, Inc.	Weighted Average Common Shares	EPS
Basic EPS	\$ 51,167	50,075	\$ 1.02	\$ 47,338	50,154	\$ 0.94
Dilutive effect of nonvested share awards		364			506	
Diluted EPS	\$ 51,167	50,439	\$ 1.01	\$ 47,338	50,660	\$ 0.93

For the Nine Months Ended September 30,						
	2014			2013		
	Net Income attributable to PRA Group, Inc.	Weighted Average Common Shares	EPS	Net Income attributable to PRA Group, Inc.	Weighted Average Common Shares	EPS
Basic EPS	\$ 129,514	50,023	\$ 2.59	\$ 129,537	50,571	\$ 2.56
Dilutive effect of nonvested share awards		390			468	
Diluted EPS	\$ 129,514	50,413	\$ 2.57	\$ 129,537	51,039	\$ 2.54

There were no antidilutive options outstanding for the three or nine months ended September 30, 2014 and 2013.

#### 9. Commitments and Contingencies:

##### Employment Agreements:

The Company has employment agreements, most of which expire on December 31, 2014, with all of its U.S. executive officers and with several members of its U.S. senior management group. Such agreements provide for base salary payments as well as bonuses that are based on the attainment of specific management goals. At September 30, 2014, the estimated future compensation under these agreements is approximately \$5.2 million. The agreements also contain confidentiality and non-compete provisions. Outside the U.S., employment agreements are in place with employees pursuant to local country regulations. Generally, these agreements do not have expiration dates and therefore it is impractical to estimate the amount of future compensation under these agreements. Accordingly, the future compensation under these agreements is not included in the \$5.2 million total above.

##### Leases:

The Company is party to various operating leases with respect to its facilities and equipment. The future minimum lease payments at September 30, 2014 total approximately \$39.8 million.

##### Forward Flow Agreements:

The Company is party to several forward flow agreements that allow for the purchase of defaulted consumer receivables at pre-established prices. The maximum remaining amount to be purchased under forward flow agreements at September 30, 2014 is approximately \$622.9 million.

##### Contingent Purchase Price:

The asset purchase agreement entered into in connection with the acquisition of certain finance receivables and certain operating assets of National Capital Management, LLC ("NCM") in 2012, includes an earn-out provision whereby the sellers are able to earn additional cash consideration for achieving certain cash collection thresholds over a five year period. The maximum amount of earn-out during the period is \$15.0 million. The Company paid the year one earn-out during December 2013 in the amount of \$6.2 million. As of September 30, 2014, the Company has recorded a present value amount for the expected remaining liability of \$4.6 million.

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Finance Receivables:

Certain agreements for the purchase of finance receivables portfolios contain provisions that may, in limited circumstances, require the Company to refund a portion or all of the collections subsequently received by the Company on particular accounts. The potential refunds as of the balance sheet date are not considered to be significant.

Litigation:

The Company is from time to time subject to routine legal claims and proceedings, most of which are incidental to the ordinary course of its business. The Company initiates lawsuits against customers and is occasionally countersued by them in such actions. Also, customers, either individually, as members of a class action, or through a governmental entity on behalf of customers, may initiate litigation against the Company in which they allege that the Company has violated a state or federal law in the process of collecting on an account. From time to time, other types of lawsuits are brought against the Company. Additionally, the Company receives subpoenas and other requests or demands for information from regulators or governmental authorities who are investigating the Company's debt collection activities. The Company makes every effort to respond appropriately to such requests.

The Company accrues for potential liability arising from legal proceedings when it is probable that such liability has been incurred and the amount of the loss can be reasonably estimated. This determination is based upon currently available information for those proceedings in which the Company is involved, taking into account the Company's best estimate of such losses for those cases for which such estimates can be made. The Company's estimate involves significant judgment, given the varying stages of the proceedings (including the fact that many of them are currently in preliminary stages), the number of unresolved issues in many of the proceedings (including issues regarding class certification and the scope of many of the claims), and the related uncertainty of the potential outcomes of these proceedings. In making determinations of the likely outcome of pending litigation, the Company considers many factors, including, but not limited to, the nature of the claims, the Company's experience with similar types of claims, the jurisdiction in which the matter is filed, input from outside legal counsel, the likelihood of resolving the matter through alternative mechanisms, the matter's current status and the damages sought or demands made. Accordingly, the Company's estimate will change from time to time, and actual losses could be more than the current estimate.

Subject to the inherent uncertainties involved in such proceedings, the Company believes, based upon its current knowledge and after consultation with counsel, that the legal proceedings currently pending against it, including those that fall outside of the Company's routine legal proceedings, should not, either individually or in the aggregate, have a material adverse impact on the Company's financial condition. However, it is possible in light of the uncertainties involved in such proceedings or due to unexpected future developments, that an unfavorable resolution of a legal proceeding or claim could occur which may be material to the Company's financial condition, results of operations, or cash flows for a particular period.

Excluding the matters described below and other putative class action suits that the Company believes are not material, the high end of the range of potential litigation losses in excess of the amount accrued is estimated by management to be less than \$1,000,000 as of September 30, 2014. Notwithstanding our attempt to estimate a range of possible losses in excess of the amount accrued based on current information, actual future losses may exceed both the Company's accrual and the range of potential litigation losses disclosed above.

In certain legal proceedings, the Company may have recourse to insurance or third party contractual indemnities to cover all or portions of its litigation expenses, judgments, or settlements. Loss estimates and accruals for potential liability related to legal proceedings are exclusive of potential recoveries, if any, under the Company's insurance policies or third party indemnities. The Company has not recorded any potential recoveries under the Company's insurance policies or third party indemnities.

The matters described below fall outside of the normal parameters of the Company's routine legal proceedings.

*Telephone Consumer Protection Act Litigation*

The Company has been named as defendant in a number of putative class action cases, each alleging that the Company violated the Telephone Consumer Protection Act ("TCPA") by calling consumers' cellular telephones without their prior express consent. On December 21, 2011, the United States Judicial Panel on Multi-District Litigation entered an order transferring these matters into one consolidated proceeding in the United States District Court for the Southern District of California (the "Court"). On November 14, 2012, the putative class plaintiffs filed their amended consolidated complaint in the matter, now styled as *In re Portfolio Recovery Associates, LLC Telephone Consumer Protection Act Litigation*, case No. 11-md-02295 (the "MDL action").

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On May 20, 2014, the Court stayed this litigation until such time as the United States Federal Communications Commission has ruled on various petitions concerning the TCPA.

*Internal Revenue Service Audit*

The Internal Revenue Service ("IRS") examined the Company's 2005 tax return and on March 19, 2009 issued Form 4549-A, Income Tax Examination Changes, for tax years ended December 31, 2005 through 2007. The IRS has asserted that tax revenue recognition using the cost recovery method does not clearly reflect taxable income. The Company believes it has sufficient support for the technical merits of its position, and believes cost recovery to be an acceptable tax revenue recognition method for companies in the bad debt purchasing industry. On April 22, 2009, the Company filed a formal protest of the IRS's assessment. On August 26, 2011, the IRS issued a Notice of Deficiency for the tax years ended December 31, 2005 through 2007. The Company subsequently filed a petition in the United States Tax Court. If the Company is unsuccessful in the United States Tax Court, it can appeal to the federal Circuit Court of Appeals. On June 30, 2011, the Company was notified by the IRS that the audit period will be expanded to include the tax years ended December 31, 2008 and 2009. On July 7, 2014, the Company received a Notice of Deficiency for tax years ended December 31, 2008 through 2012. The proposed deficiencies relate to the cost recovery method of tax accounting. In response to this notice, the company filed a petition in the United States Tax Court on October 3, 2014. Refer to Note 7 "Income Taxes" for additional information.

**10. Fair Value Measurements and Disclosures:**

As defined by FASB ASC Topic 820, "Fair Value Measurements and Disclosures" ("ASC 820"), fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 also requires the consideration of differing levels of inputs in the determination of fair values. Those levels of input are summarized as follows:

- Level 1 - Quoted prices in active markets for identical assets and liabilities.
- Level 2 - Observable inputs other than level 1 quoted prices, such as quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.
- Level 3 - Unobservable inputs that are supported by little or no market activity. Level 3 assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques as well as instruments for which the determination of fair value requires significant management judgment or estimation.

The level in the fair value hierarchy within which a fair value measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.



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*Financial Instruments Not Required To Be Carried at Fair Value*

In accordance with the disclosure requirements of FASB ASC Topic 825, “Financial Instruments” (“ASC 825”), the table below summarizes fair value estimates for the Company’s financial instruments. The total of the fair value calculations presented does not represent, and should not be construed to represent, the underlying value of the Company. The carrying amounts in the table are recorded in the consolidated balance sheets at September 30, 2014 and December 31, 2013 (amounts in thousands):

	September 30, 2014		December 31, 2013	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
<b>Financial assets:</b>				
Cash and cash equivalents	\$ 70,300	\$ 70,300	\$ 162,004	\$ 162,004
Finance receivables, net	1,913,710	2,362,165	1,239,191	1,722,100
<b>Financial liabilities:</b>				
Revolving lines of credit	676,180	676,180	—	—
Term loans	290,045	290,045	195,000	195,000
Notes and loans payable	199,377	199,377	—	—
Interest-bearing deposits	27,300	27,300	—	—
Convertible debt	259,807	315,859	256,780	316,857

Disclosure of the estimated fair values of financial instruments often requires the use of estimates. The Company uses the following methods and assumptions to estimate the fair value of financial instruments:

**Cash and cash equivalents:** The carrying amount approximates fair value and quoted prices for identical assets can be found in active markets. Accordingly, the Company estimates the fair value of cash and cash equivalents using level 1 inputs.

**Finance receivables, net:** The Company records purchased receivables at cost, which represents a significant discount from the contractual receivable balances due. The Company computed the estimated fair value of these receivables using proprietary pricing models that the Company utilizes to make portfolio purchase decisions. Accordingly, the Company's fair value estimates use level 3 inputs as there is little observable market data available and management is required to use significant judgment in its estimates.

**Revolving lines of credit:** The carrying amount approximates fair value due to the short-term nature of the interest rate periods and the observable quoted prices for similar instruments in active markets. Accordingly, the Company uses level 2 inputs for its fair value estimates.

**Term loans:** The carrying amount approximates fair value due to the short-term nature of the interest rate periods and the observable quoted prices for similar instruments in active markets. Accordingly, the Company uses level 2 inputs for its fair value estimates.

**Notes and loans payable:** The carrying amount approximates fair value due to the short-term nature of the loan terms and the observable quoted prices for similar instruments in active markets. Accordingly, the Company uses level 2 inputs for its fair value estimates.

**Interest-bearing deposits:** The carrying amount approximates fair value due to the short-term nature of the deposits and the observable quoted prices for similar instruments in active markets. Accordingly, the Company uses level 2 inputs for its fair value estimates.

**Convertible debt:** The Notes are carried at historical cost, adjusted for the debt discount. The fair value estimates for these Notes incorporates quoted market prices which were obtained from secondary market broker quotes which were derived from a variety of inputs including client orders, information from their pricing vendors, modeling software, and actual trading prices when they occur. Accordingly, the Company uses level 2 inputs for its fair value estimates.

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*Financial Instruments Required To Be Carried At Fair Value*

The carrying amounts in the following table are measured at fair value on a recurring basis in the accompanying consolidated balance sheets at September 30, 2014 (amounts in thousands):

	Fair Value Measurements as of September 30, 2014			
	Level 1	Level 2	Level 3	Total
<b>Assets:</b>				
Investments (recorded in other assets)	\$ —	\$ —	\$ 61,951	\$ 61,951
<b>Liabilities:</b>				
Interest rate swap contracts (recorded in accrued expenses)	\$ —	\$ 2,836	\$ —	\$ 2,836

**Investments:** The Company's investments are carried at fair value which is determined by using models for valuing similar assets. The Company's fair value estimates use level 3 inputs as there is little observable market data available.

**Interest rate swap contracts:** The interest rate swap contracts are carried at fair value which is determined by using industry standard valuation models. These models project future cash flows and discount the future amounts to a present value using market-based observable inputs, including interest rate curves and other factors. Accordingly, the Company uses level 2 inputs for its fair value estimates.

There were no assets or liabilities measured at fair value on a recurring basis in the accompanying consolidated balance sheet at December 31, 2013.

#### 11. Recent Accounting Pronouncements:

In March 2013, FASB issued ASU 2013-05, "Foreign Currency Matters (Topic 830): Parent's Accounting for the Cumulative Translation Adjustment upon Derecognition of Certain Subsidiaries or Groups of Assets within a Foreign Entity or of an Investment in a Foreign Entity," ("ASU 2013-05") which defines the treatment of the release of cumulative translation adjustments upon derecognition of certain subsidiaries or groups of assets within a foreign entity or of an investment in a foreign entity. ASU 2013-05 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. Early adoption is permitted and prior periods should not be adjusted. The Company adopted ASU 2013-05 in the first quarter of 2014, and it had no material impact on the Company's Consolidated Financial Statements.

In April 2014, FASB issued ASU 2014-08, "Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity" ("ASU 2014-08") that amends the requirements for reporting discontinued operations. ASU 2014-08 requires the disposal of a component of an entity or a group of components of an entity to be reported in discontinued operations if the disposal represents a strategic shift that will have a major effect on the entity's operations and financial results. ASU 2014-08 also requires additional disclosures about discontinued operations and disclosures about the disposal of a significant component of an entity that does not qualify as a discontinued operation. ASU 2014-08 is effective prospectively for reporting periods beginning after December 15, 2014, with early adoption permitted. The Company is evaluating the potential impacts of the new standard.

In May 2014, FASB issued ASU 2014-09, "Revenue from Contracts with Customers" ("ASU 2014-09") that updates the principles for recognizing revenue. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2014-09 also amends the required disclosures of the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. ASU 2014-09 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2016, and can be adopted either retrospectively to each prior reporting period presented or as a cumulative-effect adjustment as of the date of adoption, with early application not permitted. The Company is evaluating its implementation approach and the potential impacts of the new standard on its existing revenue recognition policies and procedures.

In June 2014, FASB issued ASU 2014-12, "Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period" ("ASU 2014-12"). ASU 2014-12 requires that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance

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condition. As such, the performance target should not be reflected in estimating the grant-date fair value of the award. ASU 2014-12 is effective for annual reporting periods beginning after December 15, 2015, with early adoption permitted. The Company is evaluating the potential impacts of the new standard on its existing stock-based compensation awards.

The Company does not expect that any other recently issued accounting pronouncements will have a material effect on its financial statements.

## **12. Business Acquisitions:**

### Aktiv Kapital, A.S. Acquisition

On July 16, 2014, the Company completed the purchase of the outstanding equity of Aktiv, for a purchase price of approximately \$861.3 million, and assumed approximately \$433.7 million of Aktiv's corporate debt, resulting in an acquisition of estimated total enterprise value of \$1.3 billion. The Company financed the transaction with cash of \$206.4 million, \$169.9 million in financing from an affiliate of the seller (which bears interest at a variable rate equal to LIBOR plus 3.75% per annum and matures on July 16, 2015), and \$485.0 million from the Company's domestic, revolving credit facility.

The Company incurred transaction costs of approximately \$5.9 million and \$14.3 million during the three and nine months ended September 30, 2014, respectively. Additionally, the Company recorded a foreign currency transaction loss as a result of entering into foreign currency exchange rate forward contracts during the second quarter of 2014 to acquire 518 million Euros in anticipation of closing the acquisition of Aktiv. As a result of the strengthening U.S. dollar relative to the Euro, the Company incurred losses of \$2.0 million and \$8.2 million on the forward contracts during the three and nine months ended September 30, 2014, respectively.

The Company accounted for this purchase in accordance with ASC Topic 805, "Business Combinations." Under this guidance, an entity is required to recognize the assets acquired, liabilities assumed and the consideration given at their fair value on the acquisition date. The following tables summarize the fair value of the consideration given for Aktiv, as well as the fair value of the assets acquired and liabilities assumed as of the July 16, 2014 acquisition date.

Recognized amounts of identifiable assets and liabilities are as follows (amounts in thousands):

Purchase price	\$	861,331
Cash		(15,624)
Other receivables, net		(10,087)
Finance receivables, net		(727,688)
Property and equipment, net		(7,715)
Net deferred tax asset		(33,426)
Other assets		(64,626)
Accounts payable		15,862
Accrued expenses		27,714
Income tax payable		5,859
Net deferred tax liability		21,967
Borrowings		404,823
Interest bearing deposits		28,858
Goodwill	\$	507,248

The Company has recorded provisional amounts for the assets acquired and liabilities assumed in its consolidated financial statements and will adjust the allocations relative to the fair value of the assets and liabilities, as necessary, during the remainder of the one-year measurement period.

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### Aktiv Results

The Company's results for the third quarter and first nine months of 2014 include the operations of Aktiv from the acquisition date of July 16, 2014 through September 30, 2014.

The table below presents the estimated impact of the Aktiv acquisition on our revenue and income from continuing operations, net of tax for the third quarter and first nine months of 2014. The table also includes condensed pro forma information on our combined results of operations as they may have appeared assuming the Aktiv acquisition had been completed on January 1, 2013. These amounts include certain corporate expenses, transaction costs or merger related expenses that resulted from the acquisition and are therefore not representative of the actual results of the operations of these businesses on a stand-alone basis. As we continue to integrate this business into our existing operations over the remainder of the year, it may become impracticable to separately identify and to estimate these operating results.

Included in the combined pro forma results are adjustments to reflect the impact of certain purchase accounting adjustments, including adjustments to Income recognized on finance receivables, net, Outside fees and services, Depreciation and amortization, and Interest expense.

The pro forma condensed combined financial information is presented for illustrative purposes only and does not indicate the actual combined financial results had the closing of the Aktiv acquisition been completed on January 1, 2013 nor does it reflect the benefits obtained through the integration of business operations realized since acquisition. Furthermore, the information is not indicative of the results of operations in future periods. The pro forma condensed combined financial information does not reflect the impact of possible business model changes nor does it consider any potential impacts of market conditions, expense efficiencies or other factors.

(amounts in thousands)	<b>Aktiv Impact</b>		<b>Combined Pro Forma Results</b>			
	<b>From July 16, 2014 through September 30, 2014</b>		<b>Three months ended September 30,</b>		<b>Nine months ended September 30,</b>	
			<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
Revenue	\$ 47,605	\$	250,407	\$ 256,665	\$ 769,503	\$ 724,084
Net Income attributable to PRA Group, Inc.	17,085		49,377	86,207	172,956	201,590

### Pamplona Capital Management, LLP Acquisition

On July 1, 2014, the Company acquired certain operating assets from PCM. These assets include PCM's IVA Master Servicing Platform as well as other operating assets associated with PCM's IVA business. The purchase price of these assets was approximately \$5 million and was paid from the Company's existing cash balances. Due to immateriality, no effect of this acquisition is included in the pro forma results and adjustments described above.

### 13. Derivatives:

The Company's activities are subject to various financial risks including market risk, currency and interest rate risk, credit risk, liquidity risk and cash flow risk. The Company's overall financial risk management program focuses on the unpredictability of financial markets and seeks to minimize potential adverse effects on the Company's financial performance. The Company may periodically enter into derivative financial instruments, typically interest rate swap agreements, to reduce its exposure to fluctuations in interest rates on variable-rate debt and their impact on earnings and cash flows. The Company does not utilize derivative financial instruments with a level of complexity or with a risk greater than the exposure to be managed nor does it enter into or hold derivatives for trading or speculative purposes. The Company periodically reviews the creditworthiness of the swap counterparty to assess the counterparty's ability to honor its obligation. Counterparty default would expose the Company to fluctuations in variable interest rates. Based on the guidance of FASB ASC Topic 815 "Derivatives and Hedging" ("ASC 815"), the Company records derivative financial instruments at fair value on the consolidated balance sheet.

The financing of portfolio investments is generally drawn in the same currencies as the underlying expected future cash flow from the portfolios. The interest rate risk related to the loan is reduced through the use of a combination of interest rate swaps in

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CAD, EUR, GBP, SEK and NOK. At September 30, 2014, approximately 75% of the net borrowing was hedged, reducing the related interest rate risk.

The Company's financial derivative instruments are not designated as hedging instruments under ASC 815 and therefore the gain or loss on such hedge and the change in fair value of the derivative is recorded in interest (income)/expense in its consolidated financial statements. During both the three and nine months ended September 30, 2014, the Company recorded \$0.7 million in interest (income)/expense in its consolidated income statements. There were no derivatives outstanding during the three or nine months ended September 30, 2013.

The following table sets forth the fair value amounts of the derivative instruments held by the Company as of the dates indicated (amounts in thousands):

	September 30, 2014	
	Asset Derivatives	Liability Derivatives
<b>Derivatives not designated as hedging instruments under ASC 815</b>		
Interest rate swap contracts	\$ —	\$ 2,836

Liability derivatives are recorded in accrued expenses in the accompanying consolidated balance sheets.

#### **14. Subsequent Event:**

On October 23, 2014, the Company entered into a credit agreement with DNB Bank ASA for a Multicurrency Revolving Credit Facility ("the Multicurrency Revolving Credit Facility Agreement"). Under the terms of the Multicurrency Revolving Credit Facility Agreement, the credit facility includes an aggregate amount of \$500,000,000, accrues interest at the IBOR plus 2.50-3.00% (as determined by the ERC Ratio as defined in the Multicurrency Revolving Credit Facility Agreement), bears an unused line fee of 0.35% per annum, payable monthly in arrears, and matures on October 23, 2019. The Multicurrency Revolving Credit Facility also includes an Overdraft Facility aggregate amount of \$40,000,000, accrues interest at the IBOR plus 2.50-3.00% (as determined by the ERC Ratio as defined in the Multicurrency Revolving Credit Facility Agreement), bears a facility line fee of 0.50% per annum, payable quarterly in arrears, and also matures October 23, 2019.

Due to changes in control provisions of the Aktiv Revolving Credit Agreement, the Aktiv Term Loan Credit Agreement, and the Aktiv Bridge Loan Credit Agreement, the Company requested and obtained a waiver that extended the terms of these agreements through October 28, 2014. Upon closing of the Multicurrency Revolving Credit Facility Agreement, the Aktiv Revolving Credit, Aktiv Term Loan Credit, and Aktiv Bridge Loan Credit Agreements were terminated and any outstanding balances owed on the terminated facilities were automatically transferred to the Multicurrency Revolving Credit Facility Agreement.

## **Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations**

### **Forward-Looking Statements:**

This report contains forward-looking statements within the meaning of the federal securities laws. These forward-looking statements involve risks, uncertainties and assumptions that, if they never materialize or prove incorrect, could cause our results to differ materially from those expressed or implied by such forward-looking statements. All statements, other than statements of historical fact, are forward-looking statements, including statements regarding overall trends, gross margin trends, operating cost trends, liquidity and capital needs and other statements of expectations, beliefs, future plans and strategies, anticipated events or trends, and similar expressions concerning matters that are not historical facts. The risks, uncertainties and assumptions referred to above may include the following:

- a prolonged economic recovery or a deterioration in the economic or inflationary environment in the United States or Europe, including the interest rate environment, may have an adverse effect on our collections, results of operations, revenue and stock price or on the stability of the financial system as a whole;
- changes in the credit or capital markets, which affect our ability to borrow money or raise capital;
- our ability to integrate the Aktiv business;
- our ability to manage risks associated with our international operations, which risks will increase as a result of the Aktiv acquisition;
- our ability to recognize the anticipated synergies and benefits of the Aktiv acquisition;
- our ability to purchase defaulted consumer receivables at appropriate prices;
- our ability to replace our defaulted consumer receivables with additional receivables portfolios;
- our ability to obtain accurate and authentic account documents relating to accounts that we acquire and the possibility that documents that we provide could contain errors;
- our ability to successfully acquire receivables of new asset types;
- our ability to collect sufficient amounts on our defaulted consumer receivables;
- changes in tax laws regarding earnings of our subsidiaries located outside of the United States;
- changes in, or interpretations of, insolvency or collection laws that could negatively affect our business, including by causing an increase in certain types of insolvency filings involving liquidations, which may cause our collections to decrease;
- changes in, or interpretations of, state or federal laws or the administrative practices of various insolvency courts, which may impact our ability to collect on our defaulted receivables;
- our ability to collect and enforce our finance receivables may be limited under federal and state laws;
- our ability to employ and retain qualified employees, especially collection personnel, and our senior management team;
- our work force could become unionized in the future, which could adversely affect the stability of our production and increase our costs;
- the degree, nature, and resources of our competition;
- the possibility that we could incur goodwill or other intangible asset impairment charges;
- our ability to retain existing clients and obtain new clients for our fee-for-service businesses;
- our ability to comply with existing and new regulations of the collection industry, the failure of which could result in penalties, fines, litigation, damage to our reputation or the suspension or termination of our ability to conduct our business;
- changes in governmental laws and regulations or the manner in which they are interpreted or applied which could increase our costs and liabilities or impact our operations;
- our ability to adjust to debt collection and debt buying regulations that may be promulgated by the Consumer Financial Protection Bureau ("CFPB") and the regulatory and enforcement activities of the CFPB;
- the possibility that new business acquisitions prove unsuccessful or strain or divert our resources;
- our ability to maintain, renegotiate or replace our credit facility;
- our ability to satisfy the restrictive covenants in our debt agreements;
- our ability to manage risks associated with our international operations;
- the possibility that compliance with foreign and U.S. laws and regulations that apply to our international operations could increase our cost of doing business in international jurisdictions;
- the imposition of additional taxes on us;
- changes in interest or exchange rates, which could reduce our net income, and the possibility that future hedging strategies may not be successful, which could adversely affect our results of operations and financial condition, as could our failure to comply with hedge accounting principles and interpretations;
- the possibility that we could incur significant allowance charges on our finance receivables;
- our loss contingency accruals may not be adequate to cover actual losses;
- our ability to manage growth successfully;
- the possibility that we could incur business or technology disruptions or cyber incidents, or not adapt to technological advances;

- the possibility that we or our industry could experience negative publicity or reputational attacks; and
- the risk factors listed from time to time in our filings with the Securities and Exchange Commission (the “SEC”) including the risk factors in Part II, Item 1A, of this Form 10-Q.

You should assume that the information appearing in this quarterly report is accurate only as of the date it was issued. Our business, financial condition, results of operations and prospects may have changed since that date.

For a discussion of the risks, uncertainties and assumptions that could affect our future events, developments or results, you should carefully review the following “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” as well as the discussion of “Business” and “Risk Factors” described in our 2013 Annual Report on Form 10-K, filed on February 28, 2014.

Our forward-looking statements could be wrong in light of these and other risks, uncertainties and assumptions. The future events, developments or results described in this report could turn out to be materially different. Except as required by law, we assume no obligation to publicly update or revise our forward-looking statements after the date of this report and you should not expect us to do so.

Investors should also be aware that while we do, from time to time, communicate with securities analysts and others, we do not, by policy, selectively disclose to them any material nonpublic information or other confidential commercial information. Accordingly, stockholders should not assume that we agree with any statement or report issued by any analyst regardless of the content of the statement or report. We do not, by policy, confirm forecasts or projections issued by others. Thus, to the extent that reports issued by securities analysts contain any projections, forecasts or opinions, such reports are not our responsibility.

### **Definitions**

We use the following terminology throughout this document:

- “Allowance charges” refers to a reduction in income recognized on finance receivables on pools of finance receivables whose cash collection estimates are not received or projected to not be received.
- “Amortization rate” refers to cash collections applied to principal on finance receivables as a percentage of total cash collections.
- “Buybacks” refers to purchase price refunded by the seller due to the return of non-compliant accounts.
- “Cash collections” refers to collections on our owned portfolios.
- “Cash receipts” refers to collections on our owned portfolios plus fee income.
- “Core” accounts or portfolios refer to accounts or portfolios that are defaulted consumer receivables and are not in an insolvent status upon purchase. These accounts are aggregated separately from insolvency accounts. Unless otherwise noted, Core accounts do not include the accounts we purchase in Canada or Europe.
- “Estimated remaining collections” or “ERC” refers to the sum of all future projected cash collections on our owned portfolios.
- “Fee income” refers to revenues generated from our fee-for-service businesses.
- “Income recognized on finance receivables” refers to income derived from our owned debt portfolios.
- “Income recognized on finance receivables, net” refers to income derived from our owned debt portfolios and is shown net of allowance charges/reversals.
- “Insolvency” accounts or portfolios refer to accounts or portfolios that are in insolvency when we purchase them and as such are purchased as a pool of insolvent accounts. These include U.S. purchased bankruptcy accounts.
- “Net finance receivable balance” is recorded on our balance sheet and refers to the purchase price less principal amortization and net allowance charges/reversals.
- “Principal amortization” refers to cash collections applied to principal on finance receivables.
- “Purchase price” refers to the cash paid to a seller to acquire defaulted consumer receivables, plus certain capitalized costs, less buybacks.
- “Purchase price multiple” refers to the total estimated collections on owned debt portfolios divided by purchase price.
- “Total estimated collections” refers to the actual cash collections, including cash sales, plus estimated remaining collections.

All references in this report on Form 10-Q to the “PRA Group,” “our,” “we,” “us,” the “Company” or similar terms are to PRA Group, Inc. and its subsidiaries (formerly known as Portfolio Recovery Associates, Inc.).

## Overview

We are a global financial and business services company with operations in North America and Europe. Our primary business is the purchase, collection and management of portfolios of defaulted consumer receivables. We also service receivables on behalf of clients on either a commission or transaction-fee basis and provide class action claims settlement recovery services and related payment processing to corporate clients.

Our industry is highly regulated under various laws. In the United States, they include the Fair Debt Collection Practices Act, Fair Credit Reporting Act, Dodd-Frank Wall Street Reform and Consumer Protection Act, Telephone Consumer Protection Act and other federal and state laws. Likewise, our business is regulated by various laws in the European countries and Canadian territories in which we operate. We are subject to inspections, examinations, supervision by regulators in the U.K., in each U.S. state in which we are licensed, and also by the CFPB. The CFPB is expected to adopt additional rules that will affect our industry, and has sought feedback on a wide range of debt collection issues. We have provided our input and feedback with written comments and through a number of meetings with CFPB staff. We are currently engaged in discussions with the CFPB with a view toward adopting certain practices or controls in the conduct of our business. There can be no assurance that new industry regulations or the outcome of these discussions would not have an adverse effect on our business.

On August 4, 2014, the Office of the Comptroller of the Currency (“OCC”) issued risk guidance detailing the principles they expect financial institutions to follow in connection with the sale of consumer debt. We are currently in the process of evaluating the impact that this guidance may have on our business, if any.

We are currently headquartered in Norfolk, Virginia, and employ approximately 3,900 full time equivalents. Our shares of common stock are traded on the NASDAQ Global Select Market under the symbol “PRAA.” Effective October 23, 2014, we changed our name from Portfolio Recovery Associates, Inc. to PRA Group, Inc.

On July 16, 2014, we completed the purchase of the outstanding equity of Aktiv, a Norway-based company specializing in the acquisition and servicing of non-performing consumer loans throughout Europe and in Canada, for a purchase price of approximately \$861.3 million, and assumed approximately \$433.7 million of Aktiv’s corporate debt, resulting in an acquisition of estimated total enterprise value of \$1.3 billion. We financed the acquisition with cash of \$206.4 million, \$169.9 million in financing from an affiliate of the seller (which bears interest at a variable rate equal to LIBOR plus 3.75% per annum and matures on July 16, 2015), and \$485.0 million from our domestic, revolving credit facility.

A publicly traded company from 1997 until early 2012 (traded on the Oslo Stock Exchange under the symbol “AIK”), Aktiv has developed a mixed in-house and outsourced collection strategy. Aktiv maintains in-house servicing platforms in eight markets, and owns portfolios in fourteen markets. Aktiv has more than 20 years of experience and data in a wide variety of consumer asset classes, across an extensive geographic background. Aktiv has acquired more than 2,000 portfolios, with a face value of more than \$38 billion. In 2013, Aktiv collected \$318 million on its portfolios and purchased \$248 million in new portfolios, up from \$222 million in 2012. During the nine months ended September 30, 2014, Aktiv collected \$260 million on its portfolios and purchased \$139 million in new portfolios. During the period of July 16, 2014 through September 30, 2014, Aktiv collected \$74 million on its portfolios and purchased \$34 million in new portfolios. Aktiv’s total assets were approximately \$1.3 billion and \$900 million at September 30, 2014 and December 31, 2013, respectively.

This acquisition has provided us entry into thirteen new markets, providing us additional geographical diversity in portfolio purchasing and collection. Aktiv’s Chief Executive Officer and his executive team and the more than 400 Aktiv employees joined our workforce upon the closing of the transaction.

During the three and nine months ended September 30, 2014, we incurred approximately \$5.9 million and \$14.3 million, respectively, of transaction costs related to the acquisition. We estimate that we will incur approximately \$8-10 million of additional non-recurring integration costs over the next several quarters. Additionally, we recorded a foreign currency transaction loss as a result of us entering into foreign currency exchange rate forward contracts during the second quarter of 2014 to acquire 518 million euros in anticipation of closing the acquisition of Aktiv. As a result of the strengthening U.S. dollar relative to the Euro, we incurred losses of \$2.0 million and \$8.2 million during the three and nine months ended September 30, 2014.

### *Earnings Summary*

During the third quarter of 2014, net income attributable to the Company was \$51.2 million, or \$1.01 per diluted share, compared with \$47.3 million, or \$0.93 per diluted share, in the third quarter of 2013. Total revenue was \$239.0 million in the third quarter of 2014, up 20.8% from the third quarter of 2013. Revenues in the third quarter of 2014 consisted of \$224.3 million in income recognized on finance receivables, net, \$12.9 million in fee income and \$1.8 million in other revenue. Income recognized



on finance receivables, net, in the third quarter of 2014 increased \$52.9 million, or 30.8%, over the third quarter of 2013, primarily as a result of an increase in cash collections mainly due to the Aktiv acquisition. Cash collections, which drive our finance receivable income, were \$372.7 million in the third quarter of 2014, up 27.8%, or \$81.1 million, as compared to the third quarter of 2013. During the third quarter of 2014, we incurred \$1.7 million in net allowance reversals, compared with \$2.6 million of net allowance reversals in the third quarter of 2013.

Fee income decreased to \$12.9 million in the third quarter of 2014 from \$26.3 million in the third quarter of 2013, primarily due to lower fee income generated by Claims Compensation Bureau, LLC ("CCB"), whose revenues vary depending on the timing and outcome of individual class action settlements and whose revenue in the 2013 period included significant fee income due to timing. This was partially offset by the fee income generated in the third quarter of 2014 by Aktiv.

A summary of how our income was generated during the three months ended September 30, 2014 and 2013 is as follows:

(amounts in thousands)	For the Three Months Ended September 30,	
	2014	2013
Cash collections	\$ 372,743	\$ 291,651
Amortization of finance receivables	(150,115)	(122,776)
Net allowance reversals	1,698	2,581
Finance receivable income	224,326	171,456
Fee income	12,882	26,306
Other revenue	1,765	—
Total revenue	\$ 238,973	\$ 197,762

Operating expenses were \$150.8 million in the third quarter of 2014, up 27.5% over the third quarter of 2013, due primarily to the inclusion of Aktiv's expenses and an increase in outside fees and services. Outside fees and services expenses were \$17.2 million for the three months ended September 30, 2014, an increase of \$8.5 million, or 97.7%, compared to \$8.7 million for the three months ended September 30, 2013. The increase was mainly attributable to the \$5.9 million of transaction costs incurred in the third quarter of 2014 related to the Aktiv acquisition in addition to the outside fees and services expenses incurred by Aktiv.

During the three months ended September 30, 2014, we acquired defaulted consumer receivables portfolios, including the Aktiv acquisition portfolio, at a cost of \$891.4 million. During the three months ended September 30, 2013, we acquired defaulted consumer receivable portfolios at a cost of \$141.9 million. In any period, we acquire defaulted consumer receivables that can vary dramatically in their age, type and ultimate collectability. We may pay significantly different purchase rates for purchased receivables within any period as a result of this relative quality fluctuation. In addition, market forces can drive pricing rates up or down in any period, irrespective of other relative quality fluctuations. As a result, the average purchase rate paid for any given period can fluctuate dramatically based on our particular buying activity in that period. However, regardless of the average purchase price and for similar time frames, we intend to target a similar internal rate of return, after direct expenses, in pricing our portfolio acquisitions during any quarter; therefore, the absolute rate paid is not necessarily relevant to the estimated profitability of a period's buying.

## Results of Operations

The results of operations include the financial results of the Company and all of our subsidiaries. The following table sets forth certain operating data as a percentage of total revenues for the periods indicated:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2014	2013	2014	2013
<b>Revenues:</b>				
Income recognized on finance receivables, net	93.9%	86.7%	92.8 %	89.9%
Fee income	5.4%	13.3%	6.9 %	10.1%
Other revenue	0.7%	—%	0.3 %	—%
Total revenues	100.0%	100.0%	100.0 %	100.0%
<b>Operating expenses:</b>				
Compensation and employee services	27.3%	26.7%	26.8 %	26.5%
Legal collection fees	5.8%	5.2%	5.7 %	5.7%
Legal collection costs	8.5%	10.0%	11.5 %	11.5%
Agency fees	2.5%	0.7%	1.4 %	0.8%
Outside fees and services	7.2%	4.4%	6.4 %	4.5%
Communication expenses	3.7%	3.4%	4.1 %	3.9%
Rent and occupancy	1.3%	1.0%	1.2 %	1.0%
Depreciation and amortization	2.1%	1.9%	2.1 %	1.9%
Other operating expenses	4.7%	3.3%	4.0 %	3.2%
Impairment of goodwill	—%	3.2%	—%	1.2%
Total operating expenses	63.1%	59.8%	63.2 %	60.2%
Income from operations	36.9%	40.2%	36.8 %	39.8%
<b>Other expense:</b>				
Interest expense	4.9%	2.0%	3.4 %	1.7%
Foreign exchange gain/(loss)	1.4%	—%	(0.5)%	—%
Income before income taxes	33.4%	38.2%	32.9 %	38.1%
Provision for income taxes	11.9%	13.3%	12.4 %	14.3%
Net income	21.5%	24.9%	20.5 %	23.8%
Adjustment for net income attributable to redeemable noncontrolling interest	—%	0.9%	—%	0.3%
Net income attributable to PRA Group, Inc.	21.5%	24.0%	20.5 %	23.5%

### Three Months Ended September 30, 2014 Compared To Three Months Ended September 30, 2013

#### Revenues

Total revenues were \$239.0 million for the three months ended September 30, 2014, an increase of \$41.2 million, or 20.8%, compared to total revenues of \$197.8 million for the three months ended September 30, 2013.

#### Income Recognized on Finance Receivables, net

Income recognized on finance receivables, net was \$224.3 million for the three months ended September 30, 2014, an increase of \$52.8 million, or 30.8%, compared to income recognized on finance receivables, net of \$171.5 million for the three months ended September 30, 2013. The increase was primarily due to an increase in cash collections on our finance receivables to \$372.7 million for the three months ended September 30, 2014, from \$291.7 million for the three months ended September 30, 2013, an increase of \$81.0 million, or 27.8%. This increase was largely due to the inclusion of Aktiv's cash collections in the third quarter of 2014. Our finance receivables amortization rate, including net allowance charges, was 39.8% for the three months ended September 30, 2014 compared to 41.2% for the three months ended September 30, 2013.

Accretable yield represents the amount of income recognized on finance receivables the Company can expect to generate over the remaining life of its existing portfolios based on estimated future cash flows as of the balance sheet date. Additions represent the original expected accretable yield, on portfolios purchased during the period, to be earned by the Company based on its proprietary buying models. Net reclassifications from nonaccretable difference to accretable yield primarily result from the Company's increase in its estimate of future cash flows. Increases in future cash flows may occur as portfolios age and actual cash collections exceed those originally expected. If those cash flows are determined to be incremental to the portfolio's original

forecast, future projections of cash flows are generally increased resulting in higher expected revenue and hence increases in accretable yield. During the three months ended September 30, 2014 and 2013, the Company reclassified amounts from nonaccretable difference to accretable yield due primarily to increased cash collection forecasts relating to pools acquired from 2007-2013. When applicable, net reclassifications to nonaccretable difference from accretable yield result from the Company's decrease in its estimates of future cash flows and allowance charges that exceed the Company's increase in its estimate of future cash flows.

Income recognized on finance receivables, net, is shown net of changes in valuation allowances which are recorded for significant decreases in expected cash flows or a change in timing of cash flows which would otherwise require a reduction in the stated yield on a pool of accounts. For the three months ended September 30, 2014, we recorded net allowance reversals of \$1.7 million. On our domestic Core portfolios, we recorded allowance reversals of \$4.4 million on portfolios purchased between 2005 and 2008, offset by allowance charges of \$2.2 million on portfolios purchased in 2010 and 2011. On our Insolvency portfolios, we recorded net allowance reversals of \$0.1 million on our domestic portfolios offset by an allowance charge of \$0.6 million on Canadian portfolios purchased in 2014. No allowance charges or reversals were recorded during the period on the portfolios acquired from Aktiv. For the three months ended September 30, 2013, we recorded net allowance reversals of \$2.6 million, of which a charge of \$1.4 million related to Insolvency portfolios primarily purchased in 2008, offset by reversals of \$4.0 million related to domestic Core portfolios purchased between 2005 and 2008.

In any given period, we may be required to record valuation allowances due to pools of receivables underperforming our previous expectations. Factors that may contribute to the recording of valuation allowances may include both internal as well as external factors. External factors which may have an impact on the collectability, and subsequently to the overall profitability, of purchased pools of defaulted consumer receivables include: new laws or regulations relating to collections, new interpretations of existing laws or regulations, and the overall condition of the economy. Internal factors which may have an impact on the collectability, and subsequently the overall profitability, of purchased pools of defaulted consumer receivables would include: necessary revisions to initial and post-acquisition scoring and modeling estimates, non-optimal operational activities (relating to the collection and movement of accounts on both our collection floor and external channels), and decreases in productivity related to turnover of our collection staff.

#### *Fee Income*

Fee income decreased to \$12.9 million in the third quarter of 2014 from \$26.3 million in the third quarter of 2013, primarily due to lower fee income generated by CCB, whose revenues vary depending on the timing and outcome of individual class action settlements and whose revenue in the 2013 period included significant fee income due to timing. This was partially offset by the fee income generated in the third quarter of 2014 by Aktiv.

#### *Income from Operations*

Income from operations was \$88.2 million for the three months ended September 30, 2014, an increase of \$8.7 million or 10.9% compared to income from operations of \$79.5 million for the three months ended September 30, 2013. Income from operations was 36.9% of total revenue for the three months ended September 30, 2014 compared to 40.2% for the three months ended September 30, 2013.

#### **Operating Expenses**

Operating expenses were \$150.8 million for the three months ended September 30, 2014, an increase of \$32.5 million or 27.5% compared to operating expenses of \$118.3 million for the three months ended September 30, 2013. This increase was due largely to the inclusion of Aktiv's operating expenses and acquisition related costs incurred. Operating expenses were 39.1% of cash receipts for the three months ended September 30, 2014 compared to 37.2% for the three months ended September 30, 2013.

#### *Compensation and Employee Services*

Compensation and employee services expenses were \$65.2 million for the three months ended September 30, 2014, an increase of \$12.3 million, or 23.3%, compared to compensation and employee services expenses of \$52.9 million for the three months ended September 30, 2013. Compensation expense increased primarily as a result of larger staff sizes, mainly attributable to the acquisition of Aktiv, in addition to increases in incentive compensation and normal pay increases. Total full-time equivalents increased 21.4% to 3,913 as of September 30, 2014, from 3,223 as of September 30, 2013. Compensation and employee services expenses as a percentage of cash receipts increased to 16.9% for the three months ended September 30, 2014, from 16.6% of cash receipts for the three months ended September 30, 2013.

### *Legal Collection Fees*

Legal collection fees represent contingent fees incurred for the cash collections generated by our independent third party attorney network. Legal collection fees were \$13.8 million for the three months ended September 30, 2014, an increase of \$3.6 million, or 35.3%, compared to legal collection fees of \$10.2 million for the three months ended September 30, 2013. This increase was mainly attributable to legal collection fees incurred by Aktiv. Legal collection fees for the three months ended September 30, 2014 were 3.6% of cash receipts, compared to 3.2% for the three months ended September 30, 2013.

### *Legal Collection Costs*

Legal collection costs consist of costs paid to courts where a lawsuit is filed and the cost of documents received from sellers of defaulted consumer receivables. Legal collection costs were \$20.4 million for the three months ended September 30, 2014, an increase of \$0.6 million, or 3.0%, compared to legal collection costs of \$19.8 million for the three months ended September 30, 2013. This increase is the result of the expansion in the number of accounts brought into the legal collection process. Legal collection costs for the three months ended September 30, 2014 were 5.3% of cash receipts, compared to 6.2% for the three months ended September 30, 2013.

### *Agency Fees*

Agency fees primarily represent third party collection fees and costs paid to repossession agents to repossess vehicles. Agency fees were \$6.0 million for the three months ended September 30, 2014, compared to \$1.4 million for the three months ended September 30, 2013. This increase was mainly attributable to the third party collection fees incurred by Aktiv.

### *Outside Fees and Services*

Outside fees and services expenses were \$17.2 million for the three months ended September 30, 2014, an increase of \$8.5 million, or 97.7%, compared to outside fees and services expenses of \$8.7 million for the three months ended September 30, 2013. The increase was mainly attributable to \$5.9 million of transaction costs incurred in the third quarter of 2014 related to the Aktiv acquisition in addition to the outside fees and services expenses incurred by Aktiv.

### *Communication Expenses*

Communication expenses were \$8.9 million for the three months ended September 30, 2014, an increase of \$2.3 million, or 34.9%, compared to communications expenses of \$6.6 million for the three months ended September 30, 2013. The increase was largely due to inclusion of Aktiv's communication expenses as well as additional postage expenses incurred as a result of an increase in special collection letter campaigns and a larger customer base. The remaining increase was attributable to higher telephone expenses. Expenses related to customer mailings were responsible for 69.6%, or \$1.6 million, of this increase, and the remaining 30.4%, or \$0.7 million, was attributable to increases in telephone related charges.

### *Rent and Occupancy*

Rent and occupancy expenses were \$3.0 million for the three months ended September 30, 2014, an increase of \$1.0 million, or 50.0%, compared to rent and occupancy expenses of \$2.0 million for the three months ended September 30, 2013. The increase was primarily due to the rent and occupancy expense incurred by Aktiv as well as the additional space leased at our Norfolk headquarters during the second half of 2013 and the additional space leased as a result of the opening of our Texas call center in December of 2013.

### *Depreciation and Amortization*

Depreciation and amortization expenses were \$4.9 million for the three months ended September 30, 2014, an increase of \$1.1 million, or 29.0%, compared to depreciation and amortization expenses of \$3.8 million for the three months ended September 30, 2013. The increase was primarily due to the depreciation and amortization expense incurred by Aktiv, as well as capital expenditures resulting from the additional space leased at our Norfolk headquarters during the second half of 2013, additional space leased as a result of the opening of our Texas call center in December of 2013, and the relocation of our PRA Government Services, LLC ("PGS") Birmingham operations in March of 2014.

### *Other Operating Expenses*

Other operating expenses were \$11.3 million for the three months ended September 30, 2014, an increase of \$4.8 million, or 73.9%, compared to other operating expenses of \$6.5 million for the three months ended September 30, 2013. The increase was primarily due to other operating expenses incurred by Aktiv as well as an increase in taxes, fees and licenses.

### *Impairment of Goodwill*

Impairment of goodwill expense was \$0.0 million for the three months ended September 30, 2014, compared to \$6.4 for the three months ended September 30, 2013. During the three months ended September 30, 2013, the Company evaluated the goodwill associated with one of its reporting units, which had experienced a revenue and profitability decline, recent net losses and a loss of a significant client during the quarter. Based on this evaluation, the Company recorded a \$6.4 million impairment of goodwill in the third quarter of 2013. This non-cash charge represented the full amount of goodwill previously recorded for PLS. All other intangible assets related to PLS were fully amortized as of September 30, 2013.

### **Interest Expense**

Interest expense was \$11.8 million and \$4.0 million for the three months ended September 30, 2014 and 2013, respectively. The increase was primarily due to the additional financing needed to facilitate the closing of the Aktiv acquisition and the additional interest incurred on the Aktiv assumed debt and interest rate swap contracts as well as the completion on August 13, 2013, through a private offering of \$287.5 million in aggregate principal amount of the Company's 3.00% Convertible Senior Notes due 2020. This was partially offset by a reduction in interest expense of \$3.6 million related to the amortization of fair value adjustment on Aktiv's debt.

### **Provision for Income Taxes**

Provision for income taxes was \$28.5 million for the three months ended September 30, 2014, an increase of \$2.2 million, or 8.4%, compared to provision for income taxes of \$26.3 million for the three months ended September 30, 2013. The increase is primarily due to an increase of 5.5% in income before taxes for the three months ended September 30, 2014, compared to the three months ended September 30, 2013. During the three months ended September 30, 2014, our effective tax rate was 35.8%, compared to 34.8% for the three months ended September 30, 2013. The increase was due primarily to non-deductible transaction costs incurred in the acquisition of Aktiv. This was partially offset by having proportionately more income in the recent quarterly period in foreign jurisdictions with lower tax rates than the U.S., due to the Aktiv acquisition.

### ***Nine Months Ended September 30, 2014 Compared To Nine Months Ended September 30, 2013***

#### **Revenues**

Total revenues were \$630.2 million for the nine months ended September 30, 2014, an increase of \$79.9 million, or 14.5%, compared to total revenues of \$550.3 million for the nine months ended September 30, 2013.

#### *Income Recognized on Finance Receivables, net*

Income recognized on finance receivables, net was \$584.8 million for the nine months ended September 30, 2014, an increase of \$90.0 million, or 18.2%, compared to income recognized on finance receivables, net of \$494.8 million for the nine months ended September 30, 2013. The increase was primarily due to an increase in cash collections on our finance receivables to \$1,005.4 million for the nine months ended September 30, 2014, from \$863.5 million for the nine months ended September 30, 2013, an increase of \$141.9 million, or 16.4%. Our finance receivables amortization rate, including net allowance charges, was 41.8% for the nine months ended September 30, 2014 compared to 42.7% for the nine months ended September 30, 2013.

Accretable yield represents the amount of income recognized on finance receivables the Company can expect to generate over the remaining life of its existing portfolios based on estimated future cash flows as of the balance sheet date. Additions represent the original expected accretable yield, on portfolios purchased during the period, to be earned by the Company based on its proprietary buying models. Net reclassifications from nonaccretable difference to accretable yield primarily result from the Company's increase in its estimate of future cash flows. Increases in future cash flows may occur as portfolios age and actual cash collections exceed those originally expected. If those cash flows are determined to be incremental to the portfolio's original forecast, future projections of cash flows are generally increased resulting in higher expected revenue and hence increases in accretable yield. During the nine months ended September 30, 2014 and 2013, the Company reclassified amounts from nonaccretable difference to accretable yield due primarily to increased cash collection forecasts relating to pools acquired from 2007-2013. When applicable, net reclassifications to nonaccretable difference from accretable yield result from the Company's decrease in its estimates of future cash flows and allowance charges that exceed the Company's increase in its estimate of future cash flows.

Income recognized on finance receivables, net, is shown net of changes in valuation allowances recognized under ASC 310-30, which requires that a valuation allowance be recorded for significant decreases in expected cash flows or a change in timing of cash flows which would otherwise require a reduction in the stated yield on a pool of accounts. For the nine months

ended September 30, 2014, we recorded net allowance reversals of \$5.9 million. On our domestic Core portfolios, we recorded allowance reversals of \$10.8 million on portfolios purchased between 2005 and 2008, offset by allowance charges of \$4.0 million on portfolios purchased in 2010 and 2011. On our Insolvency portfolios, we recorded net allowance reversals of \$0.7 million on our domestic portfolios primarily purchased in 2007 and 2008, offset by net allowance charges of \$1.1 million on Canadian portfolios purchased in 2014. We also recorded a net allowance charge of \$0.5 million on our UK portfolios purchased in 2012. No allowance charges or reversals were recorded during the period on the portfolios acquired from Aktiv. For the nine months ended September 30, 2013, we recorded net allowance charge reversals of \$1.6 million, of which \$6.5 million of net charges related to Insolvency portfolios primarily purchased in 2007 and 2008, offset by reversals of \$8.1 million related to domestic Core portfolios primarily purchased between 2005 and 2008.

In any given period, we may be required to record valuation allowances due to pools of receivables underperforming our previous expectations. Factors that may contribute to the recording of valuation allowances may include both internal as well as external factors. External factors which may have an impact on the collectability, and subsequently the overall profitability, of purchased pools of defaulted consumer receivables include: new laws or regulations relating to collections, new interpretations of existing laws or regulations, and the overall condition of the economy. Internal factors which may have an impact on the collectability, and subsequently the overall profitability, of purchased pools of defaulted consumer receivables would include: necessary revisions to initial and post-acquisition scoring and modeling estimates, non-optimal operational activities (relating to the collection and movement of accounts on both our collection floor and external channels), and decreases in productivity related to turnover of our collection staff.

#### *Fee Income*

Fee income decreased to \$43.7 million for the nine months ended September 30, 2014, from \$55.5 million for the nine months ended September 30, 2013, primarily due to lower fee income generated by CCB, whose revenues vary depending on the timing and outcome of individual class action settlements and whose revenue in the 2013 period included significant fee income due to timing. This was partially offset by higher fee income generated by PGS and the fee income generated by Aktiv in the third quarter of 2014.

#### *Income from Operations*

Income from operations was \$232.2 million for the nine months ended September 30, 2014, an increase of \$13.0 million or 5.9% compared to income from operations of \$219.2 million for the nine months ended September 30, 2013. Income from operations was 36.8% of total revenue for the nine months ended September 30, 2014 compared to 39.8% for the nine months ended September 30, 2013.

#### **Operating Expenses**

Operating expenses were \$398.0 million for the nine months ended September 30, 2014, an increase of \$66.9 million or 20.2% compared to operating expenses of \$331.1 million for the nine months ended September 30, 2013. Operating expenses were 38.0% of cash receipts for the nine months ended September 30, 2014 compared to 36.0% for the nine months ended September 30, 2013.

#### *Compensation and Employee Services*

Compensation and employee services expenses were \$169.1 million for the nine months ended September 30, 2014, an increase of \$23.0 million, or 15.7%, compared to compensation and employee services expenses of \$146.1 million for nine months ended September 30, 2013. Compensation expense increased primarily as a result of larger staff sizes, mainly attributable to the acquisition of Aktiv, in addition to increases in incentive compensation and normal pay increases. Total full-time equivalents increased 21.4% to 3,913 as of September 30, 2014, from 3,223 as of September 30, 2013. Compensation and employee services expenses as a percentage of cash receipts increased to 16.1% for the nine months ended September 30, 2014, from 15.9% of cash receipts for the nine months ended September 30, 2013.

#### *Legal Collection Fees*

Legal collection fees represent contingent fees incurred for the cash collections generated by our independent third party attorney network. Legal collection fees were \$36.0 million for the nine months ended September 30, 2014, an increase of \$4.7 million, or 15.0%, compared to legal collection fees of \$31.3 million for the nine months ended September 30, 2013. This increase was mainly attributable to legal collection fees incurred by Aktiv as well as an increase in cash collections from outside attorneys from \$146.3 million in the nine months ended September 30, 2013 to \$155.9 million for the nine months ended September 30, 2014, an increase of \$9.6 million, or 6.6%. Legal collection fees for both the nine months ended September 30, 2014 and 2013 were 3.4% of cash receipts.

### *Legal Collection Costs*

Legal collection costs consist of costs paid to courts where a lawsuit is filed and the cost of documents received from sellers of defaulted consumer receivables. Legal collection costs were \$72.3 million for the nine months ended September 30, 2014, an increase of \$9.3 million, or 14.8%, compared to legal collection costs of \$63.0 million for the nine months ended September 30, 2013. This increase is the result of the expansion in the number of accounts brought into the legal collection process. Legal collection costs for both the nine months ended September 30, 2014 and 2013 were 6.9% of cash receipts.

### *Agency Fees*

Agency fees primarily represent third party collection fees and costs paid to repossession agents to repossess vehicles. Agency fees were \$8.9 million for the nine months ended September 30, 2014, compared to \$4.3 million for the nine months ended September 30, 2013. This increase was mainly attributable to the third party collection fees incurred by Aktiv.

### *Outside Fees and Services*

Outside fees and services expenses were \$40.1 million for the nine months ended September 30, 2014, an increase of \$15.3 million, or 61.7%, compared to outside fees and services expenses of \$24.8 million for the nine months ended September 30, 2013. The increase was mainly attributable to the \$14.3 million of transaction costs incurred during the nine months ended September 30, 2014 related to the Aktiv acquisition in addition to the outside fees and services expenses incurred by Aktiv.

### *Communication Expenses*

Communication expenses were \$26.0 million for the nine months ended September 30, 2014, an increase of \$4.6 million, or 21.5%, compared to communications expenses of \$21.4 million for the nine months ended September 30, 2013. The increase was largely due to inclusion of Aktiv's communication expenses as well as additional postage expenses incurred as a result of an increase in special collection letter campaigns and a larger customer base. The remaining increase was attributable to higher telephone expenses. Expenses related to customer mailings were responsible for 69.6%, or \$3.2 million, of this increase, and the remaining 30.4%, or \$1.4 million, was attributable to increases in telephone related charges.

### *Rent and Occupancy*

Rent and occupancy expenses were \$7.4 million for the nine months ended September 30, 2014, an increase of \$1.9 million, or 34.5%, compared to rent and occupancy expenses of \$5.5 million for the nine months ended September 30, 2013. The increase was primarily due to the rent and occupancy expenses incurred by Aktiv as well as the additional space leased at our Norfolk headquarters during the second half of 2013 and the additional space leased as a result of the opening of our Texas call center in December of 2013.

### *Depreciation and Amortization*

Depreciation and amortization expenses were \$13.1 million for the nine months ended September 30, 2014, an increase of \$2.4 million, or 22.4%, compared to depreciation and amortization expenses of \$10.7 million for the nine months ended September 30, 2013. The increase was primarily due to the depreciation and amortization expenses incurred by Aktiv, as well as capital expenditures resulting from the additional space leased at our Norfolk headquarters during the second half of 2013, additional space leased as a result of the opening of our Texas call center in December of 2013, and the relocation of our PGS Birmingham operations in March of 2014.

### *Other Operating Expenses*

Other operating expenses were \$25.1 million for the nine months ended September 30, 2014, an increase of \$7.4 million, or 41.8%, compared to other operating expenses of \$17.7 million for the nine months ended September 30, 2013. Of the \$7.4 million increase, \$3.7 million was due to an increase in taxes, fees and licenses, mainly attributable to Aktiv. None of the remaining increase was attributable to any significant identifiable items.

### *Impairment of Goodwill*

Impairment of goodwill expense was \$0.0 million for the nine months ended September 30, 2014, compared to \$6.4 for the nine months ended September 30, 2013. During the three months ended September 30, 2013, the Company evaluated the goodwill associated with one of its reporting units, which had experienced a revenue and profitability decline, recent net losses and a loss of a significant client during the quarter. Based on this evaluation, the Company recorded a \$6.4 million impairment of goodwill in the third quarter of 2013. This non-cash charge represented the full amount of goodwill previously recorded for PLS. All other intangible assets related to PLS were fully amortized as of September 30, 2013.

## **Interest Expense**

Interest expense was \$21.7 million and \$9.6 million for the nine months ended September 30, 2014 and 2013, respectively. The increase was primarily due to the additional financing needed to facilitate the closing of the Aktiv acquisition and the additional interest incurred on the Aktiv assumed debt and interest rate swap contracts as well as the completion on August 13, 2013, through a private offering of \$287.5 million in aggregate principal amount of the Company's 3.00% Convertible Senior Notes due 2020. This was partially offset by a reduction in interest expense of \$3.6 million related to the amortization of fair value adjustment on Aktiv's debt.

## **Provision for Income Taxes**

Provision for income taxes was \$78.0 million for the nine months ended September 30, 2014, a decrease of \$0.4 million or 0.5%, compared to provision for income taxes of \$78.4 million for the nine months ended September 30, 2013. The decrease is primarily due to a decrease of 1.0% in income before taxes for the nine months ended September 30, 2014, compared to the nine months ended September 30, 2013. During the nine months ended September 30, 2014, our effective tax rate was 37.6%, compared to 37.4% for the nine months ended September 30, 2013. The increase was due primarily to non-deductible transaction costs incurred in the acquisition of Aktiv. This was partially offset by having proportionately more income in the recent quarterly period in foreign jurisdictions with lower tax rates than the U.S., due to the Aktiv acquisition.



## Supplemental Performance Data

### *Domestic Finance Receivables Portfolio Performance:*

The following tables show certain data related to our domestic finance receivables portfolio. These tables describe the purchase price, actual cash collections and future estimates of cash collections, income recognized on finance receivables (gross and net of allowance charges/(reversals)), principal amortization, allowance charges/(reversals), net finance receivable balances, and the ratio of total estimated collections to purchase price (which we refer to as purchase price multiple).

Further, these tables disclose our entire domestic portfolio, as well as its subsets: our domestic Insolvency portfolio and our domestic Core portfolio. The accounts represented in the Insolvency tables are those portfolios of accounts that were bankrupt at the time of purchase. This contrasts with accounts that file for bankruptcy after we purchase them, which continue to be tracked in their corresponding Core portfolio. Core customers sometimes file for bankruptcy protection subsequent to our purchase of the related Core portfolio. When this occurs, we adjust our collection practices accordingly to comply with insolvency procedures; however, for accounting purposes, these accounts remain in the related Core portfolio. Conversely, insolvency accounts may be dismissed voluntarily or involuntarily subsequent to our purchase of the related insolvency portfolio. Dismissal occurs when the terms of the bankruptcy are not met by the petitioner. When this occurs, we are typically free to pursue collection outside of bankruptcy procedures; however, for accounting purposes, these accounts remain in the related insolvency pool.

Our European and Canadian portfolios are not included in these tables. When we report our full year results on our annual report on Form 10-K, we intend to provide additional supplemental performance data on our international portfolios.

Purchase price multiples can vary over time due to a variety of factors including pricing competition, supply levels, age of the receivables purchased, and changes in our operational efficiency. For example, increased pricing competition during the 2005 to 2008 period negatively impacted purchase price multiples of our Core portfolio compared to prior years. Conversely, during the 2009 to 2011 period, pricing disruptions occurred as a result of the economic downturn. This created unique and advantageous purchasing opportunities, particularly within the insolvency receivables market, relative to the prior four years.

When competition increases and/or supply decreases, pricing often becomes negatively impacted relative to expected collections, and yields tend to trend lower. The opposite tends to occur when competition decreases and/or supply increases.

Purchase price multiples can also vary among types of finance receivables. For example, we incur lower collection costs on our insolvency portfolio compared with our Core portfolio. This allows us, in general, to pay more for an insolvency portfolio, experience lower purchase price multiples, while generating similar internal rates of return when compared with a Core portfolio.

Within a given portfolio type, to the extent that lower purchase price multiples are the result of more competitive pricing and lower yields, this will generally lead to higher amortization rates (payments applied to principal as a percentage of cash collections) and lower profitability. As portfolio pricing becomes more favorable on a relative basis, our profitability will tend to increase. Profitability within given Core portfolio types may also be impacted by the age and quality of the receivables, which impact the cost to collect those accounts.

The numbers presented in the following tables represent gross cash collections and do not reflect any costs to collect; therefore, they may not represent relative profitability. We continue to make enhancements to our analytical abilities, with the intent to collect more cash at a lower cost. To the extent we can improve our collection operations by collecting additional cash from a discrete quantity and quality of accounts, and/or by collecting cash at a lower cost structure, we can positively impact profitability.

Revenue recognition under ASC 310-30 is driven by estimates of total collections as well as the timing of those collections. We record new portfolio purchases using a higher confidence level for both estimated collection amounts and timing. Subsequent to the initial booking, as we gain collection experience and confidence with a pool of accounts, we continuously update ERC. These processes, along with the aforementioned operational enhancements, have tended to cause the ratio of ERC to purchase price for any given year of buying to gradually increase over time. As a result, our estimate of total collections to purchase price has generally, but not always, increased as pools have aged. Thus, all factors being equal in terms of pricing, one would typically tend to see a higher collection to purchase price ratio from a pool of accounts that was six years from purchase than say a pool that was just two years from purchase.

Due to all the factors described above, readers should be cautious when making comparisons of purchase price multiples among periods and between types of receivables.

## Domestic Portfolio Data – Life-to-Date

### Entire Domestic Portfolio

(amounts in thousands)		Inception through September 30, 2014						As of September 30, 2014				
		Actual Cash Collections Including Cash Sales	Income Recognized on Finance Receivables <sup>(1)</sup>	Principal Amortization	Allowance Charges	Income Recognized on Finance Receivables, Net <sup>(1)</sup>	Net Finance Receivables Balance	Estimated Remaining Collections	Total Estimated Collections	Total Estimated Collections to Purchase Price		
Purchase Period	Purchase Price											
1996 \$	3,080	\$ 10,216	\$ 7,136	\$ 3,080	\$ —	\$ 7,136	\$ —	\$ 8	\$ 10,224	332%		
1997	7,685	25,545	17,860	7,685	—	17,860	—	42	25,587	333%		
1998	11,089	37,449	26,360	11,089	—	26,360	—	107	37,556	339%		
1999	18,898	69,548	50,650	18,898	—	50,650	—	213	69,761	369%		
2000	25,020	117,310	92,290	25,020	—	92,290	—	1,081	118,391	473%		
2001	33,481	177,173	143,692	33,481	—	143,692	—	1,818	178,991	535%		
2002	42,325	200,602	158,277	42,325	—	158,277	—	3,539	204,141	482%		
2003	61,447	268,441	206,994	61,447	—	206,994	—	5,093	273,534	445%		
2004	59,176	200,901	142,925	57,976	1,200	141,725	—	4,901	205,802	348%		
2005	143,166	316,453	187,508	128,945	8,230	179,278	5,993	16,763	333,216	233%		
2006	107,666	213,147	129,875	83,272	17,855	112,020	6,539	14,203	227,350	211%		
2007	258,363	494,865	272,242	222,623	17,500	254,742	18,235	51,353	546,218	211%		
2008	275,110	492,107	270,368	221,739	32,645	237,723	20,690	45,976	538,083	196%		
2009	281,322	822,517	553,850	268,667	—	553,850	12,652	104,121	926,638	329%		
2010	357,753	866,812	557,022	309,790	2,090	554,932	45,823	211,841	1,078,653	302%		
2011	392,759	705,102	422,357	282,745	2,250	420,107	107,758	335,638	1,040,740	265%		
2012	508,261	540,178	273,765	266,413	—	273,765	241,840	501,095	1,041,273	205%		
2013	620,906	407,264	196,714	210,550	—	196,714	410,745	814,913	1,222,177	197%		
YTD 2014	382,835	67,335	31,313	36,022	—	31,313	346,946	602,514	669,849	175%		
Total	\$ 3,590,342	\$ 6,032,965	\$ 3,741,198	\$ 2,291,767	\$ 81,770	\$ 3,659,428	\$ 1,217,221	\$ 2,715,219	\$ 8,748,184	244%		

(1) For purposes of the this table, income recognized on finance receivables also includes approximately \$1.7 million in gains on sales of finance receivables acquired between 1996 and 2001 and sold between 1999 and 2002.

### Domestic Insolvency Portfolio

(amounts in thousands)		Inception through September 30, 2014							As of September 30, 2014				
		Actual Cash Collections Including Cash Sales	Income Recognized on Finance Receivables	Principal Amortization	Allowance Charges	Income Recognized on Finance Receivables, Net	Net Finance Receivables Balance	Estimated Remaining Collections	Total Estimated Collections	Total Estimated Collections to Purchase Price			
Purchase Period	Purchase Price												
1996- 2003	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—%		
2004	7,468	14,554	8,286	6,268	1,200	7,086	—	51	14,605	196%			
2005	29,301	43,725	14,807	28,918	355	14,452	29	74	43,799	149%			
2006	17,627	31,773	14,924	16,849	740	14,184	38	178	31,951	181%			
2007	78,525	104,682	35,769	68,913	9,385	26,384	227	1,498	106,180	135%			
2008	108,583	165,726	71,543	94,183	13,050	58,493	1,349	3,535	169,261	156%			
2009	156,025	453,149	297,124	156,025	—	297,124	—	28,280	481,429	309%			
2010	209,155	469,920	281,843	188,077	—	281,843	21,007	80,536	550,456	263%			
2011	181,779	229,952	102,360	127,592	—	102,360	54,187	103,360	333,312	183%			
2012	252,247	193,487	62,040	131,447	—	62,040	120,800	153,696	347,183	138%			
2013	228,851	114,062	35,022	79,040	—	35,022	149,295	193,910	307,972	135%			
YTD 2014	120,476	23,610	5,445	18,165	—	5,445	102,312	130,132	153,742	128%			
Total	\$ 1,390,037	\$ 1,844,640	\$ 929,163	\$ 915,477	\$ 24,730	\$ 904,433	\$ 449,244	\$ 695,250	\$ 2,539,890	183%			

## Domestic Core Portfolio

Inception through September 30, 2014							As of September 30, 2014			
(amounts in thousands)										
Purchase Period	Purchase Price	Actual Cash Collections Including Cash Sales	Income Recognized on Finance Receivables <sup>(1)</sup>	Principal Amortization	Allowance Charges	Income Recognized on Finance Receivables, Net <sup>(1)</sup>	Net Finance Receivables Balance	Estimated Remaining Collections	Total Estimated Collections	Total Estimated Collections to Purchase Price
1996	\$ 3,080	\$ 10,216	\$ 7,136	\$ 3,080	\$ —	\$ 7,136	\$ —	\$ 8	\$ 10,224	332%
1997	7,685	25,545	17,860	7,685	—	17,860	—	42	25,587	333%
1998	11,089	37,449	26,360	11,089	—	26,360	—	107	37,556	339%
1999	18,898	69,548	50,650	18,898	—	50,650	—	213	69,761	369%
2000	25,020	117,310	92,290	25,020	—	92,290	—	1,081	118,391	473%
2001	33,481	177,173	143,692	33,481	—	143,692	—	1,818	178,991	535%
2002	42,325	200,602	158,277	42,325	—	158,277	—	3,539	204,141	482%
2003	61,447	268,441	206,994	61,447	—	206,994	—	5,093	273,534	445%
2004	51,708	186,347	134,639	51,708	—	134,639	—	4,850	191,197	370%
2005	113,865	272,728	172,701	100,027	7,875	164,826	5,964	16,689	289,417	254%
2006	90,039	181,374	114,951	66,423	17,115	97,836	6,501	14,025	195,399	217%
2007	179,838	390,183	236,473	153,710	8,115	228,358	18,008	49,855	440,038	245%
2008	166,527	326,381	198,825	127,556	19,595	179,230	19,341	42,441	368,822	221%
2009	125,297	369,368	256,726	112,642	—	256,726	12,652	75,841	445,209	355%
2010	148,598	396,892	275,179	121,713	2,090	273,089	24,816	131,305	528,197	355%
2011	210,980	475,150	319,997	155,153	2,250	317,747	53,571	232,278	707,428	335%
2012	256,014	346,691	211,725	134,966	—	211,725	121,040	347,399	694,090	271%
2013	392,055	293,202	161,692	131,510	—	161,692	261,450	621,003	914,205	233%
YTD 2014	262,359	43,725	25,868	17,857	—	25,868	244,634	472,382	516,107	197%
Total	\$ 2,200,305	\$ 4,188,325	\$ 2,812,035	\$ 1,376,290	\$ 57,040	\$ 2,754,995	\$ 767,977	\$ 2,019,969	\$ 6,208,294	282%

(1) For purposes of the this table, income recognized on finance receivables also includes approximately \$1.7 million in gains on sales of finance receivables acquired between 1996 and 2001 and sold between 1999 and 2002.

## Domestic Portfolio Data – Year to Date

### Entire Domestic Portfolio

Year to Date September 30, 2014							As of September 30, 2014			
(amounts in thousands)										
Purchase Period	Purchase Price	Actual Cash Collections Including Cash Sales	Income Recognized on Finance Receivables	Principal Amortization	Allowance Charges	Income Recognized on Finance Receivables, Net	Net Finance Receivables Balance	Estimated Remaining Collections	Total Estimated Collections	Total Estimated Collections to Purchase Price
1996	\$ 3,080	\$ 8	\$ 8	\$ —	\$ —	\$ 8	\$ —	\$ 8	\$ 10,224	332%
1997	7,685	38	38	—	—	38	—	42	25,587	333%
1998	11,089	98	98	—	—	98	—	107	37,556	339%
1999	18,898	192	192	—	—	192	—	213	69,761	369%
2000	25,020	644	644	—	—	644	—	1,081	118,391	473%
2001	33,481	1,266	1,266	—	—	1,266	—	1,818	178,991	535%
2002	42,325	2,125	2,125	—	—	2,125	—	3,539	204,141	482%
2003	61,447	3,236	3,236	—	—	3,236	—	5,093	273,534	445%
2004	59,176	2,625	2,625	—	—	2,625	—	4,901	205,802	348%
2005	143,166	5,351	2,933	2,418	(2,525)	5,458	5,993	16,763	333,216	233%
2006	107,666	4,696	2,398	2,298	(2,860)	5,258	6,539	14,203	227,350	211%
2007	258,363	16,053	9,696	6,357	(3,180)	12,876	18,235	51,353	546,218	211%
2008	275,110	18,412	9,358	9,054	(3,000)	12,358	20,690	45,976	538,083	196%
2009	281,322	76,534	59,057	17,477	—	59,057	12,652	104,121	926,638	329%
2010	357,753	123,573	91,462	32,111	1,765	89,697	45,823	211,841	1,078,653	302%
2011	392,759	151,412	101,349	50,063	2,250	99,099	107,758	335,638	1,040,740	265%
2012	508,261	188,690	97,675	91,015	—	97,675	241,840	501,095	1,041,273	205%
2013	620,906	253,122	114,420	138,702	—	114,420	410,745	814,913	1,222,177	197%
YTD 2014	382,835	67,335	31,313	36,022	—	31,313	346,946	602,514	669,849	175%
Total	\$ 3,590,342	\$ 915,410	\$ 529,893	\$ 385,517	\$ (7,550)	\$ 537,443	\$ 1,217,221	\$ 2,715,219	\$ 8,748,184	244%

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## Domestic Insolvency Portfolio

(amounts in thousands)		Year to Date September 30, 2014						As of September 30, 2014			
		Actual Cash Collections Including Cash Sales	Income Recognized on Finance Receivables	Principal Amortization	Allowance Charges	Income Recognized on Finance Receivables, Net	Net Finance Receivables Balance	Estimated Remaining Collections	Total Estimated Collections	Total Estimated Collections to Purchase Price	
Purchase Period	Purchase Price										
1996-2003											
2004	7,468	62	62	—	—	62	—	51	14,605	196%	
2005	29,301	84	41	43	(55)	96	29	74	43,799	149%	
2006	17,627	208	134	74	(60)	194	38	178	31,951	181%	
2007	78,525	551	212	339	(430)	642	227	1,498	106,180	135%	
2008	108,583	1,538	360	1,178	(200)	560	1,349	3,535	169,261	156%	
2009	156,025	48,341	36,445	11,896	—	36,445	—	28,280	481,429	309%	
2010	209,155	79,198	54,256	24,942	—	54,256	21,007	80,536	550,456	263%	
2011	181,779	65,603	30,462	35,141	—	30,462	54,187	103,360	333,312	183%	
2012	252,247	72,489	19,186	53,303	—	19,186	120,800	153,696	347,183	138%	
2013	228,851	61,534	18,259	43,275	—	18,259	149,295	193,910	307,972	135%	
YTD 2014	120,476	23,610	5,445	18,165		5,445	102,312	130,132	153,742	128%	
Total	\$ 1,390,037	\$ 353,218	\$ 164,862	\$ 188,356	\$ (745)	\$ 165,607	\$ 449,244	\$ 695,250	\$ 2,539,890	183%	

## Domestic Core Portfolio

(amounts in thousands)		Year to Date September 30, 2014							As of September 30, 2014				
		Actual Cash Collections Including Cash Sales	Income Recognized on Finance Receivables	Principal Amortization	Allowance Charges	Income Recognized on Finance Receivables, Net	Net Finance Receivables Balance	Estimated Remaining Collections	Total Estimated Collections	Total Estimated Collections to Purchase Price			
Purchase Period	Purchase Price												
1996	\$ 3,080	\$ 8	\$ 8	\$ —	\$ —	\$ 8	\$ —	\$ 8	\$ —	\$ 8	\$ 10,224	332%	
1997	7,685	38	38	—	—	38	—	38	—	42	25,587	333%	
1998	11,089	98	98	—	—	98	—	98	—	107	37,556	339%	
1999	18,898	192	192	—	—	192	—	192	—	213	69,761	369%	
2000	25,020	644	644	—	—	644	—	644	—	1,081	118,391	473%	
2001	33,481	1,266	1,266	—	—	1,266	—	1,266	—	1,818	178,991	535%	
2002	42,325	2,125	2,125	—	—	2,125	—	2,125	—	3,539	204,141	482%	
2003	61,447	3,236	3,236	—	—	3,236	—	3,236	—	5,093	273,534	445%	
2004	51,708	2,563	2,563	—	—	2,563	—	2,563	—	4,850	191,197	370%	
2005	113,865	5,267	2,892	2,375	(2,470)	5,362	5,964	5,362	5,964	16,689	289,417	254%	
2006	90,039	4,488	2,264	2,224	(2,800)	5,064	6,501	5,064	6,501	14,025	195,399	217%	
2007	179,838	15,502	9,484	6,018	(2,750)	12,234	18,008	12,234	18,008	49,855	440,038	245%	
2008	166,527	16,874	8,998	7,876	(2,800)	11,798	19,341	11,798	19,341	42,441	368,822	221%	
2009	125,297	28,193	22,612	5,581	—	22,612	12,652	22,612	12,652	75,841	445,209	355%	
2010	148,598	44,375	37,206	7,169	1,765	35,441	24,816	35,441	24,816	131,305	528,197	355%	
2011	210,980	85,809	70,887	14,922	2,250	68,637	53,571	68,637	53,571	232,278	707,428	335%	
2012	256,014	116,201	78,489	37,712	—	78,489	121,040	78,489	121,040	347,399	694,090	271%	
2013	392,055	191,588	96,161	95,427	—	96,161	261,450	96,161	261,450	621,003	914,205	233%	
YTD 2014	262,359	43,725	25,868	17,857	—	25,868	244,634	25,868	244,634	472,382	516,107	197%	
Total	\$ 2,200,305	\$ 562,192	\$ 365,031	\$ 197,161	\$ (6,805)	\$ 371,836	\$ 767,977	\$ 371,836	\$ 767,977	\$ 2,019,969	\$ 6,208,294	282%	

# Domestic Portfolio Data – Current Quarter

## Entire Domestic Portfolio

(amounts in thousands)		Quarter Ended September 30, 2014						As of September 30, 2014					
		Actual Cash Collections Including Cash Sales	Income Recognized on Finance Receivables	Principal Amortization	Allowance Charges	Income Recognized on Finance Receivables, Net	Net Finance Receivables Balance	Estimated Remaining Collections	Total Estimated Collections	Total Estimated Collections to Purchase Price			
Purchase Period	Purchase Price												
1996	\$ 3,080	\$ 2	\$ 2	\$ —	\$ —	\$ 2	\$ —	\$ 8	\$ 10,224	332%			
1997	7,685	10	10	—	—	10	—	42	25,587	333%			
1998	11,089	23	23	—	—	23	—	107	37,556	339%			
1999	18,898	52	52	—	—	52	—	213	69,761	369%			
2000	25,020	179	179	—	—	179	—	1,081	118,391	473%			
2001	33,481	384	384	—	—	384	—	1,818	178,991	535%			
2002	42,325	631	631	—	—	631	—	3,539	204,141	482%			
2003	61,447	990	990	—	—	990	—	5,093	273,534	445%			
2004	59,176	779	779	—	—	779	—	4,901	205,802	348%			
2005	143,166	1,634	986	648	(815)	1,801	5,993	16,763	333,216	233%			
2006	107,666	1,377	794	583	(1,110)	1,904	6,539	14,203	227,350	211%			
2007	258,363	4,902	3,231	1,671	(1,715)	4,946	18,235	51,353	546,218	211%			
2008	275,110	5,219	2,821	2,398	(900)	3,721	20,690	45,976	538,083	196%			
2009	281,322	19,246	15,953	3,293	—	15,953	12,652	104,121	926,638	329%			
2010	357,753	37,411	27,215	10,196	400	26,815	45,823	211,841	1,078,653	302%			
2011	392,759	46,695	32,042	14,653	1,800	30,242	107,758	335,638	1,040,740	265%			
2012	508,261	56,625	30,566	26,059	—	30,566	241,840	501,095	1,041,273	205%			
2013	620,906	83,095	41,605	41,490	—	41,605	410,745	814,913	1,222,177	197%			
YTD 2014	382,835	34,783	17,595	17,188	—	17,595	346,946	602,514	669,849	175%			
Total	\$ 3,590,342	\$ 294,037	\$ 175,858	\$ 118,179	\$ (2,340)	\$ 178,198	\$ 1,217,221	\$ 2,715,219	\$ 8,748,184	244%			

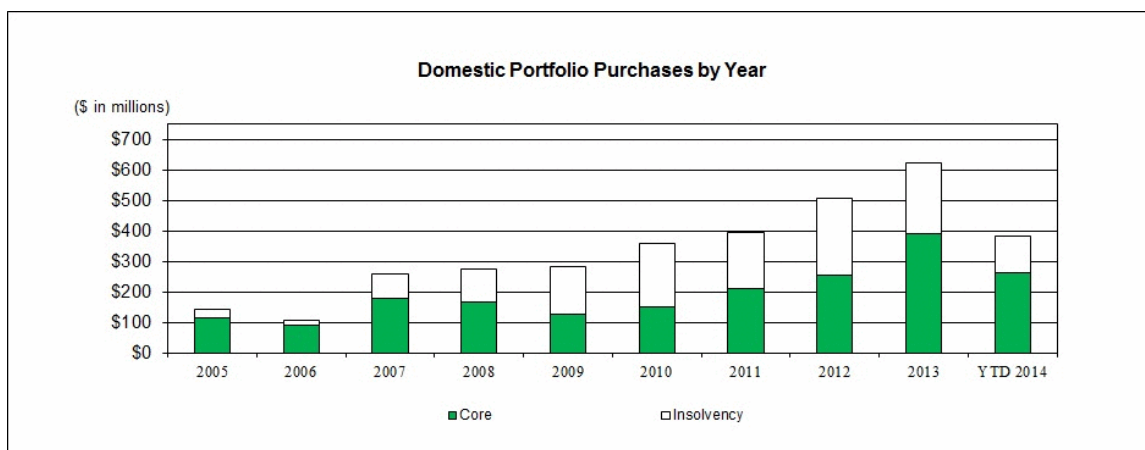
## Domestic Insolvency Portfolio

(amounts in thousands)		Quarter Ended September 30, 2014							As of September 30, 2014				
		Actual Cash Collections Including Cash Sales	Income Recognized on Finance Receivables	Principal Amortization	Allowance Charges	Income Recognized on Finance Receivables, Net	Net Finance Receivables Balance	Estimated Remaining Collections	Total Estimated Collections	Total Estimated Collections to Purchase Price			
Purchase Period	Purchase Price												
1996-2003	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	—%	
2004	7,468	16	16	—	—	16	—	51	14,605	196%			
2005	29,301	26	14	12	(15)	29	29	74	43,799	149%			
2006	17,627	57	33	24	(10)	43	38	178	31,951	181%			
2007	78,525	159	67	92	—	67	227	1,498	106,180	135%			
2008	108,583	375	100	275	(100)	200	1,349	3,535	169,261	156%			
2009	156,025	10,810	9,041	1,769	—	9,041	—	28,280	481,429	309%			
2010	209,155	24,445	16,084	8,361	—	16,084	21,007	80,536	550,456	263%			
2011	181,779	21,251	10,730	10,521	—	10,730	54,187	103,360	333,312	183%			
2012	252,247	22,598	5,716	16,882	—	5,716	120,800	153,696	347,183	138%			
2013	228,851	20,958	6,404	14,554	—	6,404	149,295	193,910	307,972	135%			
YTD 2014	120,476	9,198	2,683	6,515	—	2,683	102,312	130,132	153,742	128%			
Total	\$ 1,390,037	\$ 109,893	\$ 50,888	\$ 59,005	\$ (125)	\$ 51,013	\$ 449,244	\$ 695,250	\$ 2,539,890	183%			

## Domestic Core Portfolio

(amounts in thousands)		Quarter Ended September 30, 2014							As of September 30, 2014				
		Actual Cash Collections Including Cash Sales	Income Recognized on Finance Receivables	Principal Amortization	Allowance Charges	Income Recognized on Finance Receivables, Net	Net Finance Receivables Balance	Estimated Remaining Collections	Total Estimated Collections	Total Estimated Collections to Purchase Price			
Purchase Period	Purchase Price												
1996	\$ 3,080	\$ 2	\$ 2	\$ —	\$ —	\$ 2	\$ —	\$ 8	\$ 10,224	332%			
1997	7,685	10	10	—	—	10	—	42	25,587	333%			
1998	11,089	23	23	—	—	23	—	107	37,556	339%			
1999	18,898	52	52	—	—	52	—	213	69,761	369%			
2000	25,020	179	179	—	—	179	—	1,081	118,391	473%			
2001	33,481	384	384	—	—	384	—	1,818	178,991	535%			
2002	42,325	631	631	—	—	631	—	3,539	204,141	482%			
2003	61,447	990	990	—	—	990	—	5,093	273,534	445%			
2004	51,708	763	763	—	—	763	—	4,850	191,197	370%			
2005	113,865	1,608	972	636	(800)	1,772	5,964	16,689	289,417	254%			
2006	90,039	1,320	761	559	(1,100)	1,861	6,501	14,025	195,399	217%			
2007	179,838	4,743	3,164	1,579	(1,715)	4,879	18,008	49,855	440,038	245%			
2008	166,527	4,844	2,721	2,123	(800)	3,521	19,341	42,441	368,822	221%			
2009	125,297	8,436	6,912	1,524	—	6,912	12,652	75,841	445,209	355%			
2010	148,598	12,966	11,131	1,835	400	10,731	24,816	131,305	528,197	355%			
2011	210,980	25,444	21,312	4,132	1,800	19,512	53,571	232,278	707,428	335%			
2012	256,014	34,027	24,850	9,177	—	24,850	121,040	347,399	694,090	271%			
2013	392,055	62,137	35,201	26,936	—	35,201	261,450	621,003	914,205	233%			
YTD 2014	262,359	25,585	14,912	10,673	—	14,912	244,634	472,382	516,107	197%			
Total	\$ 2,200,305	\$ 184,144	\$ 124,970	\$ 59,174	\$ (2,215)	\$ 127,185	\$ 767,977	\$ 2,019,969	\$ 6,208,294	282%			

The following graph shows the purchase price of our domestic portfolios by year for the last ten years. The purchase price number represents the cash paid to the seller, plus certain capitalized costs, less buybacks.



As shown in the above chart, the composition of our domestic purchased portfolios shifted in favor of insolvency accounts in 2009 and 2010, before shifting to equilibrium with Core in 2011 and 2012. In 2013 and the first three quarters of 2014, Core purchases exceeded those of insolvency accounts. We began buying insolvency accounts during 2004 and slowly increased the volume of accounts we acquired through 2006 as we tested our models, refined our processes and validated our operating assumptions. After observing a high level of modeling confidence in our early purchases, we began increasing our level of purchases more dramatically commencing in 2007.

Our ability to profitably purchase and liquidate pools of insolvency accounts provides diversity to our distressed asset acquisition business. Although we generally buy insolvency portfolios from many of the same consumer lenders from whom we acquire Core customer portfolios, the volumes and pricing characteristics as well as the competitors are different. Based upon market dynamics, the profitability of portfolios purchased in the insolvency and Core markets may differ over time. We have found

periods when insolvency accounts were more profitable and other times when Core accounts were more profitable. From 2004 through 2008, our insolvency buying fluctuated between 13% and 39% of our total portfolio purchasing. In 2009, for the first time in our history, insolvency purchasing exceeded that of our Core buying, at 55% of total portfolio purchasing and during 2010 this percentage increased to 59%. This occurred as severe dislocations in the financial markets, coupled with legislative uncertainty, caused pricing in the insolvency market to decline substantially, thereby driving our strategy to make advantageous insolvency portfolio acquisitions during this period. For 2011 and 2012, our insolvency buying leveled off and represented 48% and 50% of our total domestic portfolio purchasing and in 2013 and the first nine months of 2014, it declined to 30% and 32%, respectively, of our total domestic portfolio purchasing.

In order to collect our Core portfolios, we generally need to employ relatively higher amounts of labor and incur additional collection costs to generate each dollar of cash collections as compared with insolvency portfolios. In order to achieve acceptable levels of net return on investment (after direct expenses), we are generally targeting a total cash collections to purchase price multiple in the 1.75-3.0x range. On the other hand, insolvency accounts generate the majority of cash collections through the efforts of the U.S. bankruptcy courts and trustees. In this process, cash is remitted to our Company with no corresponding cost other than the cost of filing claims at the time of purchase, court fees associated with the filing of ownership claim transfers and general administrative costs for monitoring the progress of each account through the bankruptcy process. As a result, overall collection costs are much lower for us when liquidating a pool of insolvency accounts as compared to a pool of Core accounts, but conversely the price we pay for insolvency accounts is generally higher than Core accounts. We generally target similar returns on investment (measured after direct expenses) for insolvency and Core portfolios at any given point in the market cycles. However, because of the lower related collection costs, we can pay more for insolvency portfolios, which causes the estimated total cash collections to purchase price multiples of insolvency pools generally to be in the 1.2-2.0x range. In summary, compared to a similar investment in a pool of Core accounts, to the extent both pools had identical targeted returns on investment (measured after direct expenses), the insolvency pool would be expected to generate less revenue, less direct expenses, similar operating income, and a higher operating margin.

In addition, collections on younger, newly filed insolvency accounts tend to be of a lower magnitude in the earlier months when compared to Core charge-off accounts. This lower level of early period collections is due to the fact that we primarily purchase portfolios of accounts that represent unsecured claims in bankruptcy, and these unsecured claims are scheduled to begin paying out after payment of the secured and priority claims. As a result of the administrative processes regarding payout priorities within the court-administered bankruptcy plans, unsecured creditors do not generally begin receiving meaningful collections on unsecured claims until 12 to 18 months after the bankruptcy filing date. Therefore, to the extent that we purchase portfolios with more recent bankruptcy filing dates, as we did to a significant extent commencing in 2009, we would expect to experience a delay in cash collections compared with Core portfolios.

We utilize a long-term approach to collecting our owned portfolios of receivables. This approach has historically caused us to realize significant cash collections and revenues from purchased portfolios of finance receivables years after they are originally acquired. As a result, we have in the past been able to temporarily reduce our level of current period acquisitions without a corresponding negative current period impact on cash collections and revenue.



The following tables, which exclude any proceeds from cash sales of finance receivables, demonstrate our ability to realize significant multi-year cash collection streams on our domestic portfolios.

### Cash Collections By Year, By Year of Purchase – Entire Domestic Portfolio

(amounts in thousands)

Purchase Period	Purchase Price	Cash Collection Period										YTD 2014	Total
		1996-2005	2006	2007	2008	2009	2010	2011	2012	2013			
1996	\$ 3,080	\$ 9,414	\$ 237	\$ 102	\$ 83	\$ 78	\$ 68	\$ 100	\$ 39	\$ 24	\$ 8	\$ 10,153	
1997	7,685	22,803	597	437	346	215	216	187	112	84	38	25,035	
1998	11,089	32,889	1,415	882	616	397	382	332	241	173	98	37,425	
1999	18,898	57,198	3,032	2,243	1,533	1,328	1,139	997	709	483	192	68,854	
2000	25,020	87,520	8,067	5,202	3,604	3,198	2,782	2,554	1,927	1,349	644	116,847	
2001	33,481	119,238	16,048	10,011	6,164	5,299	4,422	3,791	3,104	2,339	1,266	171,682	
2002	42,325	119,570	24,729	16,527	9,772	7,444	6,375	5,844	4,768	3,433	2,125	200,587	
2003	61,447	126,654	43,728	30,695	18,818	13,135	10,422	8,945	7,477	5,331	3,236	268,441	
2004	59,176	64,494	40,424	30,750	19,339	13,677	9,944	8,522	6,604	4,522	2,625	200,901	
2005	143,166	18,968	75,145	69,862	49,576	33,366	23,733	17,234	13,302	9,916	5,351	316,453	
2006	107,666	—	22,971	53,192	40,560	29,749	22,494	18,190	12,560	8,735	4,696	213,147	
2007	258,363	—	—	42,263	115,011	94,805	83,059	67,088	47,136	29,450	16,053	494,865	
2008	275,110	—	—	—	61,277	107,974	100,337	89,344	71,806	42,957	18,412	492,107	
2009	281,322	—	—	—	—	57,338	177,407	187,119	177,273	146,846	76,534	822,517	
2010	357,753	—	—	—	—	—	86,562	218,053	234,893	203,731	123,573	866,812	
2011	392,759	—	—	—	—	—	—	77,190	240,840	235,660	151,412	705,102	
2012	508,261	—	—	—	—	—	—	—	74,289	277,199	188,690	540,178	
2013	620,906	—	—	—	—	—	—	—	—	154,142	253,122	407,264	
YTD 2014	382,835	—	—	—	—	—	—	—	—	—	67,335	67,335	
Total	\$ 3,590,342	\$ 658,748	\$ 236,393	\$ 262,166	\$ 326,699	\$ 368,003	\$ 529,342	\$ 705,490	\$ 897,080	\$ 1,126,374	\$ 915,410	\$ 6,025,705	

### Cash Collections By Year, By Year of Purchase – Domestic Insolvency Portfolio

(amounts in thousands)

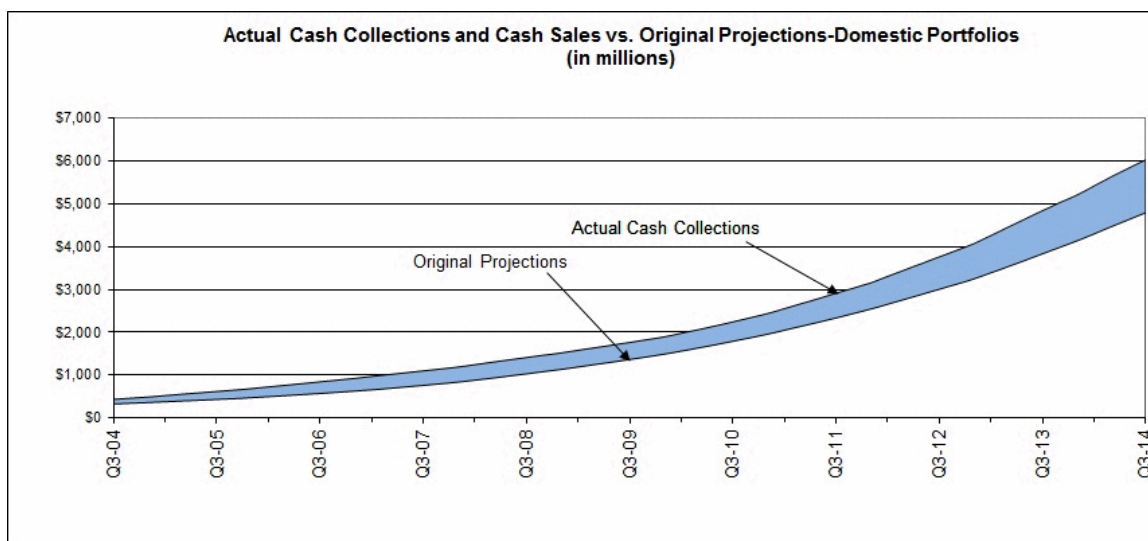
Purchase Period	Purchase Price	Cash Collection Period										YTD 2014	Total
		1996-2005	2006	2007	2008	2009	2010	2011	2012	2013			
2004	\$ 7,468	5,297	3,956	2,777	1,455	496	164	149	108	90	62	\$ 14,554	
2005	29,301	3,777	15,500	11,934	6,845	3,318	1,382	466	250	169	84	43,725	
2006	17,627	—	5,608	9,455	6,522	4,398	2,972	1,526	665	419	208	31,773	
2007	78,525	—	—	2,850	27,972	25,630	22,829	16,093	7,551	1,206	551	104,682	
2008	108,583	—	—	—	14,024	35,894	37,974	35,690	28,956	11,650	1,538	165,726	
2009	156,025	—	—	—	—	16,635	81,780	102,780	107,888	95,725	48,341	453,149	
2010	209,155	—	—	—	—	—	39,486	104,499	125,020	121,717	79,198	469,920	
2011	181,779	—	—	—	—	—	—	15,218	66,379	82,752	65,603	229,952	
2012	252,247	—	—	—	—	—	—	—	17,388	103,610	72,489	193,487	
2013	228,851	—	—	—	—	—	—	—	—	52,528	61,534	114,062	
YTD 2014	120,476	—	—	—	—	—	—	—	—	—	23,610	23,610	
Total	\$ 1,390,037	\$ 9,074	\$ 25,064	\$ 27,016	\$ 56,818	\$ 86,371	\$ 186,587	\$ 276,421	\$ 354,205	\$ 469,866	\$ 353,218	\$ 1,844,640	

### Cash Collections By Year, By Year of Purchase – Domestic Core Portfolio

(amounts in thousands)

Purchase Period	Purchase Price	Cash Collection Period											YTD 2014	Total
		1996-2005	2006	2007	2008	2009	2010	2011	2012	2013				
1996	\$ 3,080	\$ 9,414	\$ 237	\$ 102	\$ 83	\$ 78	\$ 68	\$ 100	\$ 39	\$ 24	\$ 8	\$ 10,153		
1997	7,685	22,803	597	437	346	215	216	187	112	84	38	25,035		
1998	11,089	32,889	1,415	882	616	397	382	332	241	173	98	37,425		
1999	18,898	57,198	3,032	2,243	1,533	1,328	1,139	997	709	483	192	68,854		
2000	25,020	87,520	8,067	5,202	3,604	3,198	2,782	2,554	1,927	1,349	644	116,847		
2001	33,481	119,238	16,048	10,011	6,164	5,299	4,422	3,791	3,104	2,339	1,266	171,682		
2002	42,325	119,570	24,729	16,527	9,772	7,444	6,375	5,844	4,768	3,433	2,125	200,587		
2003	61,447	126,654	43,728	30,695	18,818	13,135	10,422	8,945	7,477	5,331	3,236	268,441		
2004	51,708	59,197	36,468	27,973	17,884	13,181	9,780	8,373	6,496	4,432	2,563	186,347		
2005	113,865	15,191	59,645	57,928	42,731	30,048	22,351	16,768	13,052	9,747	5,267	272,728		
2006	90,039	—	17,363	43,737	34,038	25,351	19,522	16,664	11,895	8,316	4,488	181,374		
2007	179,838	—	—	39,413	87,039	69,175	60,230	50,995	39,585	28,244	15,502	390,183		
2008	166,527	—	—	—	47,253	72,080	62,363	53,654	42,850	31,307	16,874	326,381		
2009	125,297	—	—	—	—	40,703	95,627	84,339	69,385	51,121	28,193	369,368		
2010	148,598	—	—	—	—	—	47,076	113,554	109,873	82,014	44,375	396,892		
2011	210,980	—	—	—	—	—	—	61,972	174,461	152,908	85,809	475,150		
2012	256,014	—	—	—	—	—	—	—	56,901	173,589	116,201	346,691		
2013	392,055	—	—	—	—	—	—	—	—	101,614	191,588	293,202		
YTD 2014	262,359	—	—	—	—	—	—	—	—	—	43,725	43,725		
Total	\$ 2,200,305	\$ 649,674	\$ 211,329	\$ 235,150	\$ 269,881	\$ 281,632	\$ 342,755	\$ 429,069	\$ 542,875	\$ 656,508	\$ 562,192	\$ 4,181,065		

When we acquire a new pool of domestic finance receivables, our estimates typically result in an 80-96 month projection of cash collections, depending on the type of finance receivables acquired. The following chart shows our historical cash collections (including cash sales of finance receivables) in relation to the aggregate of the total estimated collection projections made at the time of each respective pool purchase, adjusted for buybacks, for the last ten years for our domestic portfolios.



Primarily as a result of the downturn in the economy, the decline in the availability of consumer credit, our efforts to help customers establish reasonable payment plans, and improvements in our collections capabilities which have allowed us to profitably collect on accounts with lower balances or lower quality, the average payment size decreased in prior years. However, due to improved scoring and segmentation, together with enhanced productivity, we have been able to realize increased amounts of cash collections by generating enough incremental payments to overcome the decrease in payment size. The decreasing average payment size trend moderated during 2012, and the average payment size was stable during 2013 and the first nine months of 2014.

#### *Portfolios by Type and Geography (Domestic Portfolio)*

The following table categorizes our life to date domestic portfolio purchases as of September 30, 2014, into the major asset types represented (amounts in thousands):

Account Type	No. of Accounts	%	Face Value <sup>(1)</sup>	%	Original Purchase Price <sup>(2)</sup>	%
Major Credit Cards	19,901	55%	\$ 55,378,976	68%	\$ 2,389,836	66%
Consumer Finance	6,708	18	8,688,900	11	151,179	4
Private Label Credit Cards	9,152	25	12,386,041	15	980,848	26
Auto Deficiency	678	2	4,837,651	6	156,883	4
Total	36,439	100%	\$ 81,291,568	100%	\$ 3,678,746	100%

(1) "Face Value" represents the original face amount purchased from sellers and has not been reduced by any adjustments including payments and buybacks.

(2) "Original Purchase Price" represents the cash paid to sellers to acquire portfolios of defaulted consumer receivables and has not been reduced by any adjustments, including payments and buybacks.

The following table summarizes our life to date domestic portfolio purchases as of September 30, 2014, into the delinquency categories represented (amounts in thousands).

Account Type	No. of Accounts	%	Face Value <sup>(1)</sup>	%	Original Purchase Price <sup>(2)</sup>	%
Fresh	3,657	10%	\$ 8,506,528	10%	\$ 956,604	26%
Primary	4,884	14	9,383,045	12	530,819	14
Secondary	7,067	19	10,099,827	12	449,080	12
Tertiary	4,475	12	6,479,719	8	115,299	3
Insolvency	5,709	16	23,429,392	29	1,458,356	40
Other	10,647	29	23,393,057	29	168,588	5
Total	36,439	100%	\$ 81,291,568	100%	\$ 3,678,746	100%

(1) "Face Value" represents the original face amount purchased from sellers and has not been reduced by any adjustments including payments and buybacks.

(2) "Original Purchase Price" represents the cash paid to sellers to acquire portfolios of defaulted consumer receivables and has not been reduced by any adjustments, including payments and buybacks.

We review the geographic distribution of accounts within a portfolio because we have found that state specific laws and rules can have an effect on the collectability of accounts located there. In addition, economic factors and insolvency trends vary regionally and are factored into our maximum purchase price equation.

The following table summarizes our life to date domestic portfolio purchases as of September 30, 2014, by geographic location (amounts in thousands):

Geographic Distribution	No. of Accounts	%	Original Purchase				
			Face Value <sup>(1)</sup>		Price <sup>(2)</sup>		
				%			%
California	3,943	11%	\$ 10,740,815	13%	\$ 462,494		13%
Texas	5,009	14	8,750,847	11	320,430		9
Florida	2,914	8	7,643,397	9	326,608		9
New York	2,076	6	4,749,220	6	190,765		5
Ohio	1,686	5	3,053,185	4	151,232		4
Pennsylvania	1,316	4	2,960,717	4	132,621		4
Illinois	1,381	4	2,920,725	4	145,370		4
North Carolina	1,316	4	2,863,000	4	128,879		4
Georgia	1,203	3	2,707,208	3	146,176		4
Other <sup>(3)</sup>	15,595	41	34,902,454	42	1,674,171		44
Total	36,439	100%	\$ 81,291,568	100%	\$ 3,678,746		100%

(1) "Face Value" represents the original face amount purchased from sellers and has not been reduced by any adjustments, including payments and buybacks.

(2) "Original Purchase Price" represents the cash paid to sellers to acquire portfolios of defaulted consumer receivables and has not been reduced by any adjustments, including payments and buybacks.

(3) Each state included in "Other" represents less than 3% of the face value of total defaulted consumer receivables.

#### Collections Productivity (Domestic Portfolio)

The following tables display various collections productivity measures that we track. The tables below contain our collector productivity metrics as defined by calendar quarter.

#### Cash Collections per Collector Hour Paid (Domestic Portfolio)

	Core cash collections <sup>(1)</sup>				
	2014	2013 <sup>(5)</sup>	2012	2011	2010
Q1	\$ 223	\$ 193	\$ 166	\$ 162	\$ 135
Q2	220	190	169	154	127
Q3	217	191	171	152	127
Q4	—	190	150	137	129

	Total cash collections <sup>(2)</sup>				
	2014	2013 <sup>(5)</sup>	2012	2011	2010
Q1	\$ 337	\$ 304	\$ 258	\$ 241	\$ 182
Q2	354	315	275	243	188
Q3	338	310	279	249	200
Q4	—	308	245	228	204

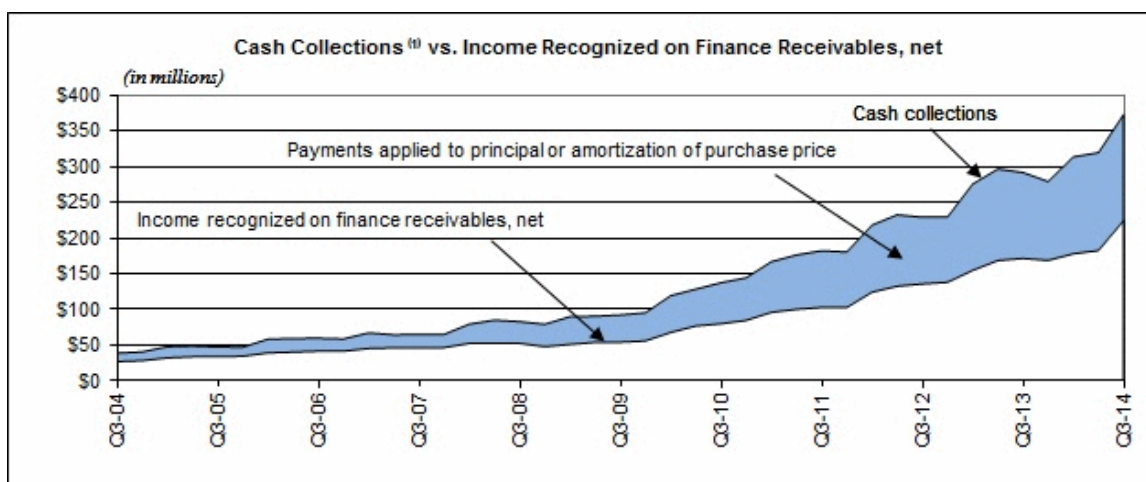
	Non-legal cash collections <sup>(3)</sup>				
	2014	2013 <sup>(5)</sup>	2012	2011	2010
Q1	\$ 282	\$ 251	\$ 216	\$ 204	\$ 154
Q2	293	261	225	205	160
Q3	280	259	230	212	170
Q4	—	256	200	194	174

	Non-legal/non-insolvency cash collections (4)				
	2014	2013 (5)	2012	2011	2010
Q1	\$ 167	\$ 140	\$ 125	\$ 125	\$ 106
Q2	158	137	120	116	100
Q3	159	140	122	115	97
Q4	—	138	105	103	98

- (1) Represents total cash collections less insolvency cash collections from trustee-administered accounts. This metric includes cash collections from insolvency accounts administered by the Core call center as well as cash collections generated by our internal staff of legal collectors. This calculation does not include hours paid to our internal staff of legal collectors or to employees processing the insolvency-required notifications to trustees.
- (2) Represents total cash collections (assigned and unassigned) divided by total hours paid (including holiday, vacation and sick time) to collectors (including those in training).
- (3) Represents total cash collections less external legal cash collections. This metric includes internal legal collections and all insolvency collections and excludes any hours associated with either of those functions.
- (4) Represents total cash collections less external legal cash collections and less insolvency cash collections from trustee-administered accounts. This metric does not include any labor hours associated with the insolvency or legal (internal or external) functions but does include internally-driven cash collections from the internal legal channel.
- (5) Due to a change in our calculation methodology, figures for the first and second quarter of 2013 have been revised to conform to current period presentation.

#### Consolidated Finance Receivables Portfolio Performance:

The following chart illustrates the excess of our cash collections on our owned portfolios over income recognized on finance receivables on a quarterly basis. The difference between cash collections and income recognized on finance receivables is referred to as payments applied to principal. It is also referred to as amortization of purchase price. This amortization is the portion of cash collections that is used to recover the cost of the portfolio investment represented on the balance sheet.



- (1) Includes cash collections on finance receivables only and excludes cash proceeds from sales of defaulted consumer receivables.

#### Seasonality

Cash collections tend to be higher in the first and second quarters of the year and lower in the third and fourth quarters of the year, due to customer payment patterns in connection with seasonal employment trends, income tax refunds and holiday spending habits. Historically, our growth has partially offset the impact of this seasonality.

The following table displays our quarterly cash collections by source, for the periods indicated.

Cash Collection Source (amounts in thousands)	Q3-2014	Q2-2014	Q1-2014	Q4-2013	Q3-2013	Q2-2013	Q1-2013	Q4-2012
Call Center and Other Collections	\$ 97,301	\$ 95,072	\$ 97,736	\$ 84,375	\$ 89,512	\$ 90,229	\$ 89,037	\$ 72,624
External Legal Collections	49,930	55,011	50,990	46,066	48,274	50,131	47,910	41,521
Internal Legal Collections	41,400	45,090	43,939	34,101	33,288	30,365	29,283	23,968
Insolvency Collections	110,544	124,101	120,702	114,384	120,577	125,672	109,233	91,098
Legacy Aktiv Kapital	73,568	—	—	—	—	—	—	—
Total Cash Collections	<u>\$ 372,743</u>	<u>\$ 319,274</u>	<u>\$ 313,367</u>	<u>\$ 278,926</u>	<u>\$ 291,651</u>	<u>\$ 296,397</u>	<u>\$ 275,463</u>	<u>\$ 229,211</u>

#### Rollforward of Net Finance Receivables

The following table shows the changes in finance receivables, net, including the amounts paid to acquire new portfolios (amounts in thousands).

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2014	2013	2014	2013
Balance at beginning of year	\$ 1,219,595	\$ 1,236,859	\$ 1,239,191	\$ 1,078,951
Acquisitions of finance receivables <sup>(1)</sup>	894,779	138,854	1,146,947	546,201
Foreign currency translation adjustment	(52,247)	1,304	(51,858)	363
Cash collections applied to principal <sup>(2)</sup>	(148,417)	(120,195)	(420,570)	(368,693)
Balance at end of period	<u>\$ 1,913,710</u>	<u>\$ 1,256,822</u>	<u>\$ 1,913,710</u>	<u>\$ 1,256,822</u>
Estimated remaining collections	<u>\$ 4,369,050</u>	<u>\$ 2,672,361</u>	<u>\$ 4,369,050</u>	<u>\$ 2,672,361</u>

(1) Acquisitions of finance receivables is net of buybacks and includes certain capitalized acquisition related costs. It also includes the acquisition date finance receivable portfolio that was acquired in connection with the Aktiv acquisition.

(2) Cash collections applied to principal (also referred to as amortization) consists of cash collections less income recognized on finance receivables, net of allowance charges/reversals.

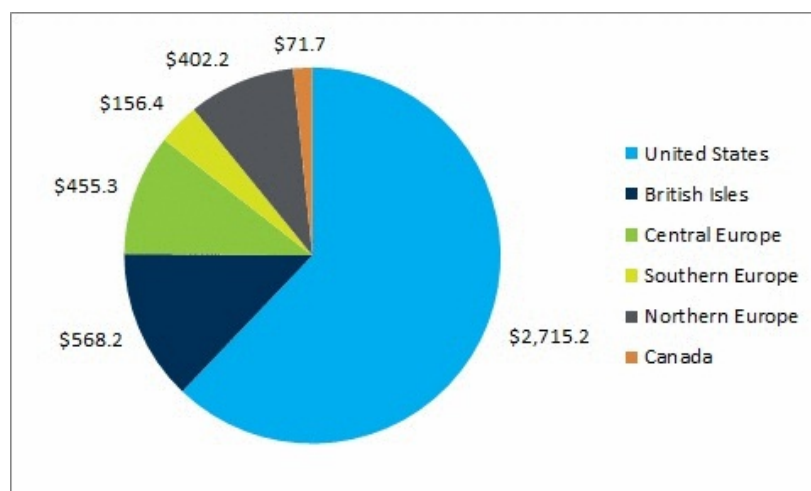
#### Portfolio Purchasing

The following table displays our quarterly portfolio purchases for the periods indicated.

Portfolio Type (amounts in thousands)	Q3-2014	Q2-2014	Q1-2014	Q4-2013	Q3-2013	Q2-2013	Q1-2013	Q4-2012
Core - U.S.	\$ 91,326	\$ 91,904	\$ 79,085	\$ 65,759	\$ 89,044	\$ 113,314	\$ 126,951	\$ 85,476
Insolvency - U.S.	38,535	16,187	65,501	31,987	41,794	82,273	86,595	111,001
Core - International	761,495	1,121	1,626	1,763	11,037	4,881	1,387	2,631
Insolvency - International	—	—	6,502	—	—	—	—	—
Total Portfolio Purchasing	<u>\$ 891,356</u>	<u>\$ 109,212</u>	<u>\$ 152,714</u>	<u>\$ 99,509</u>	<u>\$ 141,875</u>	<u>\$ 200,468</u>	<u>\$ 214,933</u>	<u>\$ 199,108</u>

## Estimated Remaining Collections

The following chart shows our ERC by geographical region at September 30, 2014 (amounts in millions).



## Liquidity and Capital Resources

Historically, our primary sources of cash have been cash flows from operations, bank borrowings, and convertible debt and equity offerings. Cash has been used for acquisitions of finance receivables, corporate acquisitions, repurchase of our common stock, repayments of bank borrowings, operating expenses, purchases of property and equipment, and working capital to support our growth.

As of September 30, 2014, cash and cash equivalents totaled \$70.3 million, compared to \$162.0 million at December 31, 2013. We had \$1.4 billion in borrowings outstanding as of September 30, 2014, which represents \$513.8 million of availability under all of our credit facilities (subject to the borrowing base and applicable debt covenants). See the "Borrowings" section below for more information.

We have in place forward flow commitments for the purchase of defaulted consumer receivables over the next twelve months in which the maximum amount that could be purchased is approximately \$622.9 million as of September 30, 2014. Additionally we may enter into new or renewed flow commitments in the next twelve months and close on spot transactions in addition to the aforementioned flow agreements. We believe that funds generated from operations and from cash collections on finance receivables, together with existing cash and available borrowings under our credit facility will be sufficient to finance our operations, planned capital expenditures, the aforementioned forward flow commitments, and additional, normal-course portfolio purchasing during the next twelve months. Business acquisitions or higher than normal levels of portfolio purchasing could require additional financing from other sources. On July 16, 2014, we completed the purchase of the outstanding equity of Aktiv, for a purchase price of approximately \$861.3 million, and assumed approximately \$433.7 million of Aktiv's corporate debt, resulting in an acquisition of estimated total enterprise value of \$1.3 billion. We financed the transaction with cash of \$206.4 million, \$169.9 million in financing from an affiliate of the seller, and \$485.0 million from our domestic, revolving credit facility.

For domestic income tax purposes, we recognize revenue using the cost recovery method with respect to our debt purchasing business. The IRS has audited and issued a Notice of Deficiency for the tax years ended December 31, 2005 through 2012. It has asserted that tax revenue recognition using the cost recovery method does not clearly reflect taxable income. We have filed a petition in the United States Tax Court and believe we have sufficient support for the technical merits of our positions. If we are unsuccessful in the United States Tax Court, we can appeal to the federal Circuit Court of Appeals. If judicial appeals prove unsuccessful, we may ultimately be required to pay the related deferred taxes, and possibly interest and penalties, which may require additional financing from other sources. In accordance with the Internal Revenue Code, underpayments of federal tax accrue interest, compounded daily, at the applicable federal short term rate plus three percentage points. An additional two percentage points applies to large corporate underpayments of \$100,000 or more to periods after the applicable date as defined in the Internal Revenue Code. We file taxes in multiple state jurisdictions; therefore, any underpayment of state tax will accrue interest in accordance with the respective state statute. Our estimate of the potential federal and state interest is \$75.0 million as of September 30, 2014. Deferred tax liabilities related to this item were \$235.0 million at September 30, 2014.

Cash generated from operations is dependent upon our ability to collect on our finance receivables. Many factors, including the economy and our ability to hire and retain qualified collectors and managers, are essential to our ability to generate cash flows. Fluctuations in these factors that cause a negative impact on our business could have a material impact on our future cash flows.

Our operating activities provided cash of \$169.5 million and \$172.1 million for the nine months ended September 30, 2014 and 2013, respectively. In these periods, cash from operations was generated primarily from net income earned through cash collections and fee income received for the period.

Our investing activities used cash of \$859.9 million and \$187.4 million during the nine months ended September 30, 2014 and 2013, respectively. Cash used in investing activities is primarily driven by corporate acquisitions, acquisitions of defaulted consumer receivables and purchases of property and equipment. Cash provided by investing activities is primarily driven by cash collections applied to principal on finance receivables. The majority of the increase in cash used in investing activities was due net cash payments for corporate acquisitions totaling \$851.2 million for the nine months ended September 30, 2014 compared to \$0 for the comparable prior year period, partially offset by a decrease in acquisitions of finance receivables, from \$546.2 million for the nine months ended September 30, 2013 to \$412.7 million for the nine months ended September 30, 2014, in addition to an increase in collections applied to principal on finance receivables from \$368.7 million for the nine months ended September 30, 2013 to \$420.6 million for the nine months ended September 30, 2014.

Our financing activities provided cash of \$603.1 million and \$91.2 million during the nine months ended September 30, 2014 and 2013, respectively. Cash for financing activities is normally provided by draws on our line of credit, proceeds from long-term debt and gross proceeds from convertible debt offerings. Cash used in financing activities is primarily driven by principal payments on our lines of credit, principal payments on long-term debt and repurchases of our common stock. The increase in cash provided by financing activities was due primarily due to changes in the net borrowings on our credit facility and net proceeds from long-term debt. During the nine months ended September 30, 2014, we had net borrowings on our lines of credit of \$436.5 million, compared to net payments on our line of credit of \$127.0 million during the nine months ended September 30, 2013. In addition, we had net proceeds of \$162.4 million on long-term debt during the nine months ended September 30, 2014, compared to net payments on our long-term debt of \$4.1 million during the nine months ended September 30, 2013. This was partially offset by net proceeds from the convertible debt offering that occurred in the third quarter of 2013. This provided us with \$279.3 million in net proceeds of the offering during the nine months ended September 30, 2013 compared to \$0 in the nine months ended September 30, 2014.

Cash paid for interest was \$21.1 million and \$9.3 million for the nine months ended September 30, 2014 and 2013, respectively. Interest was paid on our revolving credit facilities, long-term debt, convertible debt and our interest rate swap agreements. Cash paid for income taxes was \$41.7 million and \$78.4 million for the nine months ended September 30, 2014 and 2013, respectively.

#### *Borrowings*

##### ***Domestic Revolving Credit and Term Loan***

On December 19, 2012, we entered into the Credit Agreement. The Credit Agreement contained an accordion loan feature that allowed us to request an increase of up to \$214.5 million in the amount available for borrowing under the revolving credit facility, whether from existing or new lenders, subject to terms of the Credit Agreement. The Credit Agreement was amended and modified during 2013. On April 1, 2014, we entered into the Commitment Increase Agreements to exercise the accordion feature. The Commitment Increase Agreements expanded the maximum amount of revolving credit availability under the Credit Agreement by \$214.5 million, by elevating the revolving credit commitments of certain lenders and added three new lenders to the Credit Agreement. Given effect to the \$214.5 million increase in the amount of revolving credit availability pursuant to the Commitment Increase Agreements, the total credit facility under the Credit Agreement now includes an aggregate principal amount of \$837.5 million (subject to compliance with a borrowing base and applicable debt covenants), which consists of (i) a fully funded \$187.5 million term loan, (ii) a \$630 million domestic revolving credit facility, of which \$193.5 million is available to be drawn, and (iii) a \$20 million multi-currency revolving credit facility, of which \$20 million is available to be drawn. The facilities all mature on December 19, 2017. Our revolving credit facility includes a \$20.0 million swingline loan sublimit and a \$20.0 million letter of credit sublimit. The Credit Agreement is secured by a first priority lien on substantially all of our assets.

Borrowings outstanding on this credit facility at September 30, 2014 consisted of \$187.5 million outstanding on the term loan with an annual interest rate as of September 30, 2014 of 2.65% and \$436.5 million outstanding in 30-day Eurodollar rate loans on the revolving facility with a weighted average interest rate of 2.65%. At December 31, 2013, our borrowings on this credit facility consisted of \$195.0 million outstanding on the term loan with an annual interest rate as of December 31, 2013 of 2.67%.



### ***Seller Note Payable***

In conjunction with the closing of the Aktiv business acquisition on July 16, 2014, we entered into the \$169.9 million Seller Note. The Seller Note bears interest at the three-month LIBOR plus 3.75% and matures on July 16, 2015. The quarterly interest due can be paid or rolled into the Seller Note balance at our option. On September 30, 2014, we paid the first quarterly interest payment of \$1.4 million. At September 30, 2014, the balance due on the Seller Note was \$169.9 million with an annual interest rate of 3.99%.

### ***Aktiv Revolving Credit***

On May 4, 2012, Aktiv entered into the Aktiv Revolving Credit Agreement. Under the terms of the Aktiv Revolving Credit Agreement the credit facility includes an aggregate amount of up to NOK 1,500,000,000 (approximately \$232 million), including an option of NOK 500,000,000 (approximately \$77 million). The Aktiv revolving credit facility accrues interest at the Interbank Offered Rate ("IBOR") plus 3.00%, bears an unused fee of 1.2% per annum, payable monthly in arrears, and matured on October 28, 2014. At maturity, any outstanding balances owed on this facility were automatically transferred to the Multicurrency Revolving Credit Facility Agreement as described in Note 14 "Subsequent Event."

At September 30, 2014, the balance on the Aktiv revolving credit facility was \$239.7 million, with an annual interest rate of 3.53%. Due to fluctuations in foreign exchange rates, Aktiv's borrowings under this facility exceeded the facility limit. Aktiv requested and received a waiver from the lender which allowed them to be in excess of the limit until the facility matured on October 28, 2014.

### ***Aktiv Term Loan***

On March 29, 2011, Aktiv entered into the Aktiv Term Loan Credit Agreement. Under the terms of the Aktiv Term Loan Credit Agreement the credit facility includes an aggregate amount of NOK 2,000,000,000 (approximately \$310 million) in four different currencies. The Aktiv term loan credit facility accrues interest at the IBOR plus a range of 2.25% - 2.75% (as determined by the Borrowing Base Ratio as defined in the Aktiv Term Loan Credit Agreement), and matured on October 28, 2014. At maturity, any outstanding balances owed on this facility were automatically transferred to the Multicurrency Revolving Credit Facility Agreement as described in Note 14 "Subsequent Event."

At September 30, 2014, the balance on the Aktiv term loan credit facility was \$79.7 million, with an annual interest rate of 2.66%.

### ***Aktiv Multicurrency Term Loan Bridge Facility***

On June 24, 2014, Aktiv entered into the Aktiv Bridge Loan Credit Agreement. Under the terms of the Aktiv Bridge Loan Credit Agreement the credit facility includes an aggregate amount of NOK 350,000,000 (approximately \$54 million). The Aktiv bridge loan credit facility accrues interest at the IBOR plus 4%, bears an unused line fee of 0.35% per annum, payable quarterly in arrears, matured on October 28, 2014, and is subordinated to the Aktiv revolving and term loan credit facilities. At maturity, any outstanding balances owed on this facility were automatically transferred to the Multicurrency Revolving Credit Facility Agreement as described in Note 14 "Subsequent Event".

At September 30, 2014, the balance on the Aktiv bridge loan credit facility was \$22.8 million, with an annual interest rate of 4.22%.

### ***Aktiv Subordinated Loan***

On December 16, 2011, Aktiv entered into the Commitment with Metrogas Holding Inc., an affiliate with Geveran Trading Co. Ltd. Under the terms of the Commitment, Aktiv is able to drawdown a commitment in the aggregate amount of up to NOK 200,000,000 (approximately \$31 million) for a period of 90 days from the date of the agreement (the "Availability Period"). Aktiv may draw all or a part of the Commitment in the Availability Period, and may utilize the Commitment in up to three drawdowns. The Commitment bears interest at LIBOR plus 3.75%. The maturity date is January 16, 2016. The Commitment does not contain any covenants.

As of September 30, 2014, the aggregate drawdown is \$29.4 million, with an annual interest rate of 3.99%.

### Convertible Senior Notes

On August 13, 2013, we completed the private offering of \$287.5 million in aggregate principal amount of the Notes. The Notes were issued pursuant to the Indenture. The Indenture contains customary terms and covenants, including certain events of default after which the Notes may be due and payable immediately. The Notes are senior unsecured obligations of the Company. Interest on the Notes is payable semi-annually, in arrears, on February 1 and August 1 of each year, beginning as of February 1, 2014.

We were in compliance with all covenants under our financing arrangements as of December 31, 2013. As of September 30, 2014, we were in compliance with all covenants under our financing arrangements with the exception of certain of the Aktiv credit agreements, for which we requested and received waivers as described above under the caption, Aktiv Revolving Credit, and in Note 14, "Subsequent Event."

### Undistributed Earnings of Foreign Subsidiaries

We intend to use remaining accumulated and future undistributed earnings of foreign subsidiaries to expand operations outside the United States; therefore, such undistributed earnings of foreign subsidiaries are considered to be indefinitely reinvested outside the United States. Accordingly, no provision for U.S. federal and state income tax has been provided thereon. If management's intentions change and eligible undistributed earnings of foreign subsidiaries are repatriated, taxes would be accrued and paid on such earnings.

### Stockholders' Equity

Stockholders' equity was \$968.4 million at September 30, 2014 and \$869.5 million at December 31, 2013. The increase was primarily attributable to \$129.5 million in net income attributable to the Company during the nine months ended September 30, 2014, offset by net foreign currency translation losses of \$45.2 million.

### Contractual Obligations

Our contractual obligations as of September 30, 2014 were as follows (amounts in thousands):

Contractual Obligations	Total	Payments due by period			
		Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years
Operating leases	\$ 39,829	\$ 9,737	\$ 17,998	\$ 9,513	\$ 2,581
Lines of credit <sup>(1)</sup>	725,354	255,044	29,753	440,557	—
Long-term debt <sup>(2)</sup>	879,354	332,276	112,245	138,708	296,125
Purchase commitments <sup>(3)</sup>	629,923	566,376	32,642	30,905	—
Employment agreements	5,236	5,236	—	—	—
Total	<u>\$ 2,279,696</u>	<u>\$ 1,168,669</u>	<u>\$ 192,638</u>	<u>\$ 619,683</u>	<u>\$ 298,706</u>

(1) This amount includes estimated unused line fees due on our revolving lines of credit and assumes that the balance on the domestic line of credit remains constant from the September 30, 2014 balance of \$436.5 million until maturity.

(2) This amount includes scheduled interest and principal payments on our term loan, convertible debt and other loans and notes payable. Also, the Aktiv Term Loan Credit Agreement and the Aktiv Bridge Loan Credit Agreement matured on October 28, 2014. Any outstanding balances owed on these terminated agreements were automatically transferred to the Multicurrency Revolving Credit Facility Agreement as described in Note 14 "Subsequent Event." For purposes of this table, the balances owed under these agreements are included in the "Less than 1 year" column.

(3) This amount includes the maximum remaining amount to be purchased under forward flow contracts for the purchase of charged-off consumer debt in the amount of approximately \$622.9 million.

### Off-Balance Sheet Arrangements

We do not have any off balance sheet arrangements as defined by Item 303(a)(4) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

## Recent Accounting Pronouncements

In March 2013, FASB issued ASU 2013-05, which defines the treatment of the release of cumulative translation adjustments upon derecognition of certain subsidiaries or groups of assets within a foreign entity or of an investment in a foreign entity. ASU 2013-05 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2013. Early adoption is permitted and prior periods should not be adjusted. We adopted ASU 2013-05 in the first quarter of 2014 which had no material impact on our consolidated financial statements.

In April 2014, FASB issued ASU 2014-08, that amends the requirements for reporting discontinued operations. ASU 2014-08 requires the disposal of a component of an entity or a group of components of an entity to be reported in discontinued operations if the disposal represents a strategic shift that will have a major effect on the entity's operations and financial results. ASU 2014-08 also requires additional disclosures about discontinued operations and disclosures about the disposal of a significant component of an entity that does not qualify as a discontinued operation. ASU 2014-08 is effective prospectively for reporting periods beginning after December 15, 2014, with early adoption permitted. We are evaluating the potential impacts of the new standard.

In May 2014, FASB issued ASU 2014-09, that updates the principles for recognizing revenue. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASU 2014-09 also amends the required disclosures of the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. ASU 2014-09 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2016, and can be adopted either retrospectively to each prior reporting period presented or as a cumulative-effect adjustment as of the date of adoption, with early application not permitted. We are evaluating our implementation approach and the potential impacts of the new standard on our existing revenue recognition policies and procedures.

In June 2014, FASB issued ASU 2014-12, which requires that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. As such, the performance target should not be reflected in estimating the grant-date fair value of the award. ASU 2014-12 is effective for annual reporting periods beginning after December 15, 2015, with early adoption permitted. We are evaluating the potential impacts of the new standard on our existing stock-based compensation awards.

We do not expect that any other recently issued accounting pronouncements will have a material effect on our financial statements.

## Critical Accounting Policies

Our consolidated financial statements have been prepared in accordance with U.S. GAAP. Our significant accounting policies are discussed in Note 1 of the Notes to the Consolidated Financial Statements of our 2013 Annual Report on Form 10-K filed on February 28, 2014. Our significant accounting policies are fundamental to understanding our results of operations and financial condition because they require that we use estimates, assumptions and judgments that affect the reported amounts of revenues, expenses, assets, and liabilities.

Three of these policies are considered to be critical because they are important to the portrayal of our financial condition and results, and because they require management to make judgments and estimates that are difficult, subjective, and complex regarding matters that are inherently uncertain.

We base our estimates on historical experience, current trends and on various other assumptions that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. If these estimates differ significantly from actual results, the impact on our consolidated financial statements may be material.

Management has reviewed these critical accounting policies with the Company's Audit Committee.

### *Revenue Recognition - Finance Receivables*

We account for our investment in finance receivables under the guidance of ASC 310-30. We acquire portfolios of accounts that have experienced deterioration of credit quality between origination and our acquisition of the accounts. The amount paid for a portfolio reflects our determination that it is probable we will be unable to collect all amounts due according to an account's contractual terms. At acquisition, we review the accounts to determine whether there is evidence of deterioration of credit quality since origination, and if it is probable that we will be unable to collect all amounts due according to the loan's contractual terms.

If both conditions exist, we then determine whether each such account is to be accounted for individually or whether such accounts will be assembled into pools based on common risk characteristics. We consider expected prepayments and estimate the amount and timing of undiscounted expected principal, interest and other cash flows (expected at acquisition) for each acquired portfolio based on our proprietary models, and then subsequently aggregate portfolios of accounts into pools. We determine the excess of the pool's scheduled contractual principal and contractual interest payments over all cash flows expected at acquisition as an amount that should not be accreted (nonaccretable difference). The remaining amount, representing the excess of the pool's cash flows expected to be collected over the amount paid, is accreted into income recognized on finance receivables over the remaining estimated life of the pool (accretable yield). ASC 310-30 requires that the excess of the contractual cash flows over expected cash flows, based on our estimates derived from our proprietary collection models, not be recognized as an adjustment of revenue or expense or on the balance sheet.

Each accounting pool is recorded at cost, which may include certain direct costs of acquisition paid to third parties, and is accounted for as a single unit for the recognition of income, payments applied to principal and loss provision. Once an accounting pool is established for a calendar quarter, individual receivable accounts are not added to the pool (unless replaced by the seller) or removed from the pool (unless sold or returned to the seller). ASC 310-30, utilizing the interest method, initially freezes the yield, estimated when the accounts are purchased, as the basis for subsequent impairment testing. The yield is estimated and periodically recalculated based on the timing and amount of anticipated cash flows using our proprietary collection models. Income on finance receivables is accrued quarterly based on each accounting pool's effective yield. Significant increases in expected future cash flows may be recognized prospectively, through an upward adjustment of the yield, over a pool's remaining life. Any increase to the yield then becomes the new benchmark for impairment testing. Under ASC 310-30, rather than lowering the estimated yield if the collection estimates are not received or projected to be received, the carrying value of a pool would be written down to maintain the then current yield and is shown as a reduction in revenue in the consolidated income statements with a corresponding valuation allowance offsetting finance receivables, net, on the consolidated balance sheets. Cash flows greater than the interest accrual will reduce the carrying value of the accounting pool. This reduction in carrying value is defined as payments applied to principal (also referred to as principal amortization). Likewise, cash flows that are less than the interest accrual will accrete the carrying balance. Generally, we do not record accretion in the first six to twelve months of the estimated life of the pool; accordingly, we utilize either the cost recovery method or cash method when necessary to prevent accretion as permitted by ASC 310-30. Under the cash method, revenue is recognized as it would be under the interest method up to the amount of cash collections. Under the cost recovery method, no revenue is recognized until we have fully collected the cost of the pool, or until such time that we consider the collections to be probable and estimable and begin to recognize income based on the interest method as described above. We also use the cost recovery method when collections on a particular pool of accounts cannot be reasonably estimated.

A pool can become fully amortized (zero carrying balance on the balance sheet) while still generating cash collections. In this case, all cash collections are recognized as revenue when received.

We establish valuation allowances, if necessary, for acquired accounts subject to ASC 310-10. Valuation allowances are established only subsequent to acquisition of the accounts.

We implement the accounting for income recognized on finance receivables under ASC 310-30 as follows. We create each accounting pool using our projections of estimated cash flows and expected economic life. We then compute the effective yield that fully amortizes the pool over a reasonable expectation of its economic life based on the current projections of estimated cash flows. As actual cash flow results are recorded, we balance those results to the data contained in our proprietary models to ensure accuracy, then review each pool watching for trends, actual performance versus projections and curve shape (a graphical depiction of the timing of cash flows), regularly re-forecasting future cash flows utilizing our statistical models. The review process is primarily performed by our finance staff; however, our operational and statistical staff is also involved, providing updated statistical input and cash projections to the finance staff. If there is a significant increase in expected cash flows, we will recognize the effect of the increase prospectively through an increase in yield. If a valuation allowance had been previously recognized for that pool, the allowance is reversed before recording any prospective yield adjustments. If the over performance is considered more of an acceleration of cash flows (a timing difference), we will: a) adjust estimated future cash flows downward which effectively extends the amortization period to fall within a reasonable expectation of the pool's economic life, b) adjust future cash flow projections as noted previously coupled with an increase in yield in order for the amortization period to fall within a reasonable expectation of the pool's economic life, or c) take no action at all if the amortization period falls within a reasonable expectation of the pool's expected economic life. To the extent there is underperformance, we will record an allowance if the underperformance is significant and will also consider revising estimated future cash flows based on current period information, or take no action if the pool's amortization period is reasonable and falls within the currently projected economic life.

### *Valuation of Acquired Intangibles and Goodwill*

In accordance with ASC Topic 350, “Intangibles-Goodwill and Other” (“ASC 350”), we amortize intangible assets over their estimated useful lives. Goodwill, pursuant to ASC 350, is not amortized but rather is evaluated for impairment annually or earlier if indicators of potential impairment exist. The goodwill evaluation for impairment is highly subjective and requires that: (1) goodwill is allocated to various reporting units of our business to which it relates; and (2) we estimate the fair value of those reporting units to which the goodwill relates and then determine the book value of those reporting units. During the evaluation, we also consider qualitative factors that may have an impact on the final assessment regarding potential impairment. If the estimated fair value of reporting units with allocated goodwill is determined to be less than their book value, we are required to estimate the fair value of all identifiable assets and liabilities of those reporting units in a manner similar to a purchase price allocation for an acquired business.

This may require independent valuation of certain unrecognized assets. Once this process is complete, the amount of goodwill impairment, if any, can be determined.

### *Income Taxes*

We follow the guidance of ASC 740 as it relates to the provision for income taxes and uncertainty in income taxes. Accordingly, we record a tax provision for the anticipated tax consequences of the reported results of operations. In accordance with ASC 740, the provision for income taxes is computed using the asset and liability method, under which deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax basis of assets and liabilities, and for operating losses and tax credit carry-forwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates that apply to taxable income in effect for the years in which those tax assets are expected to be realized or settled. The evaluation of a tax position in accordance with the guidance is a two-step process. The first step is recognition: the enterprise determines whether it is more-likely-than-not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. In evaluating whether a tax position has met the more-likely-than-not recognition threshold, the enterprise should presume that the position will be examined by the appropriate taxing authority that would have full knowledge of all relevant information. The second step is measurement: a tax position that meets the more-likely-than-not recognition threshold is measured to determine the amount of benefit to recognize in the financial statements. The tax position is measured as the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. Tax positions that previously failed to meet the more-likely-than-not recognition threshold should be recognized in the first subsequent financial reporting period in which that threshold is met. Previously recognized tax positions that no longer meet the more-likely-than-not recognition threshold should be derecognized in the first subsequent financial reporting period in which that threshold is no longer met. We record interest and penalties related to unrecognized tax benefits as a component of income tax expense.

In the event that all or part of the deferred tax assets are determined not to be realizable in the future, a valuation allowance would be established and charged to earnings in the period such determination is made. If we subsequently realize deferred tax assets that were previously determined to be unrealizable, the respective valuation allowance would be reversed, resulting in a positive adjustment to earnings or a decrease in goodwill in the period such determination is made. The calculation of tax liabilities involves significant judgment in estimating the impact of uncertainties in the application of complex tax laws. Resolution of these uncertainties in a manner inconsistent with our expectations could have a material impact on our results of operations and financial position.

For domestic income tax purposes, we recognize revenue using the cost recovery method with respect to our debt purchasing business. We believe cost recovery to be an acceptable method for companies in the bad debt purchasing industry. Under the cost recovery method, collections on finance receivables are applied first to principal to reduce the finance receivables to zero before any income is recognized.

### **Item 3. Quantitative and Qualitative Disclosure About Market Risk**

#### **Interest Rate Risk**

We are subject to interest rate risk from outstanding borrowings on our variable rate credit facilities. As such, our consolidated financial results are subject to fluctuations due to changes in the market rate of interest. We assess this interest rate risk by estimating the increase or decrease in interest expense that would occur due to a change in short-term interest rates. The borrowings on our variable rate credit facilities were \$1.2 billion as of September 30, 2014. Assuming a 25 basis point decrease in interest rates, for example, interest expense over the following twelve months would decrease by an estimated \$2.3 million. Assuming a 50 basis point increase in interest rates, interest expense over the following twelve months would increase by an estimated \$4.6 million.

To reduce the exposure to changes in the market rate of interest, we have entered into interest rate swap agreements for a portion of our floating rate financing arrangements. Terms of the interest rate swap agreements require us to receive a variable interest rate and pay a fixed interest rate. For the majority of our floating rate financing arrangements, we have no interest rate swap agreements in place.

The fair value of our interest rate swap agreements was a net liability of \$2.8 million at September 30, 2014. A hypothetical 25 basis points decrease in interest rates would cause a decrease in the estimated fair value of our interest rate swap agreements and the resulting estimated fair value would be a liability of \$4.3 million at September 30, 2014. Conversely, a hypothetical 50 basis point increase in interest rates would cause an increase in the estimated fair value of our interest rate swap agreements and the resulting estimated fair value would be an asset of \$3.0 million at September 30, 2014.

#### **Currency Exchange Risk**

We operate internationally and enter into transactions denominated in foreign currencies, including the euro, the Great British pound, the Canadian dollar, Norwegian kroner, Swiss franc, Danish kroner, and Swedish kroner. As such, our financial results are subject to the variability that arises from exchange rate movements. Significant fluctuations in exchange rates between the U.S. dollar and the aforementioned currencies or between the aforementioned currencies could adversely affect our comprehensive income. We may or may not implement a hedging program related to currency exchange rate fluctuation.

### **Item 4. Controls and Procedures**

*Evaluation of Disclosure Controls and Procedures.* We maintain disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial and Administrative Officer, as appropriate, to allow timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Also, controls may become inadequate because of changes in conditions and the degree of compliance with the policies or procedures may deteriorate. We conducted an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Financial and Administrative Officer, of the effectiveness of our disclosure controls and procedures as of the end of the period covered by this report. Based on this evaluation, the Chief Executive Officer and Chief Financial and Administrative Officer have concluded that, as of September 30, 2014, our disclosure controls and procedures were effective.

*Changes in Internal Control Over Financial Reporting.* There was no change in our internal control over financial reporting during the most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. However, we completed the Aktiv acquisition during the third quarter of 2014. We have begun the process of assessing Aktiv's controls for design and operating effectiveness, and intend to include the results of that work in our 2015 annual evaluation of internal control over financial reporting. The acquisition of certain operating assets from PCM during the quarter was immaterial.

## PART II. OTHER INFORMATION

### Item 1. Legal Proceedings

We are from time to time subject to routine legal claims and proceedings, most of which are incidental to the ordinary course of our business. We initiate lawsuits against customers and are occasionally countersued by them in such actions. Also, customers, either individually, as members of a class action, or through a governmental entity on behalf of customers, may initiate litigation against us in which they allege that we have violated a state or federal law in the process of collecting on an account. From time to time, other types of lawsuits are brought against us.

No litigation was commenced during the period covered by this report that we believe could reasonably be expected to have a material adverse effect on our financial condition, results of operations and cash flows. Refer to Note 9 “Commitments and Contingencies” of our Consolidated Financial Statements for material developments with respect to legal proceedings previously disclosed with respect to prior periods.

### Item 1A. Risk Factors

An investment in our common stock involves a high degree of risk. You should carefully consider the specific risk factors listed under Part I, Item 1A of our 2013 Annual Report on Form 10-K filed on February 28, 2014, together with the additional risk factors discussed below and all other information included herein or incorporated by reference in our reports filed with the SEC. Any such risks may materialize, and additional risks not known to us, or that we now deem immaterial, may arise. In such event, our business, financial condition, results of operations or prospects could be materially adversely affected. If that occurs, the market price of our common stock could fall, and investors could lose all or part of your investment.

#### ***Our acquisition of Aktiv exposes us to risks which could harm our business, operating results, and financial condition.***

On July 16, 2014, we completed the purchase of the outstanding equity of Aktiv. We have incurred, and will continue to incur, significant costs in connection with the Aktiv acquisition and we have diverted, and will continue to divert, significant management resources in an effort to integrate the operations of Aktiv with that of our own. This could have a negative impact on our ability to manage our existing operations or pursue alternative strategic transactions, which could have a negative effect on our business, results of operations and financial condition.

We financed the Aktiv acquisition with a combination of cash, seller financing and funding from our domestic revolving credit facility. Additionally, we assumed Aktiv’s corporate debt as of July 16, 2014.

As a result of the financing of the Aktiv acquisition, our debt has increased significantly, both in terms of the total amount of our borrowings and as a percentage of the equity of the combined company. This increase in our indebtedness could increase our vulnerability to general adverse economic and industry conditions, make it more difficult for us to satisfy obligations with respect to our indebtedness, require us to dedicate a substantial portion of our cash flow from operations to service payments on our debt, limit our flexibility to react to changes in our business and the industry in which we operate, place us at a competitive disadvantage with our competitors that have less debt and limit our ability to borrow additional funds.

Other than our existing UK business, PRA UK, which we acquired in 2012, we have limited operating experience in international markets. The international nature of the Aktiv acquisition expands the risks and uncertainties described elsewhere in this section, including the following:

- changes in local political, economic, social and labor conditions in Europe and Canada;
- foreign exchange controls that might prevent us from repatriating cash earned in countries outside the United States;
- currency exchange rate fluctuations and our ability to manage these fluctuations through a foreign exchange risk management program;
- different employee/employer relationships, laws and regulations and existence of employment tribunals;
- laws and regulations imposed by foreign governments, including those relating to governing data security, sharing and transfer;
- potentially adverse tax consequences resulting from changes in tax laws in the foreign jurisdictions in which we operate;
- logistical, communications and other challenges caused by distance and cultural and language differences, making it harder to do business in certain jurisdictions; and
- risks related to crimes, strikes, riots, civil disturbances, terrorist attacks and wars in a variety of new geographical locations.

Any one of these factors could have an adverse effect on our business, results of operations and financial condition.

***If we do not successfully integrate Aktiv into our business operations, our business could be adversely affected.***

As a result of the Aktiv acquisition, we will need to successfully integrate the operations of Aktiv with our business operations. Integrating the operations of Aktiv with that of our own will be a complex and time-consuming process. Prior to the Aktiv acquisition, Aktiv operated independently, with its own business, corporate culture, locations, employees and systems. There may be substantial difficulties, costs and delays involved in any integration of the business of Aktiv with that of our own. These may include:

- distracting management from day-to-day operations;
- potential incompatibility of corporate cultures;
- an inability to achieve synergies as planned;
- changes in the combined business due to potential divestitures or other requirements imposed by antitrust regulators;
- costs and delays in implementing common systems and procedures; and
- increased difficulties in managing our business due to the addition of international locations.

Many of these risks may be accentuated because the vast majority of Aktiv's operations, employees and customers are located outside of the United States. Any one or all of these factors may increase operating costs or lower anticipated financial performance. Many of these factors are also outside of our control. Achieving anticipated synergies and the potential benefits underlying our reasons for the Aktiv acquisition will depend on successful integration of the businesses. The failure to integrate the business operations of Aktiv successfully could have a material adverse effect on our business, financial condition and results of operations.

***Compliance with complex foreign and U.S. laws and regulations that apply to our international operations, which will be expanded as a result of the Aktiv acquisition, could increase our cost of doing business in international jurisdictions.***

Although we currently have international operations, as a result of the Aktiv acquisition, we will operate on an expanded international basis with additional offices or activities in a number of new jurisdictions throughout Europe. We will face increased exposure to risks inherent in conducting business internationally, including compliance with complex foreign and U.S. laws and regulations that apply to our international operations, which could increase our cost of doing business in international jurisdictions. These laws and regulations include anti-corruption laws such as the Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act of 2010 and other local laws prohibiting corrupt payments to governmental officials, and those related to taxation. The FCPA and similar antibribery laws in other jurisdictions generally prohibit U.S.-based companies and their intermediaries from making improper payments to non-U.S. officials for the purpose of obtaining or retaining business. The U.K. Bribery Act of 2010 prohibits certain entities from making improper payments to governmental officials and to commercial entities. Given the high level of complexity of these laws, there is a risk that we may inadvertently breach certain provisions of these laws, for example through fraudulent or negligent behavior of individual employees, our failure to comply with certain formal documentation requirements, or otherwise. Violations of these laws and regulations could result in fines and penalties; criminal sanctions against us, our officers, or our employees; prohibitions on the conduct of our business and on our ability to offer our products and services in one or more countries, and could also adversely affect our brand, our international expansion efforts, our ability to attract and retain employees, our business and our operating results. Although we have implemented and, with respect to new jurisdictions we will enter as a result of the Aktiv acquisition, will implement, policies and procedures designed to ensure compliance with these laws and regulations, there can be no assurance that our employees, contractors or agents will not violate our policies. Additionally, in accordance with the European Union Capital Requirements Directive ("CRD IV"), the Swedish Banking and Financing Business Act and the Supervision of Credit and Investment Institutions Act, certain of our European Union ("EU") subsidiaries are subject to capital adequacy requirements as prescribed by the Swedish Financial Supervisory Authority ("SFS"), because they are included in a group that includes an entity which has been determined to be an EU authorized credit institution (AK Nordic AB), thereby resulting in their supervision by the SFS and regulatory capital requirements.

***Exchange rate fluctuations could adversely affect our results of operations and financial position.***

Because we conduct business in various currencies, and because we report our financial results in U.S. dollars, we face exposure to fluctuations in currency exchange rates. This exposure is likely to increase as a result of the Aktiv acquisition, as a larger portion of our operating expenses will likely be incurred in non-U.S. dollar currencies. As a result, significant fluctuations in exchange rates between the U.S. dollar and foreign currencies or between the foreign currencies may adversely affect our net income. We may or may not implement a hedging program related to currency exchange rate fluctuations. Additionally, if implemented, such hedging programs could expose us to additional risks that could adversely affect our financial condition and results of operations.

***Net capital requirements pursuant to the CRD IV may impede the business operations of our subsidiaries.***

A sub-group of the company's EU subsidiaries has been determined by the SFS to be financial institutions subject to consolidated capital requirements under EU Directives and regulatory oversight, supervision and reporting requirements by the



SFSA. These and other similar provisions of applicable law may limit our ability to withdraw capital from our subsidiaries. Additionally, we have limited experience with the regulatory oversight, supervision, and reporting requirements of the SFSA.

***We will incur significant transaction, integration and restructuring costs in connection with the Aktiv acquisition.***

We have and will incur significant transaction costs related to the Aktiv acquisition. In addition, the combined business will incur integration and restructuring costs as we integrate the Aktiv business with our business. Although we expect that the realization of benefits related to the integration of the businesses may offset these costs over time, no assurances can be made that this net benefit will be achieved in the near term, or at all, which could adversely affect our financial condition and results of operations.

***A write-off of a significant portion of the goodwill recorded in connection with the Aktiv acquisition would negatively affect the combined company's financial results.***

We have recorded a significant amount of goodwill as a result of the Aktiv acquisition. On at least an annual basis, we assess whether there has been an impairment in the value of goodwill. If the carrying value of goodwill exceeds its estimated fair value, impairment is deemed to have occurred, and the carrying value of goodwill is written down to fair value. Under accounting rules, this would result in a charge to the combined company's operating earnings. Accordingly, any determination requiring the write-off of a significant portion of goodwill recorded in connection with the Aktiv acquisition would negatively affect our results of operations.

***We may have exposure to additional tax liabilities as a result of the Aktiv acquisition.***

As a multinational corporation, we are subject to income taxes as well as non-income based taxes, in both the United States and various foreign jurisdictions. Significant judgment is required in determining our worldwide provision for income taxes and other tax liabilities. Changes in tax laws or tax rulings may have a significant adverse impact on our effective tax rate. Recent proposals by the current U.S. administration for fundamental U.S. international tax reform, including without limitation provisions that would limit the ability of U.S. multinationals to defer U.S. taxes on foreign income, if enacted, could have a significant adverse impact on our effective tax rate following the Aktiv acquisition.

***Prior to the Aktiv acquisition, Aktiv had been a privately-held company, and its new obligations for being a part of a public company may require significant resources and management attention.***

Upon consummation of the Aktiv acquisition, Aktiv and its subsidiaries became subsidiaries of our consolidated company and will need to comply with the Sarbanes-Oxley Act of 2002 and the rules and regulations subsequently implemented by the SEC and the Public Company Accounting Oversight Board. We will need to ensure that Aktiv establishes and maintains effective disclosure controls as well as internal controls and procedures for financial reporting, and such compliance efforts may be costly and may divert the attention of management.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds**

None.

**Item 3. Defaults Upon Senior Securities**

None.

**Item 4. Mine Safety Disclosures**

Not applicable.

**Item 5. Other Information**

None.

**Item 6. Exhibits**

3.1	Amended By-Laws of PRA Group, Inc. effective as of July 28, 2014 (Incorporated by reference to Exhibit 3.1 of the Current Report on Form 8-K filed on July 31, 2014).
10.1	Employment Agreement, dated February 19, 2014, by and between Geir Olsen and Aktiv Kapital AS.
31.1	Section 302 Certifications of Chief Executive Officer.
31.2	Section 302 Certifications of Chief Financial and Administrative Officer.
32.1	Section 906 Certifications of Chief Executive Officer and Chief Financial and Administrative Officer.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkable Document
101.LAB	XBRL Taxonomy Extension Label Linkable Document
101.PRE	XBRL Taxonomy Extension Presentation Linkable Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

## SIGNATURES

Pursuant to the requirements of the Exchange Act, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

PRA GROUP, INC.  
(Registrant)

Date: November 10, 2014

By:

/s/ Steven D. Fredrickson

Steven D. Fredrickson  
Chief Executive Officer, President and  
Chairman of the Board of Directors  
(Principal Executive Officer)

Date: November 10, 2014

By:

/s/ Kevin P. Stevenson

Kevin P. Stevenson  
Chief Financial and Administrative Officer, Executive  
Vice President, Treasurer and Assistant Secretary  
(Principal Financial and Accounting Officer)

**DATED 19 February 2014**

**AKTIV KAPITAL AS**

**AND**

**GEIR OLSEN**

**EMPLOYMENT AGREEMENT**

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**THIS AGREEMENT** is made the 19<sup>th</sup> February 2014

**BETWEEN:**

- (1) **AKTIV KAPITAL AS** (sucursal en Espana), with business registration number N-00282766-E, whose business address is Rd De La Avutarda 28, Madrid ("**the Company**"); and
- (2) **GEIR OLSEN**, with ID number X3529188E, whose home address is at Ronda de la avutarda 28A, 28043 Madrid, Spain ("**the Executive**").

**INTRODUCTION**

- A. Subject to and conditional on the completion of the Acquisition (as defined below), the Company will employ and the Executive has agreed to be employed by the Company on the terms and conditions set out in this Agreement which will commence operation on the Commencement Date (as defined below).
- B. This Agreement sets out the Executive's terms and conditions of employment with the company including the written particulars the Executive is entitled to receive under the Workers' Statute Act (*Estatuto de los Trabajadores*), as amended.

**IT IS AGREED** as follows:

**1. INTERPRETATION**

In this Agreement the following expressions have the following meanings:-

1. "**Acquisition**" means the acquisition of the entire issued share capital of Aktiv Kapital AS pursuant to a sale and purchase agreement dated on or about the date of this Agreement among (1) Geveran Trading Co. Ltd; (2) a wholly owned subsidiary of PRA, and/or any affiliate of PRA, as Purchaser; and (3) PRA, as Guarantor;
  2. "**Board**" means the Board of Directors from time to time of the Company or anyone any person or committee duly appointed by the Board of Directors as its representative for the purposes of this Agreement;
  3. "**Commencement Date**" means the date of completion of the Acquisition;
  4. "**Employment**" means the Executive's employment under this Agreement;
  5. "**Group**" means the Company and the Company's Associated Companies (which shall mean any holding company or any subsidiary of the Company or of such holding company from time to time);
  6. "**Group Company**" means a member of the Group and "Group Companies" will be interpreted accordingly;
  7. "**PRA**" means Portfolio Recovery Associates, Inc., a Delaware corporation;
  8. "**Working Day**" is any day of the week other than Saturday, Sunday and bank or public holidays; and
-

9. **"Termination Date"** means the date of the termination of the Employment.

2. **COMMENCEMENT OF EMPLOYMENT**

The Executive's continuous period of employment with the Group began on 19 September 2011. The Employment will continue until termination in accordance with the provisions of this Agreement.

3. **JOB TITLE**

1. The Company shall employ the Executive and the Executive shall serve the Company as CEO, Europe/EMEA or in such other capacity as the Company may from time to time require. At the commencement of this Agreement, the Executive will report to the CEO of PRA. However, the reporting structure may be changed at any time and the Executive may, in the future, report to such other person of body notified to him by the Company from time to time.
2. The Company may change the Executive's job title in its absolute discretion and as it considers necessary.
3. The Company may from time to time appoint any other person or persons to act jointly with the Executive in this appointment.

4. **PLACE OF WORK**

1. With respect to his place of work, the Executive will continue to work from the same locations as prior to the commencement of this Agreement. The Executive agrees that:
  - (a) the Executive may be required to work on a temporary or permanent basis, at any other place where the Company may be carrying on business subject to clause 7.5 below; and
  - (b) in accordance with his position and responsibility in the Group over a full region, the Executive acknowledges and agrees to make all travels throughout the world in order to perform his obligations to the Company, but unless otherwise agreed in writing.

5. **WORKING HOURS**

1. The Executive's normal working hours shall be the normal working hours of the Company, although considering the Executive's level of responsibility and role in the Company and the Group he will work such additional hours as are necessary for the proper performance of his duties.
2. The parties each agree that the nature of the Executive's position and his responsibility in the business is such that his working time cannot be measured.

6. **TERM**

1. This Agreement is signed for indefinite term. Subject to the terms of this Agreement, the Company shall employ the Executive until this Agreement is terminated by either party giving to the other written notice in accordance with clause 6.2.
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2. The Company must give the Executive 6 months' notice to terminate this Agreement and the Executive must give 6 months' notice to terminate this Agreement (or such additional notice as required by applicable statute).

## 7. **SCOPE OF DUTIES**

1. The Executive will perform such duties and responsibilities and exercise such powers as may from time to time lawfully be assigned to the Executive, consistent with his skills and experience.
  2. During the Employment the Executive shall:-
    - (a) devote the whole of his time, attention and skill during his working hours to the performance of his duties;
    - (b) faithfully and diligently perform such duties and exercise such powers consistent with them as may from time to time be assigned to or vested in him by the CEO of PRA or the Board and subject to such restrictions as the CEO of PRA or the Board may from time to time impose;
    - (c) use his best endeavours to promote, develop and protect the interests of the Group and shall not do anything that is harmful to those interests;
    - (d) obey the reasonable and lawful directions of the Board and keep the CEO of PRA at all times promptly and fully informed (in writing if so requested) of his conduct of the business of the Company and any Group Company;
    - (e) comply with all the Company's rules, regulations, policies and procedures from time to time in force;
    - (f) promptly make such reports in connection with the affairs of the Company and the performance of his duties and responsibilities and such matters and at such times as are reasonably required;
    - (g) report his own wrongdoing and any wrongdoing or proposed wrongdoing of any other executive or director of the Company or any Group Company immediately on becoming aware of it; and
    - (h) read and familiarise himself with (on a regular basis) and comply with all policies, rules and procedures (including the applicable handbook in your jurisdiction) as amended or replaced from time to time.
  3. The Executive shall if and so long as the Company requires and without entitlement to any further remuneration than is provided for in this Agreement:-
    - (a) carry out his duties on behalf of any Group Company as if they were duties to be performed by him on behalf of the Company hereunder;
    - (b) subject to suitable directors' and officers' insurance being provided by the Company at the Company's expense, act as a director or officer of any Group Company or hold any other
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appointment of office as nominee or representative of the Company or any Group Company without further compensation;

(c) comply with the articles of association (as amended from time to time) and abide by his fiduciary duties of any Group company of which he is a director; and

(d) not do anything that would cause him to be disqualified from acting as a director.

4. Subject to prior consultation with the Executive, the Company may at its sole discretion transfer this Agreement to any Group Company at any time.

5. Due to his responsibility over all jurisdictions in Europe/EMEA region where the Company and the Group operate and/or will operate, the parties expressly agree that the Company may, on providing reasonable notice to the Executive, second the Executive (either on a permanent or temporary basis) or transfer the Executive employment to another Group company provided always, however, that the terms of this Agreement will continue to apply and that should any secondment or transfer required the Executive to work outside of Spain for a period exceeding one month, the Executive has provided his prior written consent to such secondment or transfer.

## 8. INTERESTS OF THE EXECUTIVE

1. During the Employment the Executive will not be directly or indirectly engaged or concerned in the conduct of any other business or activity which is similar to or competes with any activity carried on by any Group Company (except as a representative of the Company or with the prior written consent of the Board)

2. The Executive may not hold or be interested in investments which amount to more than one percent of the issued investments of any class of any one company which is in competition with any Group Company whether or not those investments are listed or quoted on any recognised Stock Exchange or dealt in on the Alternative Investments Market.

## 9. SALARY AND BONUS SCHEME

1. The Executive will be paid a gross base salary of €437,956 per annum ("**Basic Salary**"), payable by equal monthly instalments in arrears by direct bank credit transfer on or before the last day of each calendar month. The Basic Salary payment shall be inclusive of any fees to which the Executive may be entitled as a director of the Company or any Group Company.

2. The Basic Salary will be reviewed by the Company in January of each year and a salary rise may be awarded in the absolute discretion of the Company. There is no guarantee of any salary rise but the Salary will not be adjusted downwards. Any salary increase is neither indicative nor determinative of the Executive's right to a salary increase in any subsequent year.

3. The Executive may be included in the relevant Aktiv Kapital AS Group's annual bonus program in operation from time to time. For the avoidance of any doubt, the Company may replace, amend or discontinue any such bonus scheme or schemes at any time. The Executive shall have no contractual rights to any bonus payments and such payments shall be in the absolute discretion of the Company taking into account such criteria as may be identified from time to time in its absolute discretion but which may include such criteria as personal performance, Company performance and overall Group

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performance. Without prejudice to such absolute discretion and to the specific rules of such bonus schemes as may from time to time be operated by the Company under the current scheme, the Executive will have the opportunity to earn a target bonus of a gross amount of €291,971 in connection with which the following terms will normally apply:

- (a) bonus targets are set annually (by 15 February in each calendar year);
  - (b) bonus targets consist of personal targets as well as targets relating to the Company and/or the Group and the payable amount which may be higher or lower than the target amount (ranging from zero to 200 percent of the target bonus amount), is dependent on company and personal performance or such other targets or performance criteria as identified by the Company from time to time;
  - (c) bonus payments are normally paid by 15 March of the following year, after the Company has presented its annual accounts;
  - (d) bonus payments, if any, are subject to any withholdings or deductions required by law;
  - (e) to qualify for payment of a Bonus, the Executive must still be employed and not under notice of termination of employment as at the date the Bonus is paid. No part payment of any bonus, whether calculated on a pro-rata basis or otherwise will be paid or compensation in lieu thereof;
  - (f) the Company reserves the right to amend or replace the bonus scheme from time to time (including the percentage of Salary potentially payable) save that, once bonus rules have been agreed in any year, the scheme for that year will not be amended;
  - (g) unpaid bonuses in force in the year shall not form part of the Executive's normal remuneration and, therefore, will not be taken into account with respect to calculating any payment in lieu of notice, termination pay, or redundancy or severance pay, if any. Bonuses shall also not form part of the Executive's remuneration for the purposes of any Company or Group benefit plan. The level of bonus paid by the Company to the Executive, if any, in any given year shall be neither indicative nor determinative of the Executive's right to bonus, or the level of bonus payable, in any subsequent year.
4. Any payments due to the Executive hereunder (including the Basic Salary and any bonus payments) shall be made less any necessary deductions or withholdings (including for or on account of income tax and national insurance contributions) as may be required by law.
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## 10. **BENEFITS**

1. The Executive (and his dependents where applicable) will be eligible to participate in all benefits provided to employees in accordance with the Company's policies in force from time to time, including, but not limited to, health insurance for the Executive and his dependents as currently provided.
2. The Executive's entitlement to and/or participation in any benefit scheme shall be subject to the rules of such scheme from time to time. Nothing in this Agreement shall entitle the Executive to any payment direct from the Company. The Executive understands and agrees that if any insurer fails or refuses to provide him with any benefit under any insurance arrangement provided by the Company, the Executive will have no right of action against the Company in respect of such failure or refusal.
3. The Company reserves the right to change the provider/s with whom its insurance schemes are maintained and to change the rules of the scheme for the time being in force (including, but not limited to, the basis of cover and the scale or level of benefit) or to withdraw its insurance schemes in their entirety. Copies of the applicable supporting insurance policies and any additional scheme rules are available from the HR Department. If the Executive chooses not to join any scheme he will not be entitled to any sums by way of an alternative.

## 11. **EXPENSES**

1. The Executive will be reimbursed with all reasonable out of pocket expenses wholly, exclusively and necessarily incurred on the Company's business in the performance of his duties under this Agreement.
2. This will include expenses of entertainment, subsistence and travelling subject to the Company's guidelines/allowances current from time to time and subject to the Executive producing appropriate vouchers or other acceptable evidence in support of expense claims.
3. The decision of the Company as to what constitutes "wholly, exclusively and necessarily" incurred expenses shall be conclusive.

## 12. **DEDUCTIONS**

The Executive hereby authorises the Company to deduct from any remuneration and monies due to him including any pay in lieu of notice, any money owed to the Company or any Group company, including, but not limited to any overpayment of salary or expenses or payment made to the Executive by mistake or misrepresentation or default of the Executive or otherwise, and any debt owed by the Executive to the Company or any Group Company.

## 13. **HOLIDAYS**

1. The holiday year runs from 1 January to 31 December. The Executive is entitled to holiday of 25 Working Days in each year in addition to all bank and public holidays.
  2. On termination of employment, he shall be entitled to pay in lieu of any accrued but untaken holiday. For each day's holiday that has been accrued but not taken, the Executive will be paid 1/260 of his basic salary (after statutory deductions). However, if the Executive has taken more holiday days than he is entitled to in the holiday year in which he leaves, the Executive agrees that the Company will deduct from his final salary or other monies due to him on termination a sum representing 1/260 of
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his annual salary for each such day (after statutory deductions. If no final salary payment or other monies are due, the Executive agrees that he will immediately repay the outstanding sum to the Company as a debt immediately due and payable. If any holiday in excess of the annual entitlement is taken, the Company reserves the right to deduct the appropriate number of days' pay from the Executive's salary.

3. The Executive's holiday should be taken at such times as may be convenient to the Company and the Executive must give written notice of not less than one month of his proposed holiday dates to the CEO of PRA. The Company reserves the right, on receipt of his notice of proposed holiday dates, to refuse to allow him to take holiday on those dates where there is a reasonable business justification.
4. The Executive will not, without the prior written consent of the Company, be allowed to take more than 10 Working Days' holiday consecutively at any one time.
5. The Executive is encouraged to take his full holiday entitlement and may not carry forward any days of unused holiday entitlement into the following holiday year without the express permission of the Company.
6. The Company reserves the right to require the Executive to take any unused holiday during his notice period.

#### 14. **INVENTIONS**

1. The Executive agrees that he has a special obligation to further the interests of the Company and its Group Companies with respect to any invention created or discovered by him (or in the creation or discovery of which he has participated) in the course of the employment.
  2. The Executive must disclose immediately, and promptly give full details, to the Company any discovery or invention or secret process or improvement in procedure made or discovered by the Executive during his Employment in connection with or in any way affecting or relating to the business of the Company or any Group Company or capable of being used or adapted for use in connection with any such company ("**Inventions**"), which Inventions will belong to and be the absolute property of the Company or such other person, firm, company or organisation as the Company may require without any payment to the Executive other than agreed emoluments and reimbursements of out of pocket expenses.
  3. If requested by the Board (whether during or after the termination of his employment) the Executive will at the expense of the Company:
    - (a) give and supply all such information, data, drawings and assistance as may be necessary to enable the Company to exploit any such Inventions to the best advantage; and
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- (b) execute all documents and do all things as the Company may decide is necessary or desirable for obtaining patent or other protection for the Inventions in such parts of the world as may be specified by the Company and for vesting the same in the Company or as it may direct; and
  - (c) sign, execute or do any such instrument or thing and generally use his name for the purpose of giving to the Company (or its nominee) all right and title to interest in all Inventions in the Company absolutely and as sole beneficial owner or in such other person, firm, company or organisation as the Company may require to give it, or any Group Company, the full benefit of the provisions of this clause; and
  - (d) both during and after termination of his employment at the Company's expense anywhere in the world and at any time promptly do everything (including executing documents) that may be required by the Board to defend or protect for the benefit of the Company or any Group Company all Inventions and the right and title of the Company or any Group Company to them.
4. The Executive hereby irrevocably authorises the Company to appoint a person as his attorney in his name and on his behalf to execute any documents and to do everything necessary to effect his obligations under this clause on his behalf.

## 15. **OTHER INTELLECTUAL PROPERTY**

1. The entire copyright and all similar rights (including future copyright, the right to register trade marks or service marks and the right to register designs and design rights throughout the world in works of any description produced, originated and conceived, written or made by the Executive alone or with others in the course of or in connection with his employment) ("**Works**") will vest in and belong to the Company absolutely throughout the world for the full periods of protection available in law throughout the world including all renewals and extensions.
  2. Without prejudice to clause 14, the Executive hereby assigns to the Company by way of future assignment the entire copyright and/or similar rights in all Works.
  3. The Executive will (both during and after termination of his employment) at the Company's request and expense anywhere in the world and at any time promptly disclose to the Company all Works and will do everything (including executing documents) that may be required by the Board to register, assure, defend or protect the rights of the Company in all Works.
  4. The Executive hereby irrevocably authorises the Company to appoint a person as his attorney in his name and on his behalf to execute any documents and to do everything necessary to effect the obligations of the Executive under this clause on the Executive's behalf.
  5. For the purpose of clause 14 and this clause, the Executive to the extent permitted by law, hereby irrevocably and unconditionally waives in favour of the Company all rights, including moral rights conferred on him in respect of any Inventions or Works in which the copyright is vested in the Company under clause 14, this clause or otherwise.
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6. If the Company shall at any time make an award or give any other form of recognition or benefit to the Executive in respect of an Invention or Works this shall not be deemed to be construed in any way as a waiver or diminution of the Company's rights under this Agreement.
7. The covenants imposed on the Executive by clauses ý14 and ý15 shall bind the Executive both during and after his employment and shall be binding upon the personal representatives of the Executive in the event of his death.

**16. CONFIDENTIAL INFORMATION**

1. In this Agreement, Confidential Information shall include, but is not limited to, the Company's and the Group's trade secrets, details of suppliers and their terms of business, details of customers and their requirements, the prices charged to and terms of business with customers, recruiting efforts and strategy, marketing plans and sales forecasts, financial information, results and forecasts (save to the extent that these are included in published audited accounts), any proposals relating to the acquisition or disposal of a company or business or any part thereof or to any proposed expansion or contraction of activities, details of executives and officers and of the remuneration and other benefits paid to them, information relating to research activities, inventions, secret possessions, designs, formulae, and product lines, financial structure and performance and information which the Executive is aware or should reasonably be aware of or has been told is confidential and any information that has been given to the Company or any Group Company in confidence by customers, suppliers or other persons. The Executive will use his best endeavours to prevent the unauthorised copying use or disclosure of such information.
  2. Save as required by law the Executive shall not, either during the Employment (except in the proper performance of his duties or as required by law) or at any time (without limit) after the Termination Date:
    - (a) divulge or communicate to any person, company, business entity or other organisation any Confidential Information;
    - (b) copy or reproduce in any form or by or on any media or allow others to access or copy or reproduce any Confidential Information;
    - (c) use any Confidential Information for his own purpose or for any purposes other than those of the Company or any Group Company;
    - (d) send, transmit, transfer or forward any Confidential Information to a private email account or any unauthorised recipient;
    - (e) through any failure to exercise due care and diligence, cause any unauthorised disclosure of any trade secrets or Confidential Information relating to the Company or any Group Company; or
    - (f) so that those restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through the default of the Executive, or which the Executive shall be required to divulge by law (provided that the Executive shall give prior written notice to the Company of the requirement to disclose and the information and allow the Company to comment).
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3. The undertakings and covenants in this clause shall be directly enforceable by the Company or any Group Company enjoying the benefit thereof and the Company may also enforce the same for the benefit of any Group Company as well as for its own benefit.
4. The Executive agrees that the restrictions set out above in this clause are in addition to and shall not affect all other express and implied duties of confidentiality owed by the Executive to the Company and shall survive the termination or expiry (howsoever arising) of his employment with the Company.

## 17. **POST-TERMINATION RESTRICTIVE COVENANTS**

1. In this clause:
    - (a) **“Company Goods”** means any product researched into, developed, manufactured, distributed or sold by the Company with which the duties of the Executive were concerned or for which he was responsible during the 12 months immediately preceding the Termination Date;
    - (b) **“Company Services”** means any services (including but not limited to technical and product support, technical advice and customer services) supplied by the Company with which the duties of the Executive were materially concerned or for which he was directly or ultimately responsible during the 12 months immediately preceding the Termination Date;
    - (c) **“Prospective Customer”** means any person, firm, company or other organisation whatsoever to whom the Company has offered to supply Company Goods or Company Services or the purchase of accounts or debt, or to whom the Company has provided details of the terms on which it would or might be willing to supply Company Goods or Company Services or the purchase of accounts or debt, or with whom the Company has had any negotiations or discussions regarding the possible supply of Company Goods or Company Services or the purchase of accounts or debt during and in respect of whom the Executive had access to Confidential Information or with whose prospective customer the Executive has had material dealings on behalf of the Company during 12 months immediately preceding the Termination Date;
    - (d) **“Restricted Area”** means Europe;
    - (e) **“Restricted Business”** means those of the businesses of the Company and the Group Companies at the Termination Date with which the Executive was involved to a material extent during the period of 12 months ending on the Termination Date;
    - (f) **“Restricted Customer”** means any firm, company or other person to whom or which, during the period of 12 months ending on the Termination Date, the Company supplied Company Goods or Company Services or the purchase of accounts or debt or was in the habit of dealing with the Company or any Group Company and in respect of whom the Executive had access to Confidential Information or with whom the Executive had material dealings during that 12 month period; and
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- (g) **“Restricted Employee”** means any person who, at the Termination Date, either:-
- (i) was employed by the Company or any Group Company at a level at least equal to the Executive and was a person with whom the Executive had material contact; or
  - (ii) was employed by the Company or any Group Company and reported to the Executive directly or indirectly at any time during the 12 months prior to the Termination Date.

2. The Executive will not:

- (a) for a period of 12 months after the Termination Date, canvass solicit or entice away or assist in soliciting or endeavour to canvas, solicit, entice away from the Company or any Group Company the business or custom of a Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
  - (b) for a period of 12 months after the Termination Date, accept or facilitate the acceptance of, or deal with the custom or business of any Restricted Customer with a view to providing goods or services to that Restricted Customer in competition with any Restricted Business;
  - (c) for a period of 12 months after the Termination Date, solicit, induce, entice away or offer employment to or engage or otherwise endeavour to solicit, induce or entice away from the Company or any Group Company any Restricted Employee;
  - (d) for a period of 12 months after the Termination Date, canvass, solicit or entice away or assist in canvassing, soliciting or enticing away the custom or business of any Prospective Customer with a view to providing goods or services to that Prospective Customer in competition with any Restricted Business;
  - (e) for a period of 12 months after the Termination Date, accept or facilitate the acceptance of, or deal with, in competition with the Company or any Group Company the custom or business of any Prospective Customer with a view of providing goods or services to that Prospective Customer in competition with any Restricted Business;
  - (f) for a period of 6 months after the Termination Date, in competition with the business of the Company or any Group Company within the Restricted Area establish, carry on, be employed concerned, interested in or engaged in or perform services the same as or competitive or about to be competitive with the Restricted Business.
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3. Nothing in this clause shall prohibit the Executive seeking or procuring customers or doing business not related to the Restricted Business.
  4. For any period the Executive is placed on garden leave in accordance with clause 21 below, such period shall reduce the period of restrictions identified in clause 17.2 above.
  5. The obligations imposed on the Executive by this clause extend to him acting not only on his own account but also on behalf of any other firm, company or other person whether as principal, shareholder, director, Executive, agent, consultant, partner or in any other capacity whatsoever and shall apply whether the Executive acts directly or indirectly. For the avoidance of doubt the obligations imposed on the Executive by this clause shall not apply in respect of any activities as the Board may agree in writing with the Executive.
  6. The Executive understands and acknowledges that due to his position in the Company and any Group Company he will have access to Confidential Information vital to the continued success of the Company and any Group Company, together with influence over and connection with the Company's and/or any Group Company's customers, prospective customers and executives. He therefore agrees that the provisions of this clause are reasonable in their application to him and necessary, but not more than sufficient, to protect the legitimate interests of the Company and any Group Company.
  7. The undertakings contained in this clause shall be directly enforceable by the Company or any Group Company enjoying the benefit thereof and the Company may also enforce the same for the benefit of any Group Company as well as for its own benefit.
  8. Each of the covenants and obligations on the Executive's part contained in each part of this clause shall be deemed to be separate and severable and enforceable by the Company accordingly. In the event that any of the restrictions shall be held void but would be valid if part of the wording thereof was deleted, such restriction shall apply with such deletion as may be necessary to make it valid and effective. If any restriction is found to be unenforceable for any reason, this will not affect the validity or enforceability of any other covenants.
  9. Where this clause refers to the Group Company the said clauses will with respect to each Group Company constitute a separate and distinct covenant and the invalidity or unenforceability of any such covenant shall not affect the validity or enforceability of the remaining covenants in favour of the Company or any Group Company provided always that this clause shall only apply to those Group Companies to whom the Executive has given his services, or with whom he was concerned, in the 12 months immediately preceding the Termination Date.
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10. If the Executive applies for or is otherwise offered employment or an engagement, appointment or consultancy at any time during his employment with the Company or at any time prior to the expiry of the obligations contained in clause 17.2 of this Agreement, the Executive will provide a copy of this clause 17 to the person or entity that he has applied to or has made such offer.
11. The Executive agrees that the Company's remedies at law for breach or threat of breach by the Executive of the provisions of this clause 17 or clause 16 may be inadequate, and that the Company shall be entitled to an injunction or injunctions to prevent breaches of such provisions and to enforce specifically such provisions, in addition to any other remedy to which the Company may be entitled at law or in equity.
12. The Executive shall not, at any time after the Termination Date, either on his own behalf or on behalf of any other person, firm or company directly or indirectly falsely represent himself as being in any way connected with or interested in the business of the Company or use any name which is identical or similar to or likely to be confused with the name of the Company or any product or service produced or provided by the Company.
13. Both during his employment and from the Termination Date, the Executive will not at any time thereafter make any disparaging, untrue or misleading oral or written statement concerning the business and affairs of the Company and the Group or their respective current or former directors, officers, executives, consultants or shareholders.
14. As a compensation for the restrictions set out in this clause, the Executive shall receive a gross amount of 100% of the Basic Salary at the Termination, for the period of non compete, which will be paid in 12 monthly instalments. Regardless of the provision included in 17.11 in case the Executive breaches any of the obligations in this clause the payments to the Executive will cease and the Executive will be obliged to return every amount received as compensation for the non competition covenant.

## 18. **TERMINATION OF CONTRACT**

1. In the event the Executive's employment is terminated on notice by either party in accordance with clause 6 above, the Company may, in its absolute discretion, make a payment in lieu of all or part of the outstanding notice period, calculated by reference to the Executive's Basic Salary only.
  2. Subject to compliance with local law, the Executive's employment may be terminated by the Company at any time without notice, payment in lieu of notice or compensation in lieu thereof for cause which shall include (without limitation) if he:
    - (a) fails to perform his duties to a standard satisfactory to the Board, after having received a written warning from the Company relating to the same;
    - (b) commits an act of gross misconduct or any serious breach or repeated or continued (after warning) material breach of his obligations under this Agreement;
    - (c) materially fails to follow a lawful and reasonable direction;
    - (d) he is guilty of conduct set out in the Company's dismissal and disciplinary procedures which warrants dismissal without notice or is guilty of conduct which in the reasonable opinion of the Board brings, or which could bring, the Company or any Group Company into disrepute
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(or bring himself into disrepute in circumstances which have or could have a material adverse effect on the Company or any Group Company);

- (e) commits an act of fraud or dishonesty;
  - (f) commits any act of negligence, neglect of duty which is serious or mismanages the business of the Company or any Group Company;
  - (g) is declared bankrupt or otherwise enters into any arrangement with his creditors or has an interim order made against him under the applicable regulations or has compounded with or makes any arrangement with his creditors generally;
  - (h) is prevented by applicable law or regulation from performing any part of his duties;
  - (i) is convicted of any criminal offence, and in the case of a motoring offence, this results in imprisonment;
  - (j) becomes of unsound mind or a patient within any statute relating to mental health; or
  - (k) refuses (without reasonable cause) to accept the novation by the Company of this Agreement, or an offer of employment on terms no less favourable to him than the terms of this Agreement, by a company which, as a result of re-organisation, amalgamation or reconstruction of the Company, acquires or agrees to acquire not less than 90 percent of the issued equity of share capital of the Company.
3. In case the termination is declared unfair (*despido improcedente*) by definitive judgement or unilaterally by the Company, the Executive shall be entitled to gross severance pay equal to 12 months Basic Salary at the time of termination.
4. The above severance compensation will include and absorb any severance compensation that the Executive shall be entitled under the relevant regulations in force from time to time.
5. For the avoidance of any doubt the Executive is not entitled to severance pay if he terminates the employment, or if he is terminated without notice due to a material breach of contract. Nor is the Executive entitled to severance pay if his Employment ends due to the Executive's reaching of the retirement age.

## 19. **SUSPENSION**

- 1. The Company may suspend the Executive in order to investigate any allegation of misconduct against the Executive.
  - 2. Throughout any such period of suspension or exclusion, the Executive shall continue to receive his normal salary and other contractual benefits to which he is entitled under this Agreement.
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## 20. RETURN OF COMPANY PROPERTY

Upon the termination of the Executive's employment for whatever reason, and at any time at the request of the Company, the Executive shall immediately return to the Company all property that belongs to the Company or any Group Companies including:-

- (a) any computer, printer or other such equipment, and all computer discs and other software. If the Executive has a password for any computer, the detail of the password;
- (b) all documents in whatever form, including any copies or summaries of the same and including the Executive's working notes;
- (c) all other property belonging or relating to any of the Group Companies including but not limited to all copies of Confidential Information whether or not lawfully made or obtained (and the Executive shall delete Confidential Information from any document comprising a re-usable medium).

## 21. GARDEN LEAVE

1. Due to the specific position of the Manager and his access to relevant and sensible information, the Parties agree that, if either party gives notice to terminate the Employment the Company will be entitled to require the Executive to comply with any or all of the provisions below for all or part of the period of notice (the "**Garden Leave Period**").
  2. The Executive will not, without prior written consent of the Board, be employed or otherwise provide services to any third party, whether or not of a business nature during the Garden Leave Period. Further, the Executive will not, unless requested by the Company:-
    - (a) enter or attend the premises of the Company or any other Group Company; or
    - (b) contact or have any communication with any customer or client of the Company or any other Group Company in relation to the business of the Company or any other Group Company; or
    - (c) contact or have any communication with any Executive, officer, director, agent or consultant of the Company or any other Group Company in relation to the business of the Company or any other Group Company; or
    - (d) remain or become involved in any aspect of the business of the Company or any other Group Company except as required by such companies.
  3. The Company may, if it considers necessary, in its absolute discretion:
    - (a) assign the Executive to other duties;
    - (b) request that the Executive be available by telephone during normal business hours; and
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(c) instruct the Executive not to access or procure others to access the Company or Group database or Computer Systems.

4. The Company may require the Executive:-

(a) to comply with the provisions of clause 20; and

(b) to immediately resign from any directorship which he holds in the Company, any other Group Company or any other company where such directorship is held as a consequence or requirement of the Employment, unless he is required to perform duties to which any such directorship relates, in which case he may retain such directorships while those duties are ongoing. The Executive hereby irrevocably appoints the Company to be his attorney to execute any instrument and do anything in his name and on his behalf to effect his resignation if he fails to do so in accordance with this clause.

5. During the Garden Leave Period, the Executive will be entitled to receive his salary and all contractual benefits in accordance with the terms of this Agreement. Any unused holiday accrued at the commencement of the Garden Leave Period and any holiday accrued during any such period will be deemed to be taken by the Executive during the Garden Leave Period.

6. At the end of the Garden Leave Period, the Company may, at its sole and absolute discretion, pay the Executive salary alone in lieu of the balance of any period of notice given by the Company or the Executive (less any deductions the Company is required by law to make).

7. All the duties of the Employment (whether express or implied), including without limitation the Executive's duties of fidelity, good faith and exclusive service, shall continue throughout the Garden Leave Period save as expressly varied by this clause. The Executive will continue to be employed by the Company and must not be employed or provide services to a third party.

## 22. **DIRECTORSHIPS**

1. The Executive agrees that upon the termination of his employment for whatever reason he will resign all Company directorships in the Company or any Group company and will sign all necessary forms for such purpose.

2. If the Executive does not resign as an officer of the Company or any Group Company, having been requested to do so in accordance with this clause the Company will be appointed as his attorney to effect his resignation. By entering into this Agreement, the Executive irrevocably appoints the Company as his attorney to act on his behalf to execute any document or do anything in his name necessary to effect his resignation in accordance with this clause. If there is any doubt as to whether such a document (or other thing) has been carried out within the authority conferred by this clause, a certificate in writing (signed by any director or other secretary of the Company) will be sufficient to prove that the act or thing falls within that authority.

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3. The termination of any directorship or other office held by the Executive will not terminate the Executive's employment or amount to a breach of terms of this agreement by the Company.
4. During the Employment the Executive will not do anything which could cause him to be disqualified from continuing to act as a director of any Group Company. The Executive must not resign his office as a director of any Group Company without the Agreement of the Company.

## 23. **DATA PROTECTION**

1. The Company or its Group Companies will hold, subject to mandatory local law, personal information about the Executive that will include details such as his name, address, age, bank details and emergency contact details. The Company or its Group Companies may also hold sensitive personal information (i.e. sensitive personal data as defined in the applicable regulations) about the Executive, for example, health and sickness information.
2. Personal information may, subject to mandatory local law, be obtained from various sources including the Executive's application form, references, medical assessments, appraisals, other performance assessments, appropriate personnel within the Company, customers, suppliers and other third parties.
3. The Company will, subject to mandatory local law, process the Executive's personal information, including any sensitive personal information, for purposes connected with his employment, including, but not limited to, for example, salary and payroll, pension/life assurance, holiday entitlement, health and sickness records and assessments, disciplinary purposes, performance and references and the Company may disclose the Executive's personal data to third parties for these purposes.
4. Given the international nature of the Group's activities, a Group company may need to transfer personal data to another Group company, to governmental, regulatory or judicial authorities, auditors, legal advisors and agents as well as sub-contractors such as third party payroll, benefit or personnel administrators who may be located in countries outside the EEA (European Economic Area) including in the US whose data protection laws may not be equivalent to those in the EEA. Where there is such a transfer the Group company maintains appropriate measures to safeguard such personal data. The Executive has a right to access personal data that the Group holds about him.
5. By signing this Agreement the Executive will explicitly consent to the processing of his personal information as described.
6. The Executive agrees to comply with all legal requirements in relation to such data and to abide by the Company's and any applicable Group company data protection policy issued from time to time.

## 24. **EXECUTIVE'S REPRESENTATIONS AND UNDERTAKINGS**

1. The Executive represents and warrants that:
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- (a) he is permitted to live and work in Spain and if these circumstances change he will immediately inform the Company thereof;
  - (b) he is not a party to any restrictions agreement, contract (whether of employment or otherwise), court order or understanding or subject to any prohibition or restraint imposed by any regulatory body which would in any way restrict or prohibit him from undertaking or performing any of the duties of his employment in accordance with this Agreement;
  - (c) there are no matters or circumstances which, if known to the Company at the date of this Agreement, would mean that the Company would withdraw the offer of employment or would entitle the Company to terminate the Executive's employment and there are no circumstances in existence which are likely to give rise to an insolvent act occurring in relation to the Executive during the employment;
  - (d) as far as the Executive is aware, there is not threatened or pending, any action, suit or proceeding, investigation or inquiry before or by any court or other governmental or self-regulatory authority to which the Executive is a party or which concerns the Executive and the Executive is not aware of any circumstances which are likely to give rise to any such action, suit, proceeding, investigation or inquiry. The Executive agrees that he will report to the Company promptly in writing any pending or threatened regulatory or legal actions or, litigation or investigations involving the Executive, the Company or the Group or the reputation of the Executive or the Executive's ability to continue to fulfil his responsibilities with respect to the Company or the Group and such actions will be reported no later than five calendar days following the date on which the Executive becomes aware of the action and determines that it may have such effect;
  - (e) has not used or disclosed, and will not use or disclose, any confidential or proprietary information of any prior employer, partnership or business (save for information obtained during his time as a member of the Company) in connection with his duties for the Company and Group;
  - (f) all information supplied by the Executive to the Company as to his background, employment history, work experience and academic record are correct, accurate and not misleading, with no material omissions; and
  - (g) he has completed any background check or consent form as requested and the information provided in such background check or consent form is true, accurate and not misleading and that there are no material omissions.
2. If at any time the representations and warranties set out above are not fulfilled, the Executive's employment may be terminated without notice, payment in lieu of notice or any other compensation thereof.
3. The Executive undertakes not to disclose or communicate any terms of this Agreement to any other Executive of the Company or to any third party (other than for the purpose of obtaining professional advice).
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25. **MONITORING**

In signing this Agreement, the Executive expressly agrees to the Company, in compliance with the restrictions of local law, monitoring his performance at work, his conformity with Company rules, standard of conduct and policies in force from time to time and to ensure he is not using the Company's facilities for any unlawful purposes. Subject to compliance with local laws, such monitoring may take the form of interception of communications, for example opening and reviewing post addressed to or sent by him (including faxes and correspondence marked private and confidential but addressed to him at his place of work) on a daily basis. The Executive's use of Company facilities such as e-mail, the internet, photocopying and telephones may also be monitored and/or recorded, where applicable, in accordance with lawful business practice from time to time. Disciplinary action, up to and including summary dismissal, may be taken where there has been inappropriate use of the Company's facilities.

26. **COLLECTIVE AGREEMENTS**

As the Executive holds a managerial position in the Company his employment relationship will not be bound by any Collective Agreements that may be applicable to the Company from time to time.

27. **GOVERNING LAW**

This Agreement shall be governed by and construed by the laws of Spain and each of the parties hereto shall submit to the jurisdiction of the Courts of Spain.

28. **NOTICES**

1. Any notices to be given under this Agreement shall be in writing. Notice to the Executive shall be sufficiently served by being delivered personally to him or by being sent by registered post addressed to him at his usual or last known address.
2. Notice to the Company shall be sufficiently served by being delivered to the Company Secretary or by being sent by registered post to the registered office of the Company. Any notice so posted shall be deemed served upon the third day following that on which it was posted.

29. **WHOLE AGREEMENT**

1. This Agreement supersedes and replaces any previous written or oral agreement between the parties with respect to the Executive's employment including, but not limited to, the employment agreement dated 8 September 2011 which is replaced in its entirety. It contains the whole agreement between the parties relating to the Employment at the date the Agreement was entered into (except for those terms implied by law which cannot be excluded by the agreement of the parties). The Executive acknowledges that he has not been induced to enter into this Agreement by nor is he relying on any understanding, representation, warranty, promise, or undertaking (whether innocently or negligently made) not expressly incorporated into it in entering into this Agreement. The Executive agrees and acknowledges that his only rights and remedies in relation to any representation, warranty or undertaking made or given in connection with this Agreement (unless such representation, warranty or undertaking was made fraudulently) will be for breach of the terms of the Agreement, to the exclusion of all other rights and remedies (including those in tort or arising under statute).
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2. Neither party's rights or powers under this Agreement will be affected if:-
- (a) one party delays in enforcing any provision of this Agreement; or
  - (b) one party grants time to the other party.
3. If either party agrees to waive his rights under a provision of this Agreement, that waiver will only be effective if it is in writing and is signed by him. A party's agreement to waive any breach of any term or condition of this Agreement will not be regarded as a waiver of any subsequent breach of the same term or condition or a different term or condition.

### 30. MISCELLANEOUS

1. This Agreement may only be modified by the written agreement of the parties.
2. References in this Agreement to rules, regulations, policies, handbooks or other similar documents which supplement it, are referred to in it or describe any pensions or other benefits arrangement are references to the versions or forms of the relevant documents as amended or updated from time to time.

### 31. ASSIGNMENT

The Company or any other Group company as applicable from time to time may transfer or assign its rights under this Agreement to its successors in title. The Executive may not assign his rights and obligations under this Agreement.

**IN WITNESS WHEREOF**, this Agreement is executed as a DEED and is delivered on the date of this Agreement by:

Executed as a deed by **AKTIV KAPITAL AS**

acting by Harald Thorstein,

a Director, /s/ Harald Thorstein Director

in the presence of:

Witness signature: /s/ Bart Veldhuzer

Witness name: Bart Veldhuzer

Witness occupation: Consultant

Witness address: Rosemary Cottage

TN14bjN, IDE Hill, UK

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Executed as a deed by

**GEIR OLSEN** /s/ Geir Olsen

in the presence of:

Witness signature: /s/Martin Sjolund

Witness name: Martin Sjolund

Witness occupation: Strategy Director

Witness address: 3 Eddiscombe Rd

SWG 4TZ, London, UK

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Exhibit 31.1

I, Steven D. Fredrickson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of PRA Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the periods covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 10, 2014

By: /s/ Steven D. Fredrickson

Steven D. Fredrickson  
Chief Executive Officer, President and  
Chairman of the Board of Directors  
(Principal Executive Officer)

Exhibit 31.2

I, Kevin P. Stevenson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of PRA Group, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the periods covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
1. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 10, 2014

By: /s/ Kevin P. Stevenson

Kevin P. Stevenson  
Chief Financial and Administrative  
Officer, Executive Vice President,  
Treasurer and Assistant Secretary  
(Principal Financial and Accounting Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of PRA Group, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven D. Fredrickson, Chief Executive Officer, President and Chairman of the Board of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: November 10, 2014

By: /s/ Steven D. Fredrickson  
Steven D. Fredrickson  
Chief Executive Officer, President and  
Chairman of the Board of Directors  
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of PRA Group, Inc. (the "Company") on Form 10-Q for the quarter ended September 30, 2014 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Kevin P. Stevenson, Chief Financial and Administrative Officer, Executive Vice President, Treasurer and Assistant Secretary of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

Date: November 10, 2014

By: /s/ Kevin P. Stevenson  
Kevin P. Stevenson  
Chief Financial and Administrative Officer,  
Executive Vice President, Treasurer and  
Assistant Secretary  
(Principal Financial and Accounting Officer)

