100698|368

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

# MR01
## Particulars of a charge

Companies House

**Go online to file this information**
www.gov.uk/companieshouse

**A fee is be payable wit**
Please see 'How to pay' c

THURSDAY

*L5I14S9L*
LD4 20/10/2016 #116
COMPANIES HOUSE

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

✗ **What this form is NOT**
You may not use this form register a charge where th instrument Use form MR

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

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

For official use

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

All fields are mandatory unless specified or indicated by *

## 1 Company details

| | |
|---|---|
| Company number | 0 1 9 5 4 1 0 9 |
| Company name in full | HARPMANOR LIMITED |

## 2 Charge creation date

| | |
|---|---|
| Charge creation date | d 1 d 3 m 1 m 0 y 2 y 0 y 1 y 6 |

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

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

| | |
|---|---|
| Name | THE ROYAL BANK OF SCOTLAND PLC |
| Name | |
| Name | |
| Name | |

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

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

MR01
Particulars of a charge

## 4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

NOT APPLICABLE

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

## 5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

## 6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☑ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☑ **Yes**

## 7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☑ **Yes**

☐ **No**

## 8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

## 9 Signature

Please sign the form here

Signature

Signature

X Latham & Watkins X

This form must be signed by a person with an interest in the charge

MR01
Particulars of a charge

## Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record

Contact name DAVID ANDERSON
Company name LATHAM & WATKINS
Address 99 BISHOPSGATE
Post town LONDON
County/Region
Postcode E C 2 M 3 X F
Country ENGLAND
DX
Telephone 020 7710 1000

## Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

## Checklist

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

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

## Important information

**Please note that all information on this form will appear on the public record**

## How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'

## Where to send

**You may return this form to any Companies House address However, for expediency, we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

**For companies registered in Scotland**
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

## Further information

For further information, please see the guidance notes on the website at www gov uk/companieshouse or email enquiries@companieshouse gov uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1954109

Charge code. 0195 4109 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th October 2016 and created by HARPMANOR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th October 2016.

120

Given at Companies House, Cardiff on 27th October 2016

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument, delivered as part of this application for registration under section 859A of the Companies Act 2006, is a correct copy of the original security instrument

Signed D. ANDERSON

Date 19.10.2016

EXECUTION VERSION

**13 October 2016**

# THE ENTITIES LISTED AT SCHEDULE 1 HERETO

(as the Supplemental Chargors)

and

# THE ROYAL BANK OF SCOTLAND PLC

(as the Security Agent)

---

# SUPPLEMENTAL SECURITY DEED

---


LATHAM&WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel +44 20 7710 1000
www lw com

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**THIS SUPPLEMENTAL SECURITY DEED** is made on 13 October 2016

**BETWEEN**

(1) **THE ENTITIES LISTED IN SCHEDULE 1 HERETO** as supplemental chargors (the "**Supplemental Chargors**"), and

(2) **THE ROYAL BANK OF SCOTLAND PLC**, as the security trustee for itself and the other Secured Parties (the "**Security Agent**")

**RECITALS**

This deed is supplemental to the Existing Fixed and Floating Charges (as defined below)

**IT IS AGREED AS FOLLOWS**

## 1. INTERPRETATION

### 1.1 Definitions

Unless otherwise defined in this deed, terms defined in the 2015 Fixed and Floating Charge (as defined below) shall have the same meaning when used in this deed

In addition, the following definitions shall also apply in this deed

"**2007 Fixed and Floating Charge**" means the fixed and floating charge entered into by the Supplemental Chargors in favour of the Security Agent dated 15 November 2007,

"**2013 Fixed and Floating Charge**" means the fixed and floating charge entered into by the Supplemental Chargors in favour of the Security Agent dated 27 September 2013,

"**2015 Fixed and Floating Charge**" means the fixed and floating charge entered into by the Supplemental Chargors in favour of the Security Agent dated 24 April 2015,

"**Collection Accounts**" means the Bank Accounts listed in Schedule 5 (*Collection Accounts*) and any other Bank Account of a Securitisation Originator agreed with the Security Agent into which receipts relating to loans sold to a Securitisation SPV as part of a Permitted Securitisation are paid,

"**Existing Fixed and Floating Charges**" means the 2007 Fixed and Floating Charge, the 2013 Fixed and Floating Charge and the 2015 Fixed and Floating Charge

"**FinCo**" means Jerrold FinCo plc (formerly known as Finance Your Property Limited) registered in England and Wales with company number 04949914,

"**FinCo Proceeds Loan Agreement**" means the loan agreement entered into by FinCo as lender and the Company as borrower and dated on or about the date of this Deed, pursuant to the terms of which FinCo makes available to the Company the proceeds of the issue of High Yield Senior Secured Notes (as defined in the Intercreditor Agreement),

"**Intercreditor Agreement**" means the Intercreditor agreement dated 9 November 2007 between the Company the Company and certain of its subsidiaries listed in part 1 of schedule 1 thereto as original borrowers, the Company and certain of its subsidiaries listed in part 1 of schedule 1 thereto as original guarantors, the Senior Lenders (as defined therein), The Royal Bank of Scotland plc as agent of the other Senior Finance Parties (as defined therein), The

Royal Bank of Scotland plc as security trustee for the Secured Parties (as defined therein), as amended and restated pursuant to an amendment and restatement agreement dated 28 August 2012 and as further amended and restated pursuant to an amendment and restatement agreement dated on or about the date hereof, and

"**Relevant Agreement**" means

(a) the FinCo Proceeds Loan Agreement, and

(b) each other agreement designated as a Relevant Agreement by the Security Agent and the Company in writing

1 2 **Construction**

The provisions of clauses 1 2 (*Construction*) to 1 6 (*Intercreditor Agreement*) of the 2015 Fixed and Floating Charge will be deemed to be set out in full in this deed, but as if references in those clauses to the "Deed" and other similar expressions were references to this deed

## 2. UNDERTAKING TO PAY

2 1 **Payment of Liabilities**

Each Supplemental Chargor, as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties), that it shall pay and discharge the Liabilities when due in accordance with the terms of the Secured Documents or, if they do not specify a time for payment, immediately on demand by the Security Agent

2 2 **Proportionate Payment**

Each sum appropriated by the Security Agent in accordance with the Secured Documents or towards payment of a particular part of the Liabilities shall to the extent of that appropriation discharge each Supplemental Chargor's obligations in respect of the Liabilities both to any Secured Party to which the same is owed and to the Security Agent

## 3. CHARGING PROVISIONS

3 1 **Specific Security**

Each Supplemental Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charges in favour of the Security Agent (as trustee for the Secured Parties)

(a) by way of first legal mortgage, all Real Property in England and Wales now belonging to it, and

(b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future,

(c) by way of first fixed charge, all its present and future

(i) Book Debts,

(i) monies standing to the credit of its Bank Accounts (other than the Collection Accounts) and all of its rights, title and interest in relation to the Bank Accounts,

(ii) Investments, Subsidiary Shares (including, but not limited to, those set out in Schedule 4 (*Investments*)) and all corresponding Related Rights,

(iii) uncalled capital and goodwill,

(iv) Intellectual Property (including, but not limited to, that set out in Schedule 6 (*Intellectual Property*)),

(v) plant and machinery, and

(vi) Insurances (including, but not limited to, those set out in Schedule 3 (*Insurances*)) and all related proceeds, claims of any kind, returns of premium and all other benefits, and

(d) to the extent that any assignment in Clause 3 2 (*Security Assignment*) is ineffective as an assignment, all its rights, title and interest and claims under the Relevant Agreements

3 2 **Security Assignment**

(a) As further continuing security for the payment of the Liabilities, each Supplemental Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Relevant Agreements to which it is a party

(b) Each Supplemental Chargor shall remain liable to perform all its obligations under the Relevant Agreements to which it is a party

(c) Notwithstanding the other terms of this clause, prior to the occurrence of an Enforcement Event, each Supplemental Chargor may, subject to the other terms of the Secured Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements

3 3 **Floating Charge**

(a) As further continuing security for the payment of the Liabilities (whether of that or any other Supplemental Chargor), each Supplemental Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged under Clause 3 1 (*Specific Security*)), but excluding any Collection Account in which it has an interest.

(b) The floating charge created by each Supplemental Chargor pursuant to Clause 3 3(a) (*Floating Charge*) above is a **qualifying floating charge** for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act

## 4. RESTRICTIONS

4 1 **Security**

Except for the Existing Fixed and Floating Charges, no Supplemental Chargor shall create or permit to subsist any Security over any Charged Asset, nor do anything prohibited by clause 21 3 (*Negative Pledge*) of the Facility Agreement, except as permitted by that clause

4 2 **Disposal**

No Supplemental Chargor shall (nor shall any Supplemental Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or

involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset or dispose of the equity of redemption in respect of all or any part of the Charged Assets, except as permitted by clause 21 4 (*Disposals*) of the Facility Agreement

## 5. INCORPORATION OF TERMS FROM EXISTING SECURITY

(a) The provisions of clause 5 3 (*Ranking*) to clause 6 2 (*Recourse*) and Clause 7 3 (*Further assurance*) to Clause 43 (*Counterparties*) of the 2015 Fixed and Floating Charge shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to

(i) "this Deed" and other similar expressions were a reference to this deed,

(ii) "Chargor" was a reference to each Supplemental Chargor under this deed,

(iii) "Charged Assets" (including references to relevant specific assets within the Charged Assets), was a reference to the assets charged under this deed, and

(iv) "Intercreditor Agreement" was a reference to the Intercreditor Agreement (as defined in this deed)

(b) The representations and warranties made in clause 16 of the 2015 Fixed and Floating Charge and incorporated by reference into this deed shall be made on the date hereof by reference to the facts and circumstances on that date

## 6. THE DEBENTURE

The Existing Fixed and Floating Charges shall remain in full force and effect as supplemented by this deed

## 7. ACKNOWLEDGEMENT BY THE SECURITY AGENT

The Security Agent acknowledges and confirms that

(a) the creation of any Security pursuant to (and the compliance by a Supplemental Chargor with the terms of) this deed does not and will not constitute a breach of any representation, warranty or undertaking in the Existing Fixed and Floating Charges, and

(b) the performance of, and compliance with, any undertaking, requirement or obligation by a Supplemental Chargor under this deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Existing Fixed and Floating Charges and further, the performance of, and compliance with, any undertaking, requirement or obligation by a Supplemental Chargor under the Existing Fixed and Floating Charges will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by a Supplemental Chargor under this deed

## 8. FAILURE TO EXECUTE

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions

## 9. NOTICES

Any communication under this Deed or any other Secured Document or Finance Document created by or under this Deed, shall be made and given in accordance with the terms of clause 25 (*Notices*) of the Intercreditor Agreement

## 10. GOVERNING LAW AND JURISDICTION

(a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law

(b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligations arising out or in connection with this Agreement) (a "**Dispute**)

(c) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

(d) This Clause 10 is for the benefit of only the Secured Parties As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions

**IN WITNESS whereof this Supplemental Security Deed has been duly executed as a deed and is delivered on the date first above written**

## SCHEDULE 1

## SUPPLEMENTAL CHARGORS

| Name of Chargor | Registration number (or equivalent, if any) |
|---|---|
| Jerrold Holdings Limited | 02939389 |
| Auction Finance Limited | 04949929 |
| Blemain Finance Limited | 01185052 |
| Bridging Finance Limited | 03166982 |
| Bridgingfinance co uk Limited | 04159852 |
| Cheshire Mortgage Corporation Limited | 02613335 |
| Classic Car Finance Limited | 03237779 |
| Factfocus Limited | 01402330 |
| General Allied Properties Limited | 03099840 |
| Harpmanor Limited | 01954109 |
| Jerrold FinCo plc (formerly known as Finance Your Property Limited) | 04949914 |
| Jerrold Mortgage Corporation Limited | 00521009 |
| Lancashire Mortgage Corporation Limited | 02058813 |
| Together Financial Services Limited (formerly known as Manchester Property Investments Limited) | 04950229 |
| Spot Finance Limited | 01998543 |
| Supashow Limited | 02544317 |

## SCHEDULE 3

## INSURANCES

| Name of Chargor | Policy Number | Insurer's Name | Policy description and Assets insured | Policy expiry date |
|---|---|---|---|---|
| Jerrold Holdings Limited | GF821428/1 | Zurich Commercial | Property – 1st Charge | 31/01/2017 |
| Jerrold Holdings Limited | GF821428/2 | Zurich Commercial | Property – 2nd Charge | 31/01/2017 |
| Jerrold Holdings Limited | KR823212 | Zurich Commercial | Property – Residential Repo | 31/01/2017 |
| Jerrold Holdings Limited | KT770812/C | Zurich Commercial | Property – Commercial | 31/01/2017 |
| Jerrold Holdings Limited | KT770812/RC | Zurich Commercial | Property – Commercial Repo | 31/01/2017 |
| Jerrold Holdings Limited | KT770812/O | Zurich Commercial | Property – Owned | 31/01/2017 |
| Jerrold Holdings Limited | AQ771637 | Zurich Commercial | Contractors All Risk | 31/01/2017 |
| Jerrold Holdings Limited | KP771635 | Zurich Commercial | Combined Liability | 31/01/2017 |
| Jerrold Holdings Limited | KH771251 | Zurich Commercial | Computer | 31/01/2017 |
| Jerrold Holdings Limited | NYF18202 | Zurich Risk Engineering | Engineering | 31/01/2017 |
| Jerrold Holdings Limited | KX 770675 | Zurich Commercial | Fleet | 31/01/2017 |
| Jerrold Holdings Limited | LT770475 | Zurich Commercial | Office Combined | 31/01/2017 |
| Jerrold Holdings Limited | 710350015 | Zurich Commercial | Professional Indemnity | 31/10/2016 |
| Jerrold Holdings Limited | 710349915 PL FN D1 | Zurich Commercial | Directors & Officers (Primary) | 31/10/2016 |
| Jerrold Holdings Limited | 82405597A | Chubb Insurance | Directors & Officers (Excess) | 31/10/2016 |

| | | | | |
|---|---|---|---|---|
| Auction Finance Limited | MS/AFL | London & European Title Insurance Services Limited | Title Insurance | Initial contract term has expired but insurances continue on a 90 day cancellation notice period |
| Blemain Finance Limited | MS/BLEM | London & European Title Insurance Services Limited | Title Insurance | |
| Bridging Finance Limited | MS/BRFL | London & European Title Insurance Services Limited | Title Insurance | |
| Cheshire Mortgage Corporation Limited | MS/CMCL | London & European Title Insurance Services Limited | Title Insurance | |
| Harpmanor Limited | MS/HARP | London & European Title Insurance Services Limited | Title Insurance | |
| Lancashire Mortgage Corporation Limited | MS/LCMCL | London & European Title Insurance Services Limited | Title Insurance | |

## SCHEDULE 4

## INVESTMENTS

**Jerrold Holdings Limited**

100,000 ordinary shares of £1 each in Blemain Finance Limited

2 ordinary shares of £1 each in Briar Hill Court Limited

2 ordinary shares of £1 each in Cheshire Mortgage Corporation Limited

200,000 ordinary shares of £1 each in Factfocus Limited

100 ordinary shares of £1 each in General Allied Properties Limited

2 ordinary shares of £1 each in Harpmanor Limited

100 ordinary shares of £1 each in Heywood Finance Limited

100 ordinary shares of £1 each in Heywood Leasing Limited

55,000 ordinary shares of £1 each in Jerrold Mortgage Corporation Limited

2 ordinary shares of £1 each in Lancashire Mortgage Corporation Limited

100 ordinary shares of £1 each in Monarch Recoveries Limited

100 ordinary shares of £1 each in Proactive Lending Limited

100 ordinary shares of £1 each in Privileged Estates Limited

100 ordinary shares of £1 each in Finance Your Property Limited (formerly known as Privileged Properties (Northern) Limited)

2 ordinary shares of £1 each in Supashow Limited

100 ordinary shares of £1 each in Classic Car Finance Limited

100 ordinary shares of £1 each in Proactive Bridging Limited (formerly known as Hello Finance UK Limited)

100 ordinary shares of £1 each in Bridging Finance Limited

100 ordinary shares of £1 each in Phone-A-Loan Limited

2 ordinary shares of £1 each in Bridgingfinance co uk Limited

1 ordinary share of £1 each in Auction Finance Limited

50,001 ordinary shares of £1 each in Jerrold FinCo plc (formerly known as Finance Your Property Limited)

1 ordinary share of £1 each in Together Financial Services Limited (formerly known as Manchester Property Investments Limited)

100 ordinary shares of £1 each in Provincial & Northern Properties Limited

## SCHEDULE 5

## COLLECTION ACCOUNTS

| Chargor | Name of Account | Sort Code | Account Number | Account Bank |
|---|---|---|---|---|
| Auction Finance Limited | Auction Finance Ltd | REDACTED | REDACTED | REDACTED |
| Blemain Finance Limited | Blemain Finance No 2 A/C | REDACTED | REDACTED | REDACTED |
| Blemain Finance Limited | Blemain Finance No 1 A/C | REDACTED | REDACTED | REDACTED |
| Blemain Finance Limited | Blemain Finance No 4 A/C | REDACTED | REDACTED | REDACTED |
| Blemain Finance Limited | BFL Money Market ACC/SIBA A/C | REDACTED | REDACTED | REDACTED |
| Bridging Finance Limited | Bridging Finance Ltd | REDACTED | REDACTED | REDACTED |
| Cheshire Mortgage Corporation Limited | Cheshire Mortgage Corp Limited | REDACTED | REDACTED | REDACTED |
| Factfocus Limited | Factfocus Limited | REDACTED | REDACTED | REDACTED |
| Harpmanor Limited | Harpmanor Ltd | REDACTED | REDACTED | REDACTED |
| Jerrold FinCo Plc | Jerrold FinCo Plc | REDACTED | REDACTED | REDACTED |
| Jerrold Holdings Limited | Jerrold Holdings Limited | REDACTED | REDACTED | REDACTED |
| Jerrold Holdings Limited | Jerrold Holdings Limited Deposit | REDACTED | REDACTED | REDACTED |
| Jerrold Mortgage Corporation Limited | Jerrold Mortgage Corporation Limited | REDACTED | REDACTED | REDACTED |

| Chargor | Name of Account | Sort Code | Account Number | Account Bank |
|---|---|---|---|---|
| Lancashire Mortgage Corporation Limited | Lancashire No 1 Account | REDACTED | REDACTED | REDACTED |
| Lancashire Mortgage Corporation Limited | Lancashire No 2 Account | REDACTED | REDACTED | REDACTED |
| Spot Finance Limited | Spot Finance Limited | REDACTED | REDACTED | REDACTED |
| Supashow Limited | Supashow Limited | REDACTED | REDACTED | REDACTED |

## SCHEDULE 6

## INTELLECTUAL PROPERTY

| Company | Trademark | Registration No. | Country | Class | Status |
|---|---|---|---|---|---|
| Jerrold Holdings Limited | TEMPO | 1,937,813 | United Kingdom | 36 | Registered |
| Jerrold Holdings Limited | TOGETHER | UK00003100506 | United Kingdom | 36 | Registered |

**SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED**

**THE CHARGORS**

REDACTED

Executed as a deed by )

**Jerrold Holdings Limited** )

acting by a director in the presence of ) Director

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

REDACTED

Executed as a deed by )

**Blemain Finance Limited** )

acting by a director in the presence of ) Director

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

[*Signature page to the Supplemental Fixed and Floating Charge Agreement*]

Executed as a deed by )

**Cheshire Mortgage Corporation Limited** )

acting by a director in the presence of ) Director

REDACTED

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

Executed as a deed by )

**Factfocus Limited** )

acting by a director in the presence of ) Director

REDACTED

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

[*Signature page to the Supplemental Fixed and Floating Charge Agreement*]

Executed as a deed by )

**General Allied Properties Limited** )

acting by a director in the presence of ) Director

REDACTED

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

Executed as a deed by )

**Harpmanor Limited** )

acting by a director in the presence of ) Director

REDACTED

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

[*Signature page to the Supplemental Fixed and Floating Charge Agreement*]

Executed as a deed by )

**Jerrold Mortgage Corporation Limited** )

acting by a director in the presence of ) Director

REDACTED

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

Executed as a deed by )

**Lancashire Mortgage Corporation Limited** )
acting by a director in the presence of

) Director

REDACTED

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

[*Signature page to the Supplemental Fixed and Floating Charge Agreement*]

Executed as a deed by ) REDACTED

**Spot Finance Limited** )

acting by a director in the presence of ) Director

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

Executed as a deed by ) REDACTED

**Supashow Limited** )

acting by a director in the presence of ) Director

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

[*Signature page to the Supplemental Fixed and Floating Charge Agreement*]

Executed as a deed by )
**Classic Car Finance Limited** )
acting by a director in the presence of ) Director

REDACTED

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

Executed as a deed by )
**Bridging Finance Limited** )
acting by a director in the presence of ) Director

REDACTED

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

[*Signature page to the Supplemental Fixed and Floating Charge Agreement*]

Executed as a deed by ) REDACTED

**Bridgingfinance.co.uk Limited** )

acting by a director in the presence of ) Director

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

Executed as a deed by ) REDACTED

**Auction Finance Limited** )

acting by a director in the presence of ) Director

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

[*Signature page to the Supplemental Fixed and Floating Charge Agreement*]

Executed as a deed by )

**Jerrold FinCo plc (formerly known as Finance Your Property Limited)** )

acting by a director in the presence of )

REDACTED

Director

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

Executed as a deed by )

**Together Financial Services (formerly known as Manchester Property Investments Limited)** )

acting by a director in the presence of )

REDACTED

Director

REDACTED

Signature of witness

Name

Address LAKE VIEW
LAKESIDE
CHEADLE
CHESHIRE
SK8 3GW

*[Signature page to the Supplemental Fixed and Floating Charge Agreement]*

**THE SECURITY AGENT**

**Signed by** PAUL FLETCHER ) REDACTED

**for and on behalf of The Royal Bank of Scotland plc in the presence of** )

)

Signature of witness REDACTED

Name TONY BENNETT

Address c/o Syndicated Loans Agency
The Royal Bank of Scotland plc
250 Bishopsgate
London
EC2M 4AA

*[Signature page to the Supplemental Fixed and Floating Charge Agreement]*