Companies House

MR01(ef)

Registration of a Charge

Company name: **TOGETHER PERSONAL FINANCE LIMITED**

Company number: **02613335**

Received for Electronic Filing: **26/01/2021**

X9WYY6KR

Details of Charge

Date of creation: **25/01/2021**

Charge code: **0261 3335 0017**

Persons entitled: **NATWEST MARKETS PLC (AS SECURITY AGENT)**

Brief description: **INTELLECTUAL PROPERTY REGISTERED IN THE NAME OF TOGETHER PERSONAL FINANCE LIMITED, INCLUDING: "CHESHIRE MORTGAGE CORPORATION" BEARING UNITED KINGDOM REGISTRATION NO. 2403976. FOR ADDITIONAL DETAILS, PLEASE REFER TO SCHEDULE 6 OF THE SECURITY INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HAMZAH HUSSAIN**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2613335

Charge code: 0261 3335 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th January 2021 and created by TOGETHER PERSONAL FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th January 2021 .

Given at Companies House, Cardiff on 27th January 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

25 January 2021

THE ENTITIES LISTED AT SCHEDULE 1 HERETO

(as the Supplemental Chargors)

and

NATWEST MARKETS 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

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 in accordance with section 859A of the Companies Act 2006 is a correct copy of the original security instrument.

Signature: Hamzah Hussain
Name: Hamzah Hussain
Title: Solicitor
Date: 25 January 2021

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THIS SUPPLEMENTAL SECURITY DEED is made on 25 January 2021

BETWEEN:

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

(2) **NATWEST MARKETS 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).

This deed is designated as a Finance Document.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

Unless otherwise defined in this deed, terms defined in the 2020 September Fixed and Floating Charge (as defined below) shall have the same meaning when used in this deed, but as if references in those definitions to a "Chargor" were references to each Supplemental Chargor under 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;

"**2016 Fixed and Floating Charge**" means the fixed and floating charge entered into by the Supplemental Chargors in favour of the Security Agent dated 13 October 2016;

"**2017 January Fixed and Floating Charge**" means the fixed and floating charge entered into by the Supplemental Chargors in favour of the Security Agent dated 24 January 2017;

"**2017 February Fixed and Floating Charge**" means the fixed and floating charge entered into by the Supplemental Chargors in favour of the Security Agent dated 22 February 2017;

"**2017 June Fixed and Floating Charge**" means the fixed and floating charge entered into by the Supplemental Chargors in favour of the Security Agent dated 5 June 2017;

"**2018 Fixed and Floating Charge**" means the fixed and floating charge entered into by the Supplemental Chargors in favour of the Security Agent dated 27 April 2018;

"**2020 February Fixed and Floating Charge**" means the fixed and floating charge entered into by the Supplemental Chargors in favour of the Security Agent dated 10 February 2020;

"**2020 September Fixed and Floating Charge**" means the fixed and floating security document entered into by the Supplemental Chargors in favour of the Security Agent dated 18 September 2020;

"**Bank Accounts**" of a Supplemental Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts.

"**Collection Accounts**" means the Bank Accounts listed in Schedule 5 (*Collection Accounts*) and any other Bank Account agreed by the Company and the Security Agent to be designated as a Collection Account;

"**Company**" means Together Financial Services Limited, registered in England and Wales with company number 02939389;

"**Existing Fixed and Floating Charges**" means the 2007 Fixed and Floating Charge, the 2013 Fixed and Floating Charge, the 2015 Fixed and Floating Charge, the 2016 Fixed and Floating Charge, the 2017 January Fixed and Floating Charge, the 2017 February Fixed and Floating Charge, the 2017 June Fixed and Floating Charge, the 2018 Fixed and Floating Charge, the 2020 February Fixed and Floating Charge and the 2020 September Fixed and Floating Charge;

"**Facility Agreement**" means the facility agreement originally dated 9 November 2007 and amended and restated from time to time and currently between, the Company and certain subsidiaries of the Company as original guarantors, Barclays Bank PLC, Citigroup Global Markets Limited, Credit Suisse AG, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as Arrangers and Barclays Bank PLC, Citibank, N.A., London Branch, Credit Suisse AG, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as Original Lenders, The Royal Bank of Scotland plc as Senior Agent and Natwest Markets Plc as Security Agent;

"**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 February 2020**" means the loan agreement entered into by FinCo as lender and the Company as borrower and dated 10 February 2020, 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);

"**FinCo Proceeds Loan Agreement January 2021**" means the loan agreement entered into by FinCo as lender and the Company as borrower and dated on or about the date hereof, 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);

"**FinCo Proceeds Loan Agreements**" means the FinCo Proceeds Loan Agreement February 2020 and the FinCo Proceeds Loan Agreement January 2021;

"**Insurances**" of a Chargor means those policies of insurance set out in Schedule 3 (*Insurances*) (together with any other policies of insurance of the same type now or in the future) taken out by or on behalf of it, save to the extent that such policies of insurance relate to assets sold to a purchaser as part of a securitisation permitted by the Secured Documents;

Intellectual Property of a Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the

extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same);

"**Intercreditor Agreement**" means the intercreditor agreement originally dated 9 November 2007 as currently between, among others, the Company and certain of its subsidiaries, The Royal Bank of Scotland plc as senior agent and NatWest Markets plc as security agent and certain financial institutions as lenders, as amended and restated from time to time including as amended and restated on 18 September 2020;

"**Real Property**" means the freehold and leasehold property in England and Wales described in Schedule 2 (*Real Property*) and other present or future real property anywhere in the world (in each case including any estate or interest therein, all rights (from time to time attached or relating thereto) and all Fixtures from time to time therein or thereon); and

"**Relevant Agreement**" means:

(a) the FinCo Proceeds Loan Agreements; 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 2020 September 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 **Fixed Charges**

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;

(ii) 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 (other than the Collection Accounts);

(iii) Investments (including, but not limited to, the shares described in Schedule 4 (*Investments*)) and all Related Rights;

(iv) uncalled capital and goodwill;

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

(vi) plant and machinery;

(vii) 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 other benefits; and

(viii) to the extent that any assignment in Clause 3.2 (*Assignment*) is ineffective as an assignment, all its rights, title and interest and claims under the Relevant Agreements.

3.2 **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 present and future to which it is a party, subject in each case to reassignment by the Security Agent to the relevant Chargor of all such rights, title and interest upon unconditional and final payment or discharge in full of the Liabilities.

(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 (*Fixed Charges*)), 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.

(c) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this deed and the Security Agent may appoint an Administrator of any Supplemental Chargor pursuant to that paragraph.

4. RESTRICTIONS AND FURTHER ASSURANCE

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 provided that the Supplemental Chargor may create or permit to subsist any Security over any Charged Asset where the same is not prohibited under the terms of any of the Secured Documents (as defined in the Intercreditor Agreement).

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 save for (i) (prior to any Enforcement Event) any asset which is subject only to the floating charge created by this deed (and not subject to any legal mortgage, fixed charge or assignment), or (ii) as otherwise, permitted under the Secured Documents.

4.3 Further assurance

(a) Each Supplemental Chargor shall promptly do whatever the Security Agent requires:

(i) to perfect or protect the Charges or the priority of the Charges; or

(ii) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.

(b) Any document required to be executed by a Supplemental Chargor under this Clause 4.3 will be prepared at the cost of that Supplemental Chargor.

4.4 Automatic release of Security

On the sale of any Charged Asset as part of a securitisation permitted by the Secured Documents or any sale, lease, licence, sub-licence, transfer or other disposal of any Charged Asset as permitted under the Secured Documents, that Charged Asset shall immediately and automatically be released, reassigned or discharged (as appropriate) from the Charges.

5. INCORPORATION OF TERMS FROM EXISTING SECURITY

(a) The provisions of clause 5.3 (*Ranking*) to clause 5.6 (*Moratorium*) and clause 7 (*Real Property*) to clause 35 (*Counterparts*) of the 2020 September 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 and described 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 15 (*Representation and warranty*) of the 2020 September Fixed and Floating Charge and incorporated by reference into this deed shall be made by each Supplemental Chargor on the date hereof by reference to the facts and circumstances on the date hereof and by reference to the Real Property, Investments, Intellectual Property and Insurances charged under this deed.

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 26 (*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)**
Together Financial Services Limited	02939389
Auction Finance Limited	04949929
Blemain Finance Limited	01185052
Bridging Finance Limited	03166982
Bridgingfinance.co.uk Limited	04159852
Together Personal Finance Limited	02613335
Classic Car Finance Limited	03237779
Factfocus Limited	01402330
General Allied Properties Limited	03099840
Harpmanor Limited	01954109
Jerrold FinCo plc	04949914
Jerrold Mortgage Corporation Limited	00521009
Together Commercial Finance Limited	02058813
Jerrold Holdings Limited	04950229
Spot Finance Limited	01998543
Supashow Limited	02544317

SCHEDULE 2
REAL PROPERTY

None.

SCHEDULE 3
INSURANCES

Name of Chargor	**Policy number**	**Insurer's name and address**	**Policy description & Assets insured**	**Policy expiry date**
Together Financial Services Limited	GF821428	Zurich Insurance plc	Property - Retail	31/01/2021
Together Financial Services Limited	KR823212	Zurich Insurance plc	Property – Residential Repo	31/01/2021
Together Financial Services Limited	KT770812/C	Zurich Insurance plc	Property – Commercial	31/01/2021
Together Financial Services Limited	KT770812/RC	Zurich Insurance plc	Property – Commercial Repo	31/01/2021
Together Financial Services Limited	FF875524	Zurich Insurance plc	Property – Pure Contingent	31/01/2021
Together Financial Services Limited	KT770812/O	Zurich Insurance plc	Property – Owned	31/01/2021
Together Financial Services Limited	7103500/19 PL FN D1 7103517/19 PL BB D1	Zurich Insurance plc	Professional Indemnity& Crime (Primary)	31/01/2021
Together Financial Services Limited	0039006368	AIG Europe Ltd	Professional Indemnity & Crime (Excess)	31/01/2021

SCHEDULE 4
INVESTMENTS

Together Financial Services Limited

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

2 ordinary shares of £1 each in Together Personal Finance 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 Together Commercial Finance 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 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 Jerrold Holdings Limited

1 ordinary share of £1 each in Together123 Limited

Blemain Finance Limited

100 ordinary shares of £1 each in Spot Finance Limited

SCHEDULE 5
COLLECTION ACCOUNTS

Chargor	Name of Account	Sort Code	Account Number	Account Bank
Auction Finance Limited	Auction Finance Ltd	REDACTED	REDACTED	National Westminster Bank Plc
Blemain Finance Limited	Blemain Finance No 1 A/C	REDACTED	REDACTED	National Westminster Bank Plc
Blemain Finance Limited	Blemain Finance No 2 A/C	REDACTED	REDACTED	National Westminster Bank Plc
Bridging Finance Limited	Bridging Finance Ltd	REDACTED	REDACTED	National Westminster Bank Plc
Harpmanor Limited	Harpmanor Ltd	REDACTED	REDACTED	National Westminster Bank Plc
Together Commercial Finance Limited	Together Commercial Finance Limited	REDACTED	REDACTED	National Westminster Bank Plc
Together Commercial Finance Limited	Together Commercial Finance (No 2) Limited	REDACTED	REDACTED	National Westminster Bank Plc
Together Personal Finance Ltd	Together Personal Finance Ltd	REDACTED	REDACTED	National Westminster Bank Plc

SCHEDULE 6
INTELLECTUAL PROPERTY

Trademark	**Company (Trademark owner)**	**Registration No.**	**Country**	**Class**	**Status**
Lancashire Mortgage Corporation	Together Commercial Finance Limited	2404972	United Kingdom	36	Registered
Blemain Group	Together Financial Services Limited	2403973	United Kingdom	36	Registered
Blemain Finance	Blemain Finance Limited	2404971	United Kingdom	36	Registered
Cheshire Mortgage Corporation	Together Personal Finance Limited	2403976	United Kingdom	36	Registered
Jerrold Holdings	Together Financial Services Limited	2409166	United Kingdom	36	Registered
Bridging Finance Limited	Bridging Finance Limited	2420594	United Kingdom	36	Registered
TOGETHER	Together Financial Services Limited	3100506	United Kingdom	36	Registered
Together	Together Financial Services Limited	3135569	United Kingdom	09,16,36	Registered
Together common sense lending	Together Financial Services Limited	3223521	United Kingdom	09,16,36	Registered
togethermoney	Together Financial Services Limited	3135564	United Kingdom	09,16,36	Registered
TEMPO	Together Financial Services Limited	3100503	United Kingdom	36	Registered
TEMPO	Together Financial Services Limited	1437813	United Kingdom	36	Registered

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE CHARGORS

Executed as a deed by
Together Financial Services Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Auction Finance Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Blemain Finance Limited
acting by:

Name:

Title:

Name:

Title:

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE CHARGORS

Executed as a deed by
Together Financial Services Limited
acting by:

Name:

Title:

Name:

Title:

Executed as a deed by
Auction Finance Limited
acting by:

Name:

Title:

Name:

Title:

Executed as a deed by
Blemain Finance Limited
acting by: REDACTED

Name:

Title: PP CEO

Name:

Title:

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

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE CHARGORS

Executed as a deed by
Together Financial Services Limited REDACTED
acting by:

Name: S. BECKETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Auction Finance Limited REDACTED
acting by:

Name: S. BECKETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Blemain Finance Limited REDACTED
acting by:

Name: S. BECKETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Bridging Finance Limited
acting by: REDACTED

Name: G. Bucket

Title: Director

Name:

Title:

Executed as a deed by
Bridgingfinance.co.uk Limited
acting by: REDACTED

Name: G. Bucket

Title: Director

Name:

Title:

Executed as a deed by
Together Personal Finance Limited
acting by: REDACTED

Name: G. Bucket

Title: Director

Name:

Title:

Executed as a deed by
Bridging Finance Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Bridgingfinance.co.uk Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Together Personal Finance Limited
acting by:

Name:

Title:

Name:

Title:

Executed as a deed by
Bridging Finance Limited
acting by:

Name:

Title:

Name:

Title:

Executed as a deed by
Bridgingfinance.co.uk Limited
acting by:

Name:

Title:

Name:

Title:

Executed as a deed by
Together Personal Finance Limited
acting by: REDACTED

Name:

Title:

Name:

Title:

Executed as a deed by
Classic Car Finance Limited
acting by: REDACTED

Name: S. BENNETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Factfocus Limited
acting by: REDACTED

Name: S. BENNETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
General Allied Properties Limited
acting by: REDACTED

Name: S. BENNETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Classic Car Finance Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Factfocus Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
General Allied Properties Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Harpmanor Limited
acting by: REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Jerrold FinCo plc
acting by: REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Jerrold Mortgage Corporation Limited
acting by: REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Harpmanor Limited
acting by: REDACTED

Name: E. BECKETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Jerrold FinCo plc
acting by: REDACTED

Name: E. BECKETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Jerrold Mortgage Corporation Limited
acting by: REDACTED

Name: E. BECKETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Together Commercial Finance Limited
acting by:

REDACTED

Name: S. BECKETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Jerrold Holdings Limited
acting by:

REDACTED

Name: S. BECKETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Spot Finance Limited
acting by: a director in the presence of

REDACTED

Name: S. BECKETT

Title: DIRECTOR

Name:

Title:

Executed as a deed by
Together Commercial Finance Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Jerrold Holdings Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

Executed as a deed by
Spot Finance Limited
acting by: a director in the presence of

Name:

Title:

Name:

Title:

Executed as a deed by
Together Commercial Finance Limited
acting by:

Name:

Title:

Name:

Title:

Executed as a deed by
Jerrold Holdings Limited
acting by:

Name:

Title:

Name:

Title:

Executed as a deed by
Spot Finance Limited
acting by: a director in the presence of

REDACTED

Name:

Title:

Name:

Title:

Executed as a deed by
Supashow Limited
acting by:

REDACTED

Name: S. BECKETT

Title: DIRECTOR.

Name:

Title:

Executed as a deed by
Supashow Limited
acting by:

REDACTED

Name:

Title:

Name: MARC GOLDBERG

Title: COMMERCIAL CEO

THE SECURITY AGENT

Signed by EMILY MASSEY)
for and on behalf of **Natwest Markets Plc** in the)
presence of)

REDACTED

REDACTED

Signature of witness

Name JACK NELSOME

Address REDACTED