Companies House

MR01(ef)

Registration of a Charge

Company name: **GENERAL ALLIED PROPERTIES LIMITED**

Company number: **03099840**

Received for Electronic Filing: **23/09/2020**

X9E69P0J

Details of Charge

Date of creation: **18/09/2020**

Charge code: **0309 9840 0015**

Persons entitled: **NATWEST MARKETS PLC AS SECURITY AGENT FOR THE BENEFIT OF THE SECURED PARTIES**

Brief description: **NOT APPLICABLE.**

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: **ADDLESHAW GODDARD LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3099840

Charge code: 0309 9840 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th September 2020 and created by GENERAL ALLIED PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2020 .

Given at Companies House, Cardiff on 24th September 2020

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

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

EXECUTION VERSION

ADDLESHAW GODDARD

Dated 18 September **2020**

THE CHARGORS LISTED IN SCHEDULE 1

NATWEST MARKETS PLC
acting as Security Agent

FIXED AND FLOATING SECURITY DOCUMENT

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This Deed is dated 18 September 2020

Between

(1) The companies listed in Schedule 1 as the chargors (**Chargors**); and

(2) Natwest Markets Plc (formerly known as The Royal Bank of Scotland plc) (a company incorporated and registered under the laws of Scotland with number SC090312), as security agent for the benefit of the Secured Parties (**Security Agent**).

Whereas

(A) Each Chargor is entering into this Deed in connection with the Secured Documents.

(B) The Board of Directors of each Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of that Chargor and its business.

(C) The Security Agent and each Chargor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).

(D) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Secured Documents.

(E) This Deed is supplemental to, and in addition to, the Existing Fixed and Floating Charges.

(F) Amounts standing to the credit of the Collection Accounts (as defined below) relate to receivables under loans sold by one or more Chargors to securitisation vehicles.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless a contrary indication appears, terms used in the Facility Agreement have the same meaning and construction and:

2007 Fixed and Floating Charge means the fixed and floating charge entered into by the 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 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 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 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 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 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 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 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 Chargors in favour of the Security Agent dated 10 February 2020

Administrator means an administrator appointed under Schedule B1 to the Insolvency Act

Bank Accounts of a 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

Book Debts of a Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts and any book debts or other debts of any nature and rights to receive money which relate to assets sold to a purchaser as part of a securitisation permitted by the Secured Documents), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

Charged Assets means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

Charges means all or any of the Security created or expressed to be created by or pursuant to this Deed

Collection Accounts means the Bank Accounts listed in Schedule 3 (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 (No. 02939389)

Counterparty Notice means a notice substantially in the form set out in Schedule 8 (Counterparty Notice)

Currency of Account means the currency in which the relevant indebtedness is denominated or, if different, is payable

Delegate means a delegate or sub-delegate appointed under clause 19.2 (Delegation)

Enforcement Event means:

(a) a Change of Control or

(b) an Event of Default

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 and the 2020 February Fixed and Floating Charge

Existing Security means all or any of the Security created or expressed to be created by or pursuant to the Existing Fixed and Floating Charges

Facility Agreement means the facility agreement originally dated 9 November 2007 and amended and restated on or about the date of this Deed currently between Together Financial Services Limited as the Company, the Company and certain subsidiaries of the Company listed in Part 1 of Schedule 1 to that agreement 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) (No. 04949914)

FinCo Proceeds Loan Agreement 2017 means the loan agreement entered into by FinCo as lender and the Company as borrower and dated 22 February 2017, 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 2018 means the loan agreement entered into by FinCo as lender and the Company as borrower and dated 31 January 2018, 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 2020 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 2016, the FinCo Proceeds Loan Agreement 2017, the FinCo Proceeds Loan Agreement 2018 and the FinCo Proceeds Loan Agreement 2020

Fixtures means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

Insolvency Act means the Insolvency Act 1986

Instructing Group has the meaning given to that term in the Intercreditor Agreement

Insurances of a Chargor means those policies of insurance set out in Schedule 6 (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 as obligors, 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 restatement on or around the date of this Deed

Investments of a Chargor means:

(a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit)

(b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments

(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person) and

(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

Liabilities of a Chargor means all present and future moneys, debts and liabilities due, owing or incurred by it to the Secured Parties (or any of them) under or in connection with any Secured Document in any manner and in any currency or currencies and whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise, and all costs, losses, charges and expenses recoverable by any Secured Party under any Secured Document except for any obligation which, if it were included here, would constitute unlawful financial assistance or its equivalent in any jurisdiction

LPA means the Law of Property Act 1925

Mortgage Assets means the Mortgage Loans, together with any security, guarantee or other assurance held by a Chargor in respect of any Mortgage Loan

Party means a party to this Deed

Real Property means freehold and leasehold property in England and Wales and other 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)

Receiver means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

Related Rights means, in respect of any Investment:

(a) all dividends, distributions and other monies paid or payable in respect of that Investment (whether as income, capital or otherwise)

(b) all shares, investments or other assets or property derived from that Investment

(c) all allotments, accretions, rights, benefits and advantages of all kinds accrued, offered or otherwise derived from or incidental to that Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise)

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

Secured Documents has the meaning given to that term in the Intercreditor Agreement

Secured Parties has the meaning given to that term in the Intercreditor Agreement

Secured Property has the meaning given to that term in the Intercreditor Agreement

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006

1.2 **Construction**

(a) The parties to this Deed designate this Deed, a Transaction Security Document, a Secured Document and a Finance Document.

(b) The Security created pursuant to this Deed is in addition and supplemental to the Existing Fixed and Floating Charges and the Existing Security and the Security created pursuant to this Deed rank pari passu.

(c) In this Deed the term dispose includes any sale, lease, licence, transfer or loan.

(d) Any reference in this Deed to a Secured Document, a Finance Document or any other agreement or instrument is a reference to that Secured Document, Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Secured Document, Finance Document or other agreement or instrument, provided that where terms used in this Deed are to have the same meaning and construction as in any Secured Document, a Finance Document or any other agreement or instrument and such term is no longer defined or construed in such document, the term shall have the meaning and construction as last appeared in the relevant Secured Document, Finance Document or other agreement

(e) The provisions of clause 1.3 (Construction) of the Intercreditor Agreement will be deemed to be set out in full in this Deed but as if references in those clauses to this Agreement and other similar expressions were references to this Deed.

1.3 **Third Party Rights**

(a) A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed or any other Finance Document or other Secured Document issued or entered into under or in connection with it, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

(b) Unless expressly provided to the contrary in any Finance Document or Secured Document, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed or any other Finance Document or Secured Document entered into under or in connection with it.

1.4 **Administration**

(a) Any reference in this Deed or any Secured Document entered into under or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of a Chargor's assets) or 22 (by a Chargor or the directors of a Chargor) of Schedule B1 to the Insolvency Act or any steps taken toward such order or appointment.

(b) Any reference in this Deed or any Secured Document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act, appointing an administrator under paragraphs 14 or 22 of that Schedule, or giving notice under paragraphs 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken toward such application or notice.

1.5 **Incorporated terms**

The terms of the Secured Documents and of any other agreement or instrument relating to the Secured Documents and Liabilities are incorporated into this Deed and each other Secured Document to the extent required to ensure any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 **Intercreditor Agreement**

This Deed is subject to the terms of the Intercreditor Agreement.

2 Undertaking to pay

2.1 **Payment of Liabilities**

Each Chargor as primary obligor covenants with the Security Agent (for the benefit of the Security Agent 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 in or towards payment of a particular part of the Liabilities shall to the extent of that appropriation discharge each Chargor's obligations in respect of that part of the Liabilities both to any Secured Party to which the same is owed, and to the Security Agent.

3 Fixed Charges

Each 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 (including that in Schedule 2 (Real Property)) now belonging to it;

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

(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 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 limited to that set out in Schedule 5 (Intellectual Property));

(vi) plant and machinery;

(vii) Insurances (including but not limited to those set out in Schedule 6) and all related proceeds, claims of any kind, returns of premium and other benefits; and

(viii) to the extent that any assignment in clause 4 (Assignment) is ineffective as an assignment, all its rights, title, interest and claims under the Relevant Agreements.

4 Assignment

4.1 As further continuing security for the payment of the Liabilities, each 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.

4.2 Each Chargor shall remain liable to perform all its obligations under the Relevant Agreements to which it is a party.

4.3 Notwithstanding the other terms of this clause, prior to the occurrence of an Enforcement Event, each 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.

5 Floating Charge

5.1 Creation

Each 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) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by clause 3 (Fixed Charges)), but excluding any Collection Account in which it has an interest.

5.2 Qualifying Floating Charge

(a) The floating Charge created by each Chargor pursuant to clause 5.1 is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act.

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

5.3 Ranking

The floating Charge created by each Chargor ranks:

(a) behind all the fixed Charges created by that Chargor; but

(b) in priority to any other Security (other than the Existing Security) over the Charged Assets of that Chargor.

5.4 Conversion by notice

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the relevant Chargor specifying the relevant Charged Assets (either generally or specifically):

(a) if it considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges;

(b) while an Enforcement Event is continuing; and/or

(c) if in the reasonable opinion of the Instructing Group, a Charged Asset is in danger of being seized or any legal process or execution is being enforced against a Charged Asset.

5.5 Automatic conversion

If:

(a) any Chargor takes any step to create any Security in breach of clause 6.1 (Security) over any of the Charged Assets not subject to a fixed Charge;

(b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets; and/or

(c) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration (other than a solvent reorganisation) of any Chargor,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge.

5.6 **Moratorium**

(a) Subject to clause 5.6(b), the floating charge created by clause 5.1 may not be converted into a fixed charge solely by reason of:

(i) the obtaining of a moratorium; or

(ii) anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act.

(b) Clause 5.6(a) does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act.

6 Restrictions and further assurance

6.1 **Security**

Except for the Existing Security, no Chargor shall create or permit to subsist any Security over any Charged Asset except permitted pursuant to the terms of the Facility Agreement.

6.2 **Disposal**

No Chargor shall (nor shall any 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 to any legal mortgage, fixed charge or assignment) or (ii) as otherwise permitted under the Secured Documents.

6.3 **Further assurance**

(a) Each 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 Chargor under this clause 6.3 will be prepared at the cost of that Chargor.

6.4 **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.

7 Real Property

7.1 Acquisition

Each Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, any Real Property with a market value of £1,000,000 or more.

7.2 Documents

Each Chargor shall, promptly on request by the Security Agent, deposit with the Security Agent, and the Security Agent shall be entitled to hold, all title deeds and documents relating to:

(a) the Real Property listed in Schedule 2 (Real Property); and

(b) that Chargor's present and future Real Property with a market value of £1,000,000 or more.

7.3 Existing Real Property

In the case of a Chargor's existing Real Property in England and Wales with a market value of £1,000,000 or more, that Chargor shall, promptly on request by the Security Agent:

(a) apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and registration of that Chargor as proprietor of that Real Property;

(b) apply to the Land Registry to register the first legal mortgage created by clause 3(a) (Fixed Charges) and all other Charges;

(c) submit to the Land Registry a duly completed application (or consent to an application) for a restriction in the form specified by the Security Agent to be entered on the register of the title to that Real Property in respect of the Charge created by clause 3(a) (Fixed Charges); and

(d) pay all appropriate registration fees,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall promptly on request by the Security Agent, provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

7.4 Future Real Property

In the case of a Chargor's future Real Property in England and Wales with a market value of £1,000,000 or more, that Chargor shall, promptly on request by the Security Agent:

(a) apply to the Land Registry for first registration of that Real Property (where that Real Property is not already registered at the Land Registry) and registration of that Chargor as proprietor of that Real Property;

(b) apply to the Land Registry to register the first fixed equitable charge created by clause 3(b) (Fixed Charges);

(c) submit to the Land Registry a duly completed application (or consent to an application) for a restriction in the form specified by the Security Agent to be entered on the register of the title to that Real Property in respect of the Charge created by clause 3(b) (Fixed Charges); and

(d) pay all appropriate registration fees,

or, if the Security Agent gives notice to that Chargor that the Security Agent will submit the relevant forms to the Land Registry, that Chargor shall, promptly on request by the Security Agent, provide the Security Agent with all duly completed forms reasonably requested by the Security Agent and all appropriate registration fees.

7.5 **Unregistered Real Property**

In the case of a Chargor's Real Property in England and Wales with a market value of £1,000,000 or more, both present and future, which is not registered at the Land Registry and is not required to be so registered, that Chargor will, promptly on request by the Security Agent, apply to register this Deed and the Charges at the Land Charges Registry if the title deeds and documents are not deposited with the Security Agent.

7.6 **Legal charge**

As security for the Liabilities, each Chargor shall promptly execute and deliver to the Security Agent such legal charge of such of its Real Property from time to time in England and/or Wales with a market value of £1,000,000 or more as the Security Agent requires. The relevant Chargor shall, promptly on request by the Security Agent, apply to the Land Registry for registration of any such legal charge in the same way as set out in clauses 7.3(a) - 7.3(d), unless the Security Agent gives notice to that Chargor in relation to registration of such legal charge in the same way as set out in clause 7.3.

7.7 **Title Information Document**

On completion of the registration of any Charge pursuant to this clause 6.4, the relevant Chargor shall promptly supply to the Security Agent a certified copy of the relevant title information document issued by the Land Registry.

7.8 **Compliance with obligations**

Each Chargor shall comply with any covenants, stipulations, conditions, licences, consents and any other statutory, regulatory or contractual obligations relating to its Real Property or its use, including those requiring payment of sums in respect of its Real Property where failure to comply could have a Material Adverse Effect.

7.9 **Notices**

Each Chargor shall produce to the Security Agent within 7 days of receipt by it a copy of every material communication made in connection with any of its Real Property and comply with the reasonable instructions of the Security Agent in relation to any such communication.

8 Book Debts

8.1 Collection

Each Chargor shall promptly collect all Book Debts and shall hold the proceeds of collection on trust for the Secured Parties.

8.2 Payment into designated Bank Account(s)

Each Chargor shall immediately pay all moneys received by it from any source (including all proceeds of collection of Book Debts) into a Bank Account (or, if one or more Bank Accounts have been designated for this purpose by the Security Agent, the relevant Bank Account(s)) and while an Enforcement Event is continuing, the Security Agent may designate different Bank Accounts for different moneys (other than any monies received in respect of assets which have been sold to a purchaser of loans as part of a securitisation permitted by the Secured Documents).

8.3 Restrictions on dealing with Book Debts

Without prejudice and in addition to clauses 6.1 (Security), 6.2 (Disposal) and 6.3 (Further assurance):

(a) except for the Charges, the Existing Security and as otherwise permitted by clause 21.4 (*Negative* Pledge) of the Facility Agreement, no Chargor shall create or permit to subsist any Security over, nor do anything else prohibited by clause 21.4 (*Negative pledge*) of the Facility Agreement in respect of, all or any part of any of its Book Debts; and

(b) except as required by clause 6.3 (Further assurance), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts except as permitted under the Secured Documents.

8.4 Documents

Each Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Book Debts as the Security Agent reasonably requires.

9 Bank Accounts

9.1 Withdrawals

No Chargor shall make any withdrawal from any Bank Account (other than a Collection Account) except:

(a) with the prior consent of the Security Agent; or

(b) in the ordinary course of trade from any Bank Account unless the Security Agent has specified in writing that this clause 9.1(b) shall not apply.

If an amount is withdrawn from a Bank Account (other than a Collection Account) as permitted by this clause 9.1, that amount shall be automatically released from the fixed Charge on that Bank Account on that withdrawal being made. However, if all or part of that amount is paid into another Bank Account (other than a Collection Account) which is in credit or becomes in credit as a result, it shall automatically become subject to the fixed Charge on that Bank Account.

9.2 **Enforcement**

At any time when an Enforcement Event is continuing, the Security Agent may deliver a notice in respect of any Bank Account (other than a Collection Account) to the bank or financial institution with which such Bank Account is held specifying that:

(a) all rights, powers and discretions of the relevant Chargor in relation to such Bank Account shall be exercisable solely by the Security Agent;

(b) no moneys may be released from such Bank Account without the prior written consent of the Security Agent; and

(c) the relevant bank or financial institution should apply any amount standing to the credit of or accrued or accruing on such Bank Account as directed from time to time by the Security Agent in writing,

and that clause 9.1(b) shall no longer apply to such Bank Account.

9.3 **Restrictions on dealing with Bank Accounts**

(a) Without prejudice and in addition to clauses 6.1 (Security), 6.2 (Disposal) and 6.3 (Further assurance):

(i) except for the Charges and the Existing Security and as otherwise permitted by clause 21.4 (*Negative Pledge*) of the Facility Agreement, no Chargor shall create or have outstanding any Security over, nor do anything else prohibited by clause 21.4 (Negative pledge) of the Facility Agreement in respect of, all or any part of any of its Bank Accounts (other than Collection Accounts); and

(ii) except as required by clause 6.3 (Further assurance), no Chargor shall enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts (other than Collection Accounts) except as permitted under the Secured Documents.

(b) For the avoidance of doubt and without prejudice to the terms of the other Senior Finance Documents, clause 9.3(a) does not apply to the Collection Accounts and the Collection Accounts are not subject to the Charges.

9.4 **Documents**

(a) Each Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to such of its Bank Accounts (other than the Collection Accounts) as the Security Agent reasonably requires, including any notice to, and acknowledgement from, the relevant bank or financial institution of the Charges over them (in each case substantially in the form set out in Schedule 7 (Form of notice of charge over Bank Accounts).

(b) Each Chargor shall promptly following the opening of any Bank Account (other than a Collection Account) execute and/or deliver to the Security Agent such documents relating to such Bank Account (other than a Collection Account) as the Security Agent reasonably requires, including any notice to, and acknowledgment from, the relevant bank or financial institution of the Charges over it (in each case substantially in the form set out in Schedule 7 (Form of notice of charge over Bank Accounts).

10 Investments

10.1 Acquisition

Each Chargor shall promptly notify the Security Agent of its acquisition of, or agreement to acquire, any Investment.

10.2 Documents

Each Chargor shall:

(a) except to the extent the Security Agent notifies that Chargor from time to time to the contrary, deposit with the Security Agent, or as it directs, all certificates representing its any of its Investments comprised of shares in the issued share capital of any other member of the Group;

(b) to the extent the Security Agent requests from a Chargor from time to time, deposit with the Security Agent, or as it directs, all certificates representing its Investments; and

(c) execute and/or deliver to the Security Agent such other documents relating to its Investments, including transfers of Investments executed in blank, as the Security Agent requires.

10.3 Voting before enforcement

Subject to clause 10.4, each Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that:

(a) it does so for a purpose not inconsistent with any Secured Document; and

(b) the exercise of or failure to exercise those rights would not have an adverse effect on the value of the relevant Investment or the Charged Assets and would not otherwise prejudice the interests of any Secured Party under any Secured Document. For the avoidance of doubt, this clause 10.3(b) shall not preclude the exercise of any voting or other rights in relation to the making or payment of a dividend or other distribution made in the ordinary course of business.

10.4 Voting after enforcement

At any time while an Enforcement Event is continuing:

(a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment in such manner as it or he sees fit; and

(b) each Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights.

10.5 Power of attorney

If any Investment of a Chargor is not held in that Chargor's name, that Chargor shall promptly deliver to the Security Agent an irrevocable power of attorney, expressed to be given by way of

security and executed as a deed by the person in whose name that Investment is held. That power of attorney shall appoint the Security Agent, each Receiver and each Delegate, as the attorney of the holder and shall be in such form as the Security Agent requires.

10.6 **Communications**

Each Chargor shall promptly execute and/or deliver to the Security Agent a copy of each circular, notice, report, set of accounts or other document received by it or its nominee in connection with any Investment, as the Security Agent requires.

10.7 **Following Enforcement Event**

At any time after an Enforcement Event has occurred:

(a) the Security Agent may complete any transfer documents held by it in respect of the Investments and/or the Related Rights in favour of itself or such other person or nominee as it shall select;

(b) the Security Agent and its nominee or nominees may sell all or any of the Investments or Related Rights of the Chargors (or any of them) in any manner permitted by law and on such terms as the Security Agent shall in its absolute discretion determine;

(c) where the Security Agent has taken steps to enforce a Security created by or under this Deed or the Existing Security, if any Chargor receives any dividends, distributions or other monies in respect of its Investments and Related Rights, the relevant Chargor shall immediately pay such sums received to the Security Agent for application in accordance with clause 20 (Order of distributions) and shall hold all such sums on trust for the Security Agent pending payment of them to such account as the Security Agent shall direct; and

(d) each Chargor shall on request by the Security Agent use reasonable endeavours to procure that any transfer made by the Security Agent is promptly registered by the relevant company or other entity.

11 Intellectual Property

11.1 **Acquisition**

Each Chargor shall promptly notify the Security Agent of its becoming the legal and/or beneficial owner of or of its acquisition of, or agreement to acquire, (by licence or otherwise) any material Intellectual Property, and any application by it or on its behalf to register any material Intellectual Property.

11.2 **Documents**

Each Chargor shall promptly execute and/or deliver to the Security Agent such documents relating to its material Intellectual Property as the Security Agent reasonably requires.

11.3 **Maintenance**

Each Chargor shall take all necessary action to safeguard, maintain in full force and effect and preserve its ability to enforce its present and future ownership and rights in connection with its material Intellectual Property necessary for the conduct of its business from time to time, including:

(a) paying all renewal fees and other outgoings relating to all registered material Intellectual Property held by it;

(b) performing and complying with all laws and obligations to which it is subject as registered proprietor, beneficial owner, user, licensor or licensee of any such material Intellectual Property;

(c) not discontinuing the use of any such material Intellectual Property;

(d) obtaining registrations for material Intellectual Property where registration is desirable in order to preserve and/ or validate the material Intellectual Property rights or interests of that Chargor; and

(e) commencing and diligently undertaking the prosecution of infringement actions or oppositions where appropriate against third parties where failure to do so would compromise the material Intellectual Property rights or interests of that Chargor and have a materially adverse effect on the Group (taken as a whole).

11.4 **Grant**

Without prejudice to clause 6.2 (Disposal), no Chargor shall grant any exclusive registered user agreement or exclusive licence in relation to any of its present or future material Intellectual Property.

12 Insurance

12.1 **Documents**

Each Chargor shall promptly:

(a) execute and/or deliver to the Security Agent a copy of the policies in relation to the Insurances and the related premium receipts, and of such other documents relating to the Insurances, as the Security Agent requires; and

(b) use its reasonable endeavours to procure that the fixed Charges over its Insurances are noted on the relevant policies.

12.2 **Enforceability**

No Chargor shall do or omit to do or permit to be done or omitted anything which might render any such Insurance void, voidable or unenforceable.

12.3 **Lender may insure**

If any Chargor fails on demand to produce copies of insurance policies, premium receipts and such other evidence as the Security Agent requires which prove to the satisfaction of the Security Agent that that Chargor is complying with clause 21.7 (Insurance) of the Facility Agreement, the Security Agent may (at that Chargor's expense) arrange such insurances of the assets of that Chargor or any of them as it thinks fit.

13 Relevant Agreements

13.1 Other than in relation to parties that are deemed to have received the notice and acknowledged that notice in accordance with clause 13.2 below, each Chargor will promptly following execution of this Deed give notice to any other party to each FinCo Proceeds Loan Agreement that it has

assigned or charged its right under the relevant FinCo Proceeds Loan Agreement to the Security Agent under this Deed. Such notice will be a Counterparty Notice. Each relevant Chargor will, in respect of each FinCo Proceeds Loan Agreement procure that the relevant counterparty signs and delivers to the Security Agent an acknowledgment substantially in the form of that appended to the Counterparty Notice within 1 Business Day of the date of this Deed.

13.2 This Deed constitutes notice (in the form of Schedule 8 (Counterparty Notice) in writing to each relevant Chargor, and acknowledgement of that notice by such Chargor, of any Security in respect of a debt owed by that Chargor to any other Chargor, including without limitation, in connection with any FinCo Proceeds Loan Agreement.

13.3 In respect of any Relevant Agreement designated as such after the date of execution of this Deed, promptly after the date of such designation give notice to any other party to such Relevant Agreement that it has assigned or charged its right under the Relevant Agreement to the Security Agent under this Deed. Such notice will be a Counterparty Notice. Each relevant Chargor will, in respect of any other Relevant Agreement use reasonable endeavours to procure that the relevant counterparty signs and delivers to the Security Agent an acknowledgment substantially in the form of that appended to the Counterparty Notice within 10 Business Days of the Relevant Agreement being so designated under this Deed.

13.4 Each Chargor will perform all its obligations under the Relevant Agreements in a diligent and timely manner.

13.5 No Chargor will make or agree to make any amendments to the Relevant Agreements (other than in the case of any FinCo Proceeds Loan Agreement, amendments which may be made in accordance with the terms thereof), waive any of its rights under any Relevant Agreement or exercise any right to terminate any Relevant Agreement, except with the prior consent of the Security Agent.

14 General undertakings

14.1 Protection of assets

Each Chargor shall keep or cause to be kept all its Charged Assets in good working order and condition, ordinary wear and tear excepted.

14.2 Access

Each Chargor shall ensure that representatives of the Security Agent (with or without surveyors, workmen and others) are able at all reasonable times to view the condition of any of its Charged Assets.

14.3 No fixing

No Chargor shall fix or permit the affixing of any Charged Asset to any of its Real Property which is not itself a Charged Asset.

14.4 No other prejudicial conduct

No Chargor shall do, or permit to be done, anything which could prejudice the Charges.

15 Representation and warranty

Each Chargor represents and warrants to the Security Agent that the Real Property, the Investments (including but not limited to the shares described in Schedule 4 (Investments)), the Intellectual Property (including but not limited to that set out in Schedule 5 (Intellectual Property)) and Insurances (including but not limited to those set out in Schedule 6 (Insurances)) in respect of that Chargor are all of the relevant class of assets in which it has an interest.

16 Existing security

16.1 The Existing Fixed and Floating Charges remain in full force and effect and are supplemented (but not replaced) by this Deed.

16.2 The Security Agent acknowledges and confirms that:

(a) the creation of any Security pursuant to (and the compliance by a 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 Chargor under this Deed constitutes the performance of, and compliance with, any 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 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 Chargor under this Deed.

17 Enforcement

17.1 When enforceable

As between the Chargors and the Security Agent the Charges shall be enforceable, and the powers conferred by Section 101 of the LPA as varied and extended by this Deed shall be exercisable, while an Enforcement Event is continuing.

17.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

17.3 Section 103 LPA

Section 103 of the LPA shall not apply to the Security constituted by or under this Deed.

18 Appointment and rights of Receivers

18.1 Appointment of receivers

(a) If:

(i) requested by any Chargor;

(ii) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of any Chargor; or

(iii) any other Enforcement Event is continuing (whether or not the Security Agent has taken possession of the Charged Assets),

without any notice or further notice, the Security Agent may, by deed, or otherwise in writing signed by any officer or manager of the Security Agent or any person authorised for this purpose by the Security Agent, appoint one or more persons to be a Receiver. The Security Agent may similarly remove any Receiver and appoint any person instead of any Receiver. If the Security Agent appoints more than one person as Receiver, the Security Agent may give those persons power to act either jointly or severally.

(b) The Security Agent is not entitled to appoint a Receiver in respect of any Charged Assets of any Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Part A1 of the Insolvency Act 1986 (or anything done with a view to obtaining such a moratorium, including any preliminary decision or investigation) in respect of such Chargor, unless the floating charge falls within any of the categories described in section A52(4) of the Insolvency Act 1986.

18.2 **Scope of appointment**

Any Receiver may be appointed Receiver of all of the Charged Assets or Receiver of a part of the Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in Schedule 8 (Rights of Receivers) shall have effect as though every reference in that Schedule to any Charged Assets were a reference to the part of those assets so specified or any part of those assets.

18.3 **Rights of Receivers**

Any Receiver appointed pursuant to this clause 18.3 shall have the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act, and shall also have the rights set out in Schedule 8 (Rights of Receivers).

18.4 **Agent of Chargor**

Any Receiver shall be the agent of the relevant Chargor for all purposes. That Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

18.5 **Remuneration**

The Security Agent may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys he receives as Receiver. The relevant Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver.

19 Security Agent's rights

19.1 **Same rights as Receiver**

Any rights conferred by any Secured Document upon a Receiver may be exercised by the Security Agent, or to the extent permitted by law, an administrator after the Charges become enforceable, whether or not the Security Agent shall have taken possession or appointed a Receiver of the Charged Assets.

19.2 **Delegation**

(a) The Security Agent and any Receiver may delegate in any manner to any person any rights exercisable by it under any Secured Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent or Receiver (as applicable) thinks fit.

(b) The Security Agent and any Receiver will not be liable or responsible to any Chargor or any other person for any losses, liabilities or expenses arising from any act, default or omission or misconduct on the part of any delegate.

19.3 **Application of monies**

Sections 109(6) and 109(8) (Appointment, powers, remuneration and duties of receiver) of the LPA shall not apply to a Receiver appointed under this Deed.

19.4 **Financial collateral arrangement**

To the extent that any of the Charged Assets constitutes "financial collateral" and this Deed constitutes a "security financial collateral arrangement" (in each case as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 as amended (**Regulations**)) the Security Agent shall have the right:

(a) to use and dispose of any Charged Asset which constitutes "financial collateral" (as defined in the Regulations (**Financial Collateral**)), in which case the Security Agent shall comply with the requirements of the Regulations as to obtaining "equivalent financial collateral" (as defined in the Regulations); and

(b) (at any time after the Charges become enforceable) to appropriate any Charged Asset which constitutes Financial Collateral in or towards satisfaction of the Liabilities in accordance with the Regulations,

and in each case, any exercise that right by giving notice to the relevant Chargor(s) at any time after an Enforcement Event has occurred. The Security Agent must attribute a value to the appropriated financial collateral in a commercially reasonable manner.

19.5 **Redemption of prior mortgages**

At any time after the Security created by or under this Deed has become enforceable, the Security Agent may, at the sole cost of the Chargors (payable to the Security Agent on demand):

(a) redeem any prior Security over any of the Charged Assets; and/or

(b) procure the transfer of that Security to the Security Agent; and/or

(c) settle and pass the accounts of any prior mortgagee, charge or encumbrancer which once so settle and passed shall be conclusive and binding on the Chargors.

20 Order of distributions

20.1 **Application of proceeds**

All amounts received or recovered by the Security Agent or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be

applied in the order and in the manner specified in the Intercreditor Agreement notwithstanding any purported appropriation by any Chargor.

20.2 Suspense account

If the Security Agent enforces the Security constituted by or under this Deed at a time when no amounts are due to any Secured Party under the Secured Documents but at a time when amounts may or will become so due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

21 Liability of Security Agent, Receivers and Delegates

21.1 Possession

If the Security Agent, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to clause 22.2, the Security Agent shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of any Chargor.

21.2 Security Agent's liability

Neither the Security Agent nor any Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to any Chargor, any Secured Party or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets or from any act, default, omission or misconduct of the Security Agent, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets or in connection with the Secured Documents except to the extent caused by its or his own gross negligence or wilful misconduct.

22 Power of Attorney

22.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Agent, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

(a) to do anything which that Chargor is obliged to do (but has not done) under any Secured Document to which it is party (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Charged Assets); and

(b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Charged Assets or under any Secured Document, the LPA or the Insolvency Act.

22.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in clause 22.1.

23 Protection of third parties

23.1 No duty to enquire

No person dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate shall be concerned to enquire:

(a) whether the rights conferred by or pursuant to any Secured Document are exercisable;

(b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;

(c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or

(d) as to the application of any money borrowed or raised.

23.2 Protection to purchasers

All the protection to purchasers contained in Sections 104 and 107 of the LPA, Section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any other Secured Party, any Receiver or any Delegate.

24 Saving provisions

24.1 Continuing Security

Subject to clause 25 (Discharge of Security), the Charges are continuing Security and will extend to the ultimate balance of the Liabilities, regardless of any intermediate payment or discharge in whole or in part.

24.2 Recourse

The Security constituted by this Deed:

(a) is in addition to, and shall neither be merged in nor in any way exclude or prejudice or be affected by, any other Security which any Secured Party may hold at any time for the Liabilities (or any of them) including, but not limited to, the Existing Security; and

(b) may be enforced without first having recourse to any other rights of any Secured Party.

24.3 Reinstatement

If any payment by a Chargor or any discharge given by a Secured Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

(a) the liability of each Chargor and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

(b) each Secured Party shall be entitled to recover the value or amount of that security or payment from each Chargor, as if the payment, discharge, avoidance or reduction had not occurred.

24.4 **Waiver of defences**

Neither the obligations of each Chargor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under any Secured Document of any of the Charges (without limitation and whether or not known to it or any Secured Party) including:

(a) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;

(e) any amendment (however fundamental) or replacement of a Secured Document or any other document or security;

(f) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Document or any other document or security; or

(g) any insolvency or similar proceedings; or

(h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any Obligor or other person under any Secured Document resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.

24.5 **Immediate recourse**

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Secured Document to the contrary.

24.6 **Appropriations**

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated, each Secured Party (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of any Chargor's liability under this Deed.

24.7 **Deferral of Chargors' rights**

Until all the Liabilities have been irrevocably paid in full and all facilities which might give rise to Liabilities have terminated and unless the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under the Secured Documents:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any other Chargor or any other guarantor of any Obligor's obligations under the Secured Documents; and/or

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Secured Documents or of any guarantee or other security taken pursuant to, or in connection with, the Secured Documents by any Secured Party.

24.8 **Additional Security**

The Charges are in addition to and are not in any way prejudiced by any other guarantees or security now or subsequently held by any Secured Party.

24.9 **Tacking**

(a) Each Secured Party shall comply with its obligations under the Secured Documents (including any obligation to make further advances).

(b) Each such obligation to make further advances will be deemed to be incorporated in this Deed as if set out in this Deed.

(c) Each Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the charges register of any registered land forming part of the Secured Property (and any unregistered properties subject to compulsory first registration at the date of this Deed).

25 Discharge of Security

25.1 **Final redemption**

Subject to clause 25.2, if the Security Agent is satisfied that all the Liabilities have been irrevocably paid in full and that all facilities which might give rise to Liabilities have terminated, the Security Agent shall at the request and cost of the Chargors release, reassign or discharge (as appropriate) the Charged Assets from the Charges.

25.2 **Retention of security**

If the Security Agent considers that any amount paid or credited to any Secured Party under any Secured Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Liabilities have been irrevocably paid.

25.3 **Consolidation**

Section 93 of the LPA shall not apply to the Security constituted by or under this Deed.

26 Enforcement expenses

26.1 Expenses

Each Chargor shall, within ten Business Days of demand, pay to the Security Agent the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by any Secured Party, any Receiver or any Delegate in relation to any Secured Document (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed, or any consideration by the Security Agent as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release of any Secured Document and/or any other document referred to in this Deed). For the avoidance of doubt, this clause 26.1 does not include those costs and expenses incurred in the negotiation, preparation, printing and execution of this Deed insofar as they are included under costs and expenses provisions of the Facility Agreement.

26.2 Value Added Tax

Clause 12.7 (VAT) of the Facility Agreement (with any necessary consequential amendments) shall apply also to any amount payable under any Secured Document to any Receiver or Delegate.

27 Payments

27.1 Demands

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Liabilities or an inaccurate or incomplete statement of them.

27.2 Payments

All payments by any Chargor under this Deed (including damages for its breach) shall be made in the Currency of Account and to such account, with such financial institution and in such other manner as the Security Agent may direct.

27.3 Continuation of accounts

At any time after:

(a) the receipt by any Secured Party of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets of any Chargor; or

(b) the presentation of a petition or the passing of a resolution in relation to the winding-up of any Chargor,

any Secured Party may open a new account in the name of that Chargor with that Secured Party (whether or not it permits any existing account to continue). If that Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to any Secured Document to which that Chargor is party.

27.4 **Joint and several liability**

The liability of each Chargor under this Deed shall be joint and several. Each agreement and undertaking of any Chargor shall be construed accordingly.

27.5 **Currency**

(a) Clause 29.8 (Currency of account) of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it and references to the Obligors shall be construed as references to the Chargors.

(b) If a payment to the Security Agent under this Deed is in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Security Agent may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargors will remain liable for such shortfall.

28 Rights, waivers and determinations

28.1 **Ambiguity**

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to any Secured Document, the terms of that Secured Document shall prevail.

28.2 **Exercise of rights**

(a) No failure to exercise, nor any delay in exercising, on the part of any Secured Party, Receiver or Delegate, any right or remedy under any Secured Document shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Secured Documents are cumulative and not exclusive of any rights or remedies provided by law, including the right to appoint an Administrator under the Insolvency Act.

(b) A waiver given or consent granted by the Security Agent under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

28.3 **Determinations**

Any certification or determination by any Secured Party or any Receiver or Delegate under any Secured Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

29 Separate and independent obligations

The Security created by each Chargor by or in connection with any Secured Document is separate from and independent of the Security created or intended to be created by any other Chargor by or in connection with any Secured Document.

30 Indemnities

30.1 Environmental indemnity

Each Chargor shall indemnify each Secured Party against any and all costs, losses, liabilities or expenses together with any associated VAT incurred by each Secured Party arising (directly or indirectly) out of or in connection with:

(a) any breach or potential breach of or liability (whether civil and/or criminal) under any Environmental Law;

(b) any responsibility on the part of any Finance Party in respect of any clean-up, repair or other corrective action; or

(c) the business or any Real Property of any Chargor,

except to the extent that they arise as a result of the gross negligence or wilful default of that Secured Party.

30.2 Indemnities separate

Each indemnity in each Secured Document shall:

(a) constitute a separate and independent obligation from the other obligations in that or any other Secured Document;

(b) give rise to a separate and independent cause of action;

(c) apply irrespective of any indulgence granted by any Secured Party;

(d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Liability or any other judgment or order; and

(e) apply whether or not any claim under it relates to any matter disclosed by any Chargor or otherwise known to any Secured Party.

31 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.

32 Invalidity

Clause 29 (Partial invalidity) of the Intercreditor Agreement shall apply to this Deed as if set out here in full but so that references to the Finance Documents shall be construed as references to this Deed and any Security created by or under it.

33 Set off

33.1 A Secured Party may set off any matured obligation due from a Chargor under any Secured Document (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies the

Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off.

33.2 If, at any time after notice demanding payment of any sum which is then due but unpaid in respect of the Liabilities has been given by the Security Agent to any Chargor, the relevant obligation or liability is unliquidated or unascertained, the Security Agent may set off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

34 Notices

Any communication under this Deed or any Finance Document or other Secured 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.

35 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

36 Governing law and jurisdiction

36.1 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.

36.2 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) (**Dispute**).

36.3 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.

36.4 This clause 36 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 Deed has been duly delivered on the date stated at the beginning of this Deed. The parties acknowledge and agree that they may execute this Deed and any variation or amendment to the same, by electronic instrument. The parties agree that the electronic signatures appearing on the document shall have the same effect as handwritten signatures and the use of an electronic signature on this Deed shall have the same validity and legal effect as the use of a signature affixed by hand and is made with the intention of authenticating this Deed, and evidencing the parties' intention to be bound by the terms and conditions contained herein. For the purposes of using an electronic signature, Parties authorise each other to the lawful processing of personal data of the signers for contract performance and their legitimate interests including contract management. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

Schedule 1

The Chargors

Name of Chargor	Registration number (or equivalent, if any)
Together Financial Services Limited	02939389
Blemain Finance Limited	01185052
Together Personal Finance Limited	02613335
Factfocus Limited	01402330
General Allied Properties Limited	03099840
Harpmanor Limited	01954109
Jerrold Mortgage Corporation Limited	00521009
Together Commercial Finance Limited	02058813
Spot Finance Limited	01998543
Supashow Limited	02544317
Classic Car Finance Limited	03237779
Bridging Finance Limited	03166982
Bridgingfinance.co.uk Limited	04159852
Auction Finance Limited	04949929
Jerrold Finco plc	04949914
Jerrold Holdings Limited	04950229

Schedule 2

Real Property

Chargor	Description of Real Property	Title number
	None as at the date of this deed	

Schedule 3

Collection Accounts

Chargor	Name of Account	Sort Code	Account Number	Account Bank
Auction Finance Limited	Auction Finance Ltd	01-10-01	[redacted]6883	National Westminster Bank Plc
Blemain Finance Limited	Blemain Finance No 1 A/C	01-10-01	[redacted]9611	National Westminster Bank Plc
Blemain Finance Limited	Blemain Finance No 2 A/C	01-10-01	[redacted]7126	National Westminster Bank Plc
Bridging Finance Limited	Bridging Finance Ltd	01-10-01	[redacted]9118	National Westminster Bank Plc
Harpmanor Limited	Harpmanor Ltd	01-10-01	[redacted]0034	National Westminster Bank Plc
Together Commercial Finance Limited	Together Commercial Finance Limited	01-10-01	[redacted]8649	National Westminster Bank Plc
Together Commercial Finance Limited	Together Commercial Finance (No 2) Limited	01-10-01	[redacted]7053	National Westminster Bank Plc
Together Personal Finance Ltd	Together Personal Finance Ltd	01-10-01	[redacted]8155	National Westminster Bank Plc

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

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	3100503	United	36	Registered

	Services Limited		Kingdom		
TEMPO	Together Financial Services Limited	1437813	United Kingdom	36	Registered

Schedule 6

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)	30/11/2020
Together Financial Services Limited	0039006368	AIG Europe Ltd	Professional Indemnity & Crime (Excess)	30/11/2020

Schedule 7

Form of notice of charge over Bank Accounts

To: [Institution where Bank Account is held] [Date]

[Address]

1 ♦ (**Security Agent**) and ♦ (**Chargor**) give notice that, by a charge created by a Fixed and Floating Security Document dated ♦ 2020 (**Security Document**) between the Chargor and the Security Agent, the Chargor charged in favour of the Security Agent all its present and future right, title and interest in and to the accounts with you listed below (each a **Bank Account**) including all moneys which may at any time be standing to the credit of or accrued or accruing on any Bank Account.

Name of Account	Account Number
♦	♦
♦	♦
♦	♦

2 Accordingly, until you receive written instructions from the Security Agent to the contrary, the Chargor shall be entitled to operate each Bank Account without any consent from the Security Agent. Upon receipt of instructions from the Security Agent:

(a) all rights, powers and discretions of the Chargor in relation to any Bank Account shall be exercisable solely by the Security Agent;

(b) no moneys may be released from any Bank Account without the prior written consent of the Security Agent; and

(c) you should apply any amount standing to the credit of or accrued or accruing on any Bank Account as directed from time to time by the Security Agent in writing.

3 Please acknowledge receipt of this notice of charge and confirm that:

(a) you will pay all moneys in relation to any Bank Account as directed by or pursuant to this notice of charge;

(b) you will disclose to the Security Agent such information relating to any Bank Account as the Security Agent may from time to time request;

(c) you do not have and will not claim or exercise any security interest in, or set-off, counterclaim or other rights in respect of, any Bank Account;

(d) you have not received any other notice of any assignment or charge of any Bank Account or that any other person has any security interest in or claims any rights in respect of any Bank Account;

(e) you will comply the other provisions of this notice of charge; [and]

(f) you submit to the exclusive jurisdiction of the courts of England to settle any dispute arising out of or in connection with this notice of charge (**Dispute**) and agree that the courts of England are the most appropriate and convenient courts to settle Disputes[; and

(g) you irrevocably appoint ♦ as your agent for service of process in relation to any proceedings before the English courts in connection with this notice of charge and agree that failure by a process agent to notify you of the process will not invalidate the proceedings concerned],

by signing the acknowledgement on the attached copy of this notice of charge and returning that copy to the Security Agent at ♦, marked for the attention of ♦.

4 This authority and instruction is irrevocable without the prior written consent of the Security Agent.

5 This notice of charge and your acknowledgement shall be governed by and construed in accordance with English law.

.....	.....
For and on behalf of ♦ as Security Agent	For and on behalf of ♦ as Chargor

[On duplicate]

We acknowledge receipt of the notice of charge of which this is a copy and confirm each of the matters referred to in paragraph 3 of the notice of charge.

……

For and on behalf of

[Institution where Bank Account is held]

Date: ……

Schedule 8

Counterparty Notice

To: *[insert name and address of counterparty]*

Date: [ ]

Dear Sirs

***[Identify Relevant Agreement by reference to date and parties]* (Agreement)**

We notify you that we [*name of Chargor*] (**Chargor**) has assigned to [ ] (**Security Agent**) as security trustee for itself and others all our right, title and interest in the Agreement.

We further notify you that:

1 we may not agree to amend, waive or terminate the Agreement without the prior written consent of the Security Agent;

2 you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Security Agent. Thereafter we will cease to have any right to deal with the Agreement and you should deal only with the Security Agent in relation to the Agreement;

3 you are authorised to disclose information in relation to the Agreement to the Security Agent on request;

4 after receipt of written notice from the Security Agent in accordance with paragraph 2 above, you must pay all monies under the Agreement direct to the Security Agent (and not to us) unless the Security Agent otherwise agrees in writing; and

5 the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to us) by way of confirmation that:

(a) you agree to the terms set out in this notice and to act in accordance with its provisions;

(b) you have not received notice that the Chargor has assigned its rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party;

(c) you are not aware of any amendment to, waiver of or termination of the Agreement [(other than any amendment in accordance with the terms of the Agreement)][1];

(d) you are not aware of any subsisting breach by any party to the Agreement;

(e) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise any the Chargor any right of set off, counterclaim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

[1] insert only in the case of a FinCo Proceeds Loan Agreement

……

For and on behalf of [*insert name of Chargor*]

[*On acknowledgement copy*]

To: [*Insert name and address of Security Agent*]

Copy to: [*Insert name and address of Chargor*]

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (e) above.

……

For and on behalf of [*insert name of counterparty*]

Dated:

Schedule 9

Rights of Receivers

Any Receiver appointed pursuant to clause 18 (Appointment and rights of Receivers) shall have the right, either in his own name or in the name of the relevant Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

1.1 **Enter into possession**

to take possession of, get in and collect the Charged Assets, and to require payment to him or to any Secured Party of any Book Debts or credit balance on any Bank Account (other than a Collection Account);

1.2 **Carry on business**

to manage and carry on any business of that Chargor;

1.3 **Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which that Chargor is a party;

1.4 **Deal with Charged Assets**

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Charged Assets (including any Fixtures, which may be sold separately from the related Real Property) to any person (including a new company formed pursuant to paragraph 1.5 below) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);

1.5 **Hive down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto;

1.6 **Borrow money**

to borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise) on any terms and for whatever purpose;

1.7 **Covenants and guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them;

1.8 **Dealings with tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph 1.5 above) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in

accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Charged Assets);

1.9 **Rights of ownership**

to manage and use the Charged Assets and to exercise and do (or permit that Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Charged Assets;

1.10 **Insurance, repairs, improvements etc.**

to insure the Charged Assets, to carry out decorations, repairs, alterations, improvements and additions to the Charged Assets (including the development or redevelopment of any Real Property) and to purchase or otherwise acquire or do anything in connection with the Charged Assets;

1.11 **Claims**

to settle, adjust, refer or submit to arbitration or any other form of alternative dispute resolution, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of that Chargor or relating to the Charged Assets;

1.12 **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of that Chargor;

1.13 **Redemption of Security**

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;

1.14 **Employees etc.**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by that Chargor;

1.15 **Voting rights**

to exercise all voting and other rights attaching to the Investments and Related Rights in such manner as he shall think fit;

1.16 **Uncalled capital**

to make calls conditionally or unconditionally on the members of any Chargor in respect of uncalled capital;

1.17 **Insolvency Act**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Deed; and

1.18 **Other powers**

to do anything else he may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of any Secured Document to which the relevant Chargor is party, the LPA or the Insolvency Act.

If there is more than one Receiver, unless the document appoint him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act individually and to the exclusion of any other Receivers.

Executed as a deed by)
Together Financial Services Limited)
acting by a director in the presence of)

..... [redacted] .....
Director

Signature of witness [redacted]

Name KAREN BECKETT

Address: [redacted]

Email:

Attention:

Executed as a deed by)
Blemain Finance Limited)
acting by a director in the presence of)

..... [redacted]
Director

Signature of witness [redacted]

Name KAREN BECKETT

Address: [redacted]

Email:

Attention:

Executed as a deed by) .....
Together Personal Finance Limited) Director
acting by a director in the presence of)

Signature of witness

Name KAREN BECKETT

Address:

Email:

Attention:

Executed as a deed by) .....
Factfocus Limited) Director
acting by a director in the presence of)

Signature of witness

Name KAREN BECKETT

Address:

Email:

Attention:

Executed as a deed by) .....
General Allied Properties Limited) Director
acting by a director in the presence of)

Signature of witness

Name KAREN BECKETT

Address:

Email:

Attention:

Executed as a deed by) [redacted]
Harpmanor Limited) Director
acting by a director in the presence of)

Signature of witness [redacted]

Name KAREN BECKETT

Address: [redacted]

Email:

Attention:

Executed as a deed by) [redacted]
Jerrold Mortgage Corporation Limited) Director
acting by a director in the presence of)

Signature of witness [redacted]

Name KAREN BECKETT

Address: [redacted]

Email:

Attention:

Executed as a deed by) [redacted]
Together Commercial Finance Limited) Director
acting by a director in the presence of)

Signature of witness [redacted]

Name KAREN BECKETT

Address: [redacted]

Email:

Attention:

Executed as a deed by) .....
Spot Finance Limited) Director
acting by a director in the presence of)

Signature of witness

Name KAREN BECKETT

Address:

Email:

Attention:

Executed as a deed by) .....
Supashow Limited) Director
acting by a director in the presence of)

Signature of witness

Name KAREN BECKETT

Address:

Email:

Attention:

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

Signature of witness

Name KAREN BECKETT

Address:

Email:

Attention:

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

Signature of witness

Name KAREN BECKETT

Address:

Email:

Attention:

Executed as a deed by) .....
Bridgingfinance.co.uk Limited) Director
acting by a director in the presence of)

Signature of witness

Name KAREN BECKETT

Address:

Email:

Attention:

Executed as a deed by) .....
Auction Finance Limited) Director
acting by a director in the presence of)

Signature of witness

Name KAREN BECKETT

Address:

Email:

Attention:

Executed as a deed by) .....
Jerrold Finco plc) Director
acting by a director in the presence of)

Signature of witness [redacted]

Name KAREN BECKETT

Address: [redacted]

Email:

Attention:

Executed as a deed by) .....
Jerrold Holdings Limited) Director
acting by a director in the presence of)

Signature of witness [redacted]

Name KAREN BECKETT

Address: [redacted]

Email:

Attention:

The Security Agent

NatWest Markets Plc

By:

Executed as a deed by) .....
Jerrold Finco plc) Director
acting by a director in the presence of)

Signature of witness

Name

Address:

Email:

Attention:

Executed as a deed by) .....
Jerrold Holdings Limited) Director
acting by a director in the presence of)

Signature of witness

Name

Address:

Email:

Attention:

The Security Agent

NatWest Markets Plc

By [redacted]