



Registration of a Charge

Company name: **AUCTION FINANCE LIMITED**
Company number: **04949929**

Received for Electronic Filing: **17/02/2020**



Details of Charge

Date of creation: **10/02/2020**
Charge code: **0494 9929 0010**
Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT)**
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:

HAMZAH HUSSAIN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4949929

Charge code: 0494 9929 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th February 2020 and created by AUCTION FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2020 .

Given at Companies House, Cardiff on 18th February 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

10 February 2020

**THE ENTITIES LISTED AT SCHEDULE 1
HERETO**

(as the Supplemental Chargors)

and

THE ROYAL BANK OF SCOTLAND PLC

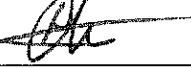
(as the Security Agent)

SUPPLEMENTAL SECURITY DEED

LATHAM & WATKINS

99 Bishopsgate
London EC2M 3XF
United Kingdom
Tel: +44.20.7710.1000
www.lw.com

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

Signature: 

Name: HAMZAH HUSSAIN

Title: SOLICITOR

Date: 17 February 2020

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THIS SUPPLEMENTAL SECURITY DEED is made on

10 February 2020

BETWEEN:

- (1) **THE ENTITIES LISTED IN SCHEDULE 1 HERETO** as supplemental chargors (the “**Supplemental Chargors**”); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC**, as the security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITALS:

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

This deed is designated as a Finance Document.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

“Existing Fixed and Floating Charges” means the 2007 Fixed and Floating Charge, the 2013 Fixed and Floating Charge, the 2015 Fixed and Floating Charge, the 2016 Fixed and Floating Charge, the January 2017 Fixed and Floating Charge, the February 2017 Fixed and Floating Charge, the June 2017 Fixed and Floating Charge and the 2018 Fixed and Floating Charge;

“Facility Agreement” means the amendment and restatement agreement dated 27 April 2018 relating to a facility agreement originally dated 9 November 2007 as amended and restated on 28 August 2012, as amended on 27 September 2013, and as amended and restated on 28 July 2014, 27 August 2015, 2 November 2016 and 5 June 2017;

“FinCo” means Jerrold FinCo plc (formerly known as Finance Your Property Limited) registered in England and Wales with company number 04949914;

“FinCo Proceeds Loan Agreement 2016” means the loan agreement entered into by FinCo as lender and the Company as borrower and dated 13 October 2016, 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 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;

“Intercreditor Agreement” means the Intercreditor agreement dated 9 November 2007 between the Company, the Company and certain of its subsidiaries listed in part 1 of schedule 1 thereto as original borrowers, the Company and certain of its subsidiaries listed in part 1 of schedule 1 thereto as original guarantors, the Senior Lenders (as defined therein), The Royal Bank of Scotland plc as agent of the other Senior Finance Parties (as defined therein), The Royal Bank of Scotland plc as security trustee for the Secured Parties (as defined therein), as amended and restated pursuant to an amendment and restatement agreement dated 28 August 2012 and an amendment and restatement agreement dated 13 October 2016; and

“Relevant Agreement” means:

- (a) the FinCo Proceeds Loan Agreements; and
- (b) each other agreement designated as a Relevant Agreement by the Security Agent and the Company in writing.

1.2 Construction

The provisions of clauses 1.2 (*Construction*) to 1.6 (*Intercreditor Agreement*) of the 2015 Fixed and Floating Charge will be deemed to be set out in full in this deed, but as if references in those clauses to the "Deed" and other similar expressions were references to this deed.

2. UNDERTAKING TO PAY

2.1 Payment of Liabilities

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

2.2 Proportionate Payment

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

3. CHARGING PROVISIONS

3.1 Specific Security

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

- (a) by way of first legal mortgage, all Real Property in England and Wales now belonging to it; and
- (b) by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future;
- (c) by way of first fixed charge, all its present and future:
 - (i) Book Debts;
 - (i) monies standing to the credit of its Bank Accounts (other than the Collection Accounts) and all of its rights, title and interest in relation to the Bank Accounts;
 - (ii) Investments, Subsidiary Shares (including, but not limited to, those set out in Schedule 4 (*Investments*)) and all corresponding Related Rights;
 - (iii) uncalled capital and goodwill;
 - (iv) Intellectual Property (including, but not limited to, that set out in Schedule 6 (*Intellectual Property*));
 - (v) plant and machinery; and
 - (vi) Insurances (including, but not limited to, those set out in Schedule 3 (*Insurances*)) and all related proceeds, claims of any kind, returns of premium and all other benefits; and

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

3.2 Security Assignment

- (a) As further continuing security for the payment of the Liabilities, each Supplemental Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Relevant Agreements to which it is a party.
- (b) Each Supplemental Chargor shall remain liable to perform all its obligations under the Relevant Agreements to which it is a party.
- (c) Notwithstanding the other terms of this clause, prior to the occurrence of an Enforcement Event, each Supplemental Chargor may, subject to the other terms of the Secured Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.

3.3 Floating Charge

- (a) As further continuing security for the payment of the Liabilities (whether of that or any other Supplemental Chargor), each Supplemental Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged under Clause 3.1 (*Specific Security*)), but excluding any Collection Account in which it has an interest.
- (b) The floating charge created by each Supplemental Chargor pursuant to Clause 3.3(a) (*Floating Charge*) above is a **qualifying floating charge** for the purposes of paragraph 14 of Schedule B1 to the Insolvency Act.

4. RESTRICTIONS

4.1 Security

Except for the Existing Fixed and Floating Charges, no Supplemental Chargor shall create or permit to subsist any Security over any Charged Asset, nor do anything prohibited by clause 21.4 (*Negative Pledge*) of the Facility Agreement, except as permitted by that clause.

4.2 Disposal

No Supplemental Chargor shall (nor shall any Supplemental Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset or dispose of the equity of redemption in respect of all or any part of the Charged Assets, except as permitted by the terms of the Facility Agreement.

5. INCORPORATION OF TERMS FROM EXISTING SECURITY

- (a) The provisions of clause 5.3 (*Ranking*) to clause 6.2 (*Recourse*) and Clause 7.3 (*Further assurance*) to Clause 43 (*Counterparties*) of the 2015 Fixed and Floating Charge shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
 - (i) "this Deed" and other similar expressions were a reference to this deed;

- (ii) "Chargor" was a reference to each Supplemental Chargor under this deed;
 - (iii) "Charged Assets" (including references to relevant specific assets within the Charged Assets), was a reference to the assets charged under this deed; and
 - (iv) "Intercreditor Agreement" was a reference to the Intercreditor Agreement (as defined in this deed).
- (b) The representations and warranties made in clause 16 of the 2015 Fixed and Floating Charge and incorporated by reference into this deed shall be made on the date hereof by reference to the facts and circumstances on that date.

6. THE DEBENTURE

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

7. ACKNOWLEDGEMENT BY THE SECURITY AGENT

The Security Agent acknowledges and confirms that:

- (a) the creation of any Security pursuant to (and the compliance by a Supplemental Chargor with the terms of) this deed does not and will not constitute a breach of any representation, warranty or undertaking in the Existing Fixed and Floating Charges; and
- (b) the performance of, and compliance with, any undertaking, requirement or obligation by a Supplemental Chargor under this deed constitutes the performance of, and compliance with, the corresponding undertaking, requirement or obligation under the Existing Fixed and Floating Charges and further, the performance of, and compliance with, any undertaking, requirement or obligation by a Supplemental Chargor under the Existing Fixed and Floating Charges will be deemed to constitute the performance of, and compliance with, the corresponding undertaking, requirement or obligation by a Supplemental Chargor under this deed.

8. FAILURE TO EXECUTE

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

9. NOTICES

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

10. GOVERNING LAW AND JURISDICTION

- (a) This deed and any non-contractual claims arising out of or in connection with it shall be governed by and construed in accordance with English law.
- (b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligations arising out of or in connection with this Agreement) (a "**Dispute**").

- (c) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (d) This Clause 10 is for the benefit of only the Secured Parties. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1**SUPPLEMENTAL CHARGORS**

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

SCHEDULE 2
REAL PROPERTY

None.

SCHEDULE 3

INSURANCES

| Name of Chargor | Policy Number | Insurer's Name | Policy description and Assets insured | Policy expiry date |
|-------------------------------------|--|--|--|---------------------------|
| Together Financial Services Limited | GF821428/1 | Zurich Commercial | Property – 1 st Charge | 30/04/2020 |
| Together Financial Services Limited | GF821428/2 | Zurich Commercial | Property – 2nd Charge | 30/04/2020 |
| Together Financial Services Limited | KR823212 | Zurich Commercial | Property – Residential Repo | 30/04/2020 |
| Together Financial Services Limited | KT770812/C | Zurich Commercial | Property – Commercial | 30/04/2020 |
| Together Financial Services Limited | KT770812/RC | Zurich Commercial | Property – Commercial Repo | 30/04/2020 |
| Together Financial Services Limited | KT770812/O | Zurich Commercial | Property – Owned | 30/04/2020 |
| Together Financial Services Limited | FF875524 | Zurich Commercial | Property – Pure Contingent | 30/04/2020 |
| Together Financial Services Limited | 7103500/19 PL FN D1 7103517/19 PL BB D1 | Zurich Commercial | Professional Indemnity & Crime (Primary) | 30/11/2020 |
| Together Financial Services Limited | 0039006368 | AIG Europe Ltd | Professional Indemnity & Crime (Excess) | 30/04/2020 |
| Together Financial Services Limited | L/TOGPFL L/TOGCFL | London & European Title Insurance Services Limited | Title Insurance | 30/11/2020 |

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 Briar Hill Court 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
- 100 ordinary shares of £1 each in Monarch Recoveries Limited
- 100 ordinary shares of £1 each in Proactive Lending Limited
- 100 ordinary shares of £1 each in Privileged Estates Limited
- 100 ordinary shares of £1 each in Finance Your Property Limited (formerly known as Privileged Properties (Northern) Limited)
- 2 ordinary shares of £1 each in Supashow Limited
- 100 ordinary shares of £1 each in Classic Car Finance Limited
- 100 ordinary shares of £1 each in Proactive Bridging Limited (formerly known as Hello Finance UK Limited)
- 100 ordinary shares of £1 each in Bridging Finance Limited
- 100 ordinary shares of £1 each in Phone-A-Loan Limited
- 2 ordinary shares of £1 each in Bridgingfinance.co.uk Limited
- 1 ordinary share of £1 each in Auction Finance Limited
- 50,001 ordinary shares of £1 each in Jerrold FinCo plc (formerly known as Finance Your Property Limited)
- 1 ordinary share of £1 each in Jerrold Holdings Limited
- 100 ordinary shares of £1 each in Provincial & Northern Properties Limited
- 1 ordinary share of £1 each in Together123 Limited

Blemain Finance Limited

100 ordinary shares of £1 each in Spot Finance Limited

SCHEDULE 5

COLLECTION ACCOUNTS

| Chargor | Name of Account | Sort Code | Account Number | Account Bank |
|-------------------------------------|------------------------|------------------|-----------------------|-------------------------------|
| Auction Finance Limited | REDACTED | REDACTED | REDACTED | National Westminster Bank Plc |
| Blemain Finance Limited | REDACTED | REDACTED | REDACTED | National Westminster Bank Plc |
| Blemain Finance Limited | REDACTED | REDACTED | REDACTED | National Westminster Bank Plc |
| Bridging Finance Limited | REDACTED | REDACTED | REDACTED | National Westminster Bank Plc |
| Together Personal Finance Limited | REDACTED | REDACTED | REDACTED | National Westminster Bank Plc |
| Harpmanor Limited | REDACTED | REDACTED | REDACTED | National Westminster Bank Plc |
| Together Commercial Finance Limited | REDACTED | REDACTED | REDACTED | National Westminster Bank Plc |
| Together Commercial Finance Limited | REDACTED | REDACTED | REDACTED | National Westminster Bank Plc |

SCHEDULE 6

INTELLECTUAL PROPERTY

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

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE CHARGORS

Executed as a deed by)

Together Financial Services Limited)

acting by a director in the presence of)

REDACTED

Director

REDACTED

Signature of witness

Name **VICTORIA SMIRK**

Address **LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW**

Executed as a deed by)

Auction Finance Limited)

acting by a director in the presence of)

REDACTED

Director

REDACTED

Signature of witness

Name **VICTORIA SMIRK**

Address **LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW**

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

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

REDACTED

Signature of witness REDACTED

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

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

REDACTED

Signature of witness REDACTED

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

Executed as a deed by

)

REDACTED

Bridgingfinance.co.uk Limited

)

acting by a director in the presence of

)

Director

Signature of witness

REDACTED

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

Executed as a deed by

)

REDACTED

)

Together Personal Finance Limited

)

Director

acting by a director in the presence of

Signature of witness

REDACTED

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

Executed as a deed by)

Classic Car Finance Limited

REDACTED

acting by a director in the presence of

)

) Director

Signature of witness

REDACTED

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

Executed as a deed by)

Factfocus Limited)

REDACTED

acting by a director in the presence of)

Director

Signature of witness

REDACTED

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

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

Executed as a deed by

)

REDACTED

General Allied Properties Limited

)

acting by a director in the presence of

)

Director

REDACTED

Signature of witness

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

Executed as a deed by

)

REDACTED

Harpmanor Limited

)

acting by a director in the presence of

)

Director

REDACTED

Signature of witness

Name VICTORIA SMIRK

Address ~~W~~ LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

Executed as a deed by)

Jerrold FinCo plc)

acting by a director in the presence of)

)

) Director

REDACTED

REDACTED

Signature of witness

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

Executed as a deed by)

Jerrold Mortgage Corporation Limited)

acting by a director in the presence of)

) Director

REDACTED

Signature of witness

REDACTED

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE SK8 3GW

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

REDACTED

REDACTED

Signature of witness

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

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

REDACTED

REDACTED

Signature of witness

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

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

Signature of witness **REDACTED**

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

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

Signature of witness **REDACTED**

Name VICTORIA SMIRK

Address LAKE VIEW, LAKESIDE, CHEADLE, SK8 3GW

THE SECURITY AGENT

Signed by **TONY BENNETT**)
for and on behalf of The Royal Bank of)
Scotland plc in the presence of)

REDACTED

REDACTED

Signature of witness

Name **JENNIFER PETERS**

Address

The Royal Bank of Scotland Plc
Syndicated Loans Agency
250 Bishopsgate
London
EC2M 4AA

