Companies House

MR01(ef)

Registration of a Charge

Company name: **Together Personal Finance Limited**

Company number: **02613335**

Received for Electronic Filing: **13/06/2017**

X68HEV3U

Details of Charge

Date of creation: **05/06/2017**

Charge code: **0261 3335 0013**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC AS SECURITY TRUSTEE FOR ITSELF AND THE OTHER SECURED PARTIES (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: **ADDLESHAW GODDARD LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2613335

Charge code: 0261 3335 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th June 2017 and created by Together Personal Finance Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th June 2017 .

Given at Companies House, Cardiff on 14th June 2017

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

5 JUNE 2017

THE ENTITIES LISTED AT SCHEDULE 1 HERETO
(as the Supplemental Chargors)

THE ROYAL BANK OF SCOTLAND PLC
(as the Security Agent)

SUPPLEMENTAL SECURITY DEED

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This Supplemental Security Deed is made on 5 June 2017

Between:

(1) **The Entities** 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 (**Security Agent**).

Whereas:

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

It is agreed:

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

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 and the 2016 Fixed and Floating Charge

Facility Agreement means the super senior revolving credit facility agreement dated on or about the date of this deed and made between Together Financial Services Limited (**Company**), the Company as original borrower, the Company and certain of its subsidiaries as original guarantors, The Royal Bank of Scotland plc as mandated lead arranger, certain financial institutions as original lenders, The Royal Bank of Scotland plc as agent and The Royal Bank of Scotland plc as security agent

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

FinCo Proceeds Loan Agreement means the loan agreement entered into by FinCo as lender and the Company as borrower and dated on or about the date of the 2016 Fixed and Floating Charge, pursuant to the terms of which FinCo makes available to the Company the proceeds of the issue of High Yield Senior Secured Notes (as defined in the Intercreditor Agreement)

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

Relevant Agreement means:

(a) the FinCo Proceeds Loan Agreement and

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

1.2 **Construction**

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

2 Undertaking to pay

2.1 **Payment of Liabilities**

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

2.2 **Proportionate Payment**

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

3 Charging provisions

3.1 **Specific Security**

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

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

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

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

(i) Book Debts;

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

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

(iv) uncalled capital and goodwill;

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

(vi) plant and machinery; and

(vii) Insurances (including, but not limited to, those set out in Schedule 3 (Insurances)) and all related proceeds, claims of any kind, returns of premium and 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 expressly 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;

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

(v) "Facility Agreement" was a reference to the Facility Agreement (as defined in this deed).

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

6 The Debenture

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

7 Acknowledgement by the Security Agent

The Security Agent acknowledges and confirms that:

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

(b) the performance of, and compliance with, any undertaking, requirement or obligation by a Supplemental Chargor under this deed constitutes the performance of, and

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

8 Failure to execute

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

9 Notices

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

10 Governing law and jurisdiction

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

(b) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligations arising out or in connection with this Agreement) (**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 – 1st Charge	31/01/2018
Together Financial Services Limited	GF821428/2	Zurich Commercial	Property – 2nd Charge	31/01/2018
Together Financial Services Limited	KR823212	Zurich Commercial	Property – Residential Repo	31/01/2018
Together Financial Services Limited	KT770812/C	Zurich Commercial	Property - Commercial	31/01/2018
Together Financial Services Limited	KT770812/RC	Zurich Commercial	Property – Commercial Repo	31/01/2018
Together Financial Services Limited	FF87524	Zurich Commercial	Property – Pure Contingent	31/01/2018
Together Financial Services Limited	KT770812/O	Zurich Commercial	Property – Owned	31/01/2018
Together Financial Services Limited	AQ771637	Zurich Commercial	Contractors All Risk	31/01/2018
Together Financial Services Limited	KP771635	Zurich Commercial	Combined Liability	31/01/2018
Together Financial Services Limited	KH771251	Zurich Commercial	Computer	31/01/2018
Together Financial Services Limited	NYF18202	Zurich Risk Engineering	Engineering	31/01/2018
Together Financial Services Limited	KX770675	Zurich Commercial	Fleet	31/01/2018
Together Financial Services Limited	JW873435	Zurich Commercial	Office Combined	31/01/2018
Together Financial Services Limited	710350015	Zurich Commercial	Professional Indemnity	31/10/2017
Together Financial Services Limited	710349915 PL FN D1	Zurich Commercial	Directors & Officers (Primary)	31/10/2017
Together Financial Services Limited	82405597A	Chubb Insurance	Directors & Officers (Excess)	31/10/2017
Auction Finance Limited	MS/AFL	London & European Title Insurance Services Limited	Title Insurance	Initial contract term has expired but we continue on a 90 day cancellation period
Blemain Finance Limited	MS/BLEM	London & European Title Insurance Services Limited	Title Insurance	
Bridging Finance Limited	MS/BRFL	London & European Title Insurance Services Limited	Title Insurance	
Together Personal Finance Limited	MS/TPFL	London & European Title Insurance Services Limited	Title Insurance	

Name of Chargor	Policy Number	Insurer's Name	Policy description and Assets insured	Policy expiry date
Harpmanor Limited	MS/HARP	London & European Title Insurance Services Limited	Title Insurance	
Together Commercial Finance Limited	MS/TCF:	London & European Title Insurance Services Limited	Title Insurance	

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

Blemain Finance Limited

100 ordinary shares of £1 each in Spot Finance Limited

Schedule 5

Collection Accounts

Chargor	Name of Account	Sort Code	Account Number	Account Bank
Auction Finance Limited	Auction Finance Ltd	01-10-01	63196883	National Westminster Bank Plc
Blemain Finance Limited	Blemain Finance No 2 A/C	01-10-01	65609611	National Westminster Bank Plc
Blemain Finance Limited	Blemain Finance No 1 A/C	01-10-01	63117126	National Westminster Bank Plc
Blemain Finance Limited	Blemain Finance No 4 A/C	01-10-01	65621239	National Westminster Bank Plc
Blemain Finance Limited	BFL Money Market ACC/SIBA A/C	01-10-01	63088592	National Westminster Bank Plc
Bridging Finance Limited	Bridging Finance Ltd	01-10-01	63059118	National Westminster Bank Plc
Cheshire Mortgage Corporation Limited	Cheshire MortgageCorp Limited	01-10-01	46728155	National Westminster Bank Plc
Factfocus Limited	Factfocus Limited	01-10-01	01048910	National Westminster Bank Plc
Harpmanor Limited	Harpmanor Ltd	01-10-01	01010034	National Westminster Bank Plc
Jerrold FinCo Plc	Jerrold FinCo Plc	01-10-01	64326810	National Westminster Bank Plc
Jerrold Holdings Limited	Jerrold Holdings Limited	01-10-01	46724699	National Westminster Bank Plc

Jerrold Holdings Limited	Jerrold Holdings Limited Deposit	01-10-01	40706702	National Westminster Bank Plc
Jerrold Mortgage Corporation Limited	Jerrold Mortgage Corporation Limited	01-10-01	01033484	National Westminster Bank Plc
Lancashire Mortgage Corporation Limited	Lancashire No 1 Account	01-10-01	93128649	National Westminster Bank Plc
Lancashire Mortgage Corporation Limited	Lancashire No 2 Account	01-10-01	63117053	National Westminster Bank Plc
Spot Finance Limited	Spot Finance Limited	01-10-01	40710998	National Westminster Bank Plc
Supashow Limited	Supashow Limited	01-10-01	01016563	National Westminster Bank Plc

Schedule 6

Intellectual Property

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

SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED

THE CHARGORS

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

[redacted]

) .....
) Director

[redacted] .....
Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE,
CHEADLE SK8 3GW

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

[redacted] .....
Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE,
CHEADLE SK8 3GW

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

[redacted] .....
Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE,
CHEADLE SK8 3GW

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

.....[redacted].....
Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE,
CHEADLE SK8 3GW

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

.....[redacted].....
Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE
CHEADLE SK8 3GW

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

.....[redacted].....
Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE
CHEADLE SK8 3GW

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

[redacted]

Director

[redacted]

Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE

CHEADLE SK8 3GW

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

[redacted]

Director

[redacted]

Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE

CHEADLE SK8 3GW

Executed as a deed by)
Lancashire Mortgage Corporation Limited)
acting by a director in the presence of)

[redacted]

Director

(now known as Together Commercial Finance Limited)
AG LLP

[redacted]

Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE

CHEADLE SK8 3GW

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

[redacted]

Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE
CHEADLE SK8 3GW

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

[redacted]

Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE
CHEADLE SK8 3GW

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

[redacted]

Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE
CHEADLE SK8 3GW

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

[redacted] ..... Director

[redacted]
Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE
CHEADLE SK8 3GW

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

[redacted] ..... Director

[redacted]
Signature of witness

Name NIGEL DALE

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 NIGEL DALE

Address LAKE VIEW, LAKESIDE
CHEADLE SK8 3GW

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

.....

Signature of witness

Name NIGEL DALE

Address LAKE VIEW, LAKESIDE
CHEADLE SK8 3GW

THE SECURITY AGENT

Signed by)
for and on behalf of The Royal Bank of)
Scotland plc in the presence of:) .....

.....

Signature of witness

Name .....

Address .....

.....

Executed as a deed by **Jerrold FinCo plc** acting by a director in the presence of)
)
)

.....
Director

.....
Signature of witness

Name .....

Address .....

.....

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