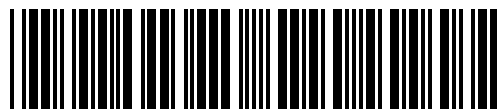




**Registration of a Charge**

Company Name: **AUCTION FINANCE LIMITED**

Company Number: **04949929**



Received for filing in Electronic Format on the: **15/04/2024**

XD1305IH

**Details of Charge**

Date of creation: **09/04/2024**

Charge code: **0494 9929 0015**

Persons entitled: **NATWEST MARKETS 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 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th April 2024 and created by AUCTION FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2024 .

Given at Companies House, Cardiff on 16th April 2024

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**

9 April 2024

**THE ENTITIES LISTED AT SCHEDULE 1  
HERETO**

(as the Supplemental Chargors)

and

**NATWEST MARKETS PLC**

(as the Security Agent)

---

**SUPPLEMENTAL SECURITY DEED**

---

**LATHAM & WATKINS**

99 Bishopsgate  
London EC2M 3XF  
United Kingdom  
Tel: +44.20.7710.1000  
[www.lw.com](http://www.lw.com)

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.

Signature: Hamzah Hussain

Name: Hamzah Hussain

Title: Solicitor

Date: 15 April 2024

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THIS SUPPLEMENTAL SECURITY DEED is made on 9 April 2024

BETWEEN:

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

RECITALS:

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

This deed is designated as a Finance Document.

IT IS AGREED AS FOLLOWS:

## 1. INTERPRETATION

### 1.1 Definitions

Unless otherwise defined in this deed, terms defined in the 2022 September Fixed and Floating Charge (as defined below) shall have the same meaning when used in this deed, but as if references in those definitions to a “Chargor” were references to each Supplemental Chargor under this deed.

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

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

“2021 January Fixed and Floating Charge” means the supplemental security deed entered into by the Supplemental Chargors in favour of the Security Agent dated 25 January 2021;

“2021 November Fixed and Floating Charge” means the supplemental security deed entered into by the Supplemental Chargors in favour of the Security Agent dated 11 November 2021;

“2022 September Fixed and Floating Charge” means the fixed and floating security document entered into by the Supplemental Chargors in favour of the Security Agent dated 16 September 2022;

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

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

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

**“Existing Fixed and Floating Charges”** means the 2020 September Fixed and Floating Charge, the 2021 January Fixed and Floating Charge; the 2021 November Fixed and Floating Charge and the 2022 September Fixed and Floating Charge ;

**“Facility Agreement”** means the facility agreement originally dated 9 November 2007 and amended and restated from time to time including on 9 April 2024 and currently between, the Company and certain subsidiaries of the Company as original guarantors, Citibank, N.A., London Branch, HSBC Bank plc, Lloyds Bank plc and The Royal Bank of Scotland plc as Arrangers and Citibank, N.A., London Branch, HSBC Bank plc, Lloyds Bank plc and The Royal Bank of Scotland plc as Original Lenders, The Royal Bank of Scotland plc as Agent and NatWest Markets Plc as Security Agent;

**“FinCo”** means Jerrold FinCo plc, registered in England and Wales with company number 04949914;

**“FinCo Proceeds Loan Agreement January 2021”** means the loan agreement entered into by FinCo as lender and the Company as borrower and dated 25 January 2021, 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 March 2024”** means the loan agreement entered into by FinCo as lender and the Company as borrower and dated 9 April 2024, 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 January 2021 and the FinCo Proceeds Loan Agreement March 2024;

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

**“Intellectual Property”** of a Supplemental Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same);

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

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

**“Relevant Agreement”** means:

- (a) the FinCo Proceeds Loan Agreements; and

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

## **1.2 Construction**

The provisions of clauses 1.2 (*Construction*) to 1.8 (*Intercreditor Agreement*) of the 2022 September Fixed and Floating Charge will be deemed to be set out in full in this deed, but as if references in those clauses to the “Deed” and other similar expressions were references to this deed.

## **2. UNDERTAKING TO PAY**

### **2.1 Payment of Liabilities**

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

### **2.2 Proportionate Payment**

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

## **3. CHARGING PROVISIONS**

### **3.1 Fixed Charges**

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

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

- (vii) Insurances (including, but not limited to, those set out in Schedule 3 (*Insurances*)) and all related proceeds, claims of any kind, returns of premium and other benefits; and
- (viii) to the extent that any assignment in Clause 3.2 (*Assignment*) is ineffective as an assignment, all its rights, title and interest and claims under the Relevant Agreements.

### 3.2 Assignment

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

### 3.3 Floating Charge

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

## 4. RESTRICTIONS AND FURTHER ASSURANCE

### 4.1 Security

Except for the Existing Fixed and Floating Charges, no Supplemental Chargor shall create or permit to subsist any Security over any Charged Asset provided that the Supplemental Chargor may create or permit to subsist any Security over any Charged Asset where the same is not prohibited under the terms of any of the Secured Documents (as defined in the Intercreditor Agreement).

### 4.2 Disposal

No Supplemental Chargor shall (nor shall any Supplemental Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged

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

#### **4.3 Further assurance**

- (a) Each Supplemental Chargor shall promptly do whatever the Security Agent requires:
  - (i) to perfect or protect the Charges or the priority of the Charges; or
  - (ii) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Agent or any Receiver,including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Agent or its nominees or otherwise), making any registration and giving any notice, order or direction.
- (b) Any document required to be executed by a Supplemental Chargor under this Clause 4.3 will be prepared at the cost of that Supplemental Chargor.

#### **4.4 Automatic release of Security**

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

### **5. INCORPORATION OF TERMS FROM EXISTING SECURITY**

- (a) The provisions of clause 5.3 (*Ranking*) to clause 5.6 (*Moratorium*) and clause 7 (*Real Property*) to clause 33 (*Counterparts*) of the 2022 September Fixed and Floating Charge shall be deemed to be incorporated into this deed with all necessary modifications as if they were set out in full in this deed, but as if references in those clauses to:
  - (i) “this Deed” and other similar expressions were a reference to this deed;
  - (ii) “Chargor” was a reference to each Supplemental Chargor under this deed;
  - (iii) “Charged Assets” (including references to relevant specific assets within the Charged Assets), was a reference to the assets charged and described under this deed; and
  - (iv) “Intercreditor Agreement” was a reference to the Intercreditor Agreement (as defined in this deed).
- (b) The representations and warranties made in clause 13 (*Representation and warranty*) of the 2022 September Fixed and Floating Charge and incorporated by reference into this deed shall be made by each Supplemental Chargor on the date hereof by reference to the facts and circumstances on the date hereof and by reference to the Real Property, Investments, Intellectual Property and Insurances charged under this deed.

### **6. THE DEBENTURE**

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

## **7. ACKNOWLEDGEMENT BY THE SECURITY AGENT**

The Security Agent acknowledges and confirms that:

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

## **8. FAILURE TO EXECUTE**

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

## **9. 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.

**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**

<b>Name of Chargor</b>	<b>Registration number (or equivalent, if any)</b>
Together Financial Services Limited	02939389
Auction Finance Limited	04949929
Blemain Finance Limited	01185052
Bridging Finance Limited	03166982
Together Personal Finance Limited	02613335
Factfocus Limited	01402330
General Allied Properties Limited	03099840
Harpmanor Limited	01954109
Jerrold FinCo plc	04949914
Together Commercial Finance Limited	02058813
Spot Finance Limited	01998543
Supashow Limited	02544317

**SCHEDULE 2**  
**REAL PROPERTY**

None.

**SCHEDULE 3  
INSURANCES**

Name of Chargor	Policy number	Insurer's name and address	Policy description & Assets insured	Policy expiry date
Together Financial Services Limited	[REDACTED]	Pen Underwriting Limited	Property – Failure to Insure	31/01/2025
Together Financial Services Limited	[REDACTED]	Pen Underwriting Limited	Property – Lenders Interest Only	31/01/2025
Together Financial Services Limited	[REDACTED]	Pen Underwriting Limited	Property – Properties in Possession	31/01/2025
Together Commercial Finance Limited	[REDACTED]	Westcor International Limited	Title Indemnity Insurance	30/04/2024
Together Personal Finance Limited	[REDACTED]	Westcor International Limited	Title Indemnity Insurance	30/04/2024

## **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

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 Bridging Finance 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)

### **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	██████	National Westminster Bank Plc
Blemain Finance Limited	Blemain Finance No 1 A/C	01-10-01	██████	National Westminster Bank Plc
Blemain Finance Limited	Blemain Finance No 2 A/C	01-10-01	██████	National Westminster Bank Plc
Bridging Finance Limited	Bridging Finance Ltd	01-10-01	██████	National Westminster Bank Plc
Harpmanor Limited	Harpmanor Ltd	01-10-01	██████	National Westminster Bank Plc
Together Commercial Finance Limited	Together Commercial Finance Limited	01-10-01	██████	National Westminster Bank Plc
Together Commercial Finance Limited	Together Commercial Finance (No 2) Limited	01-10-01	██████	National Westminster Bank Plc
Together Personal Finance Limited	Together Personal Finance Ltd	01-10-01	██████	National Westminster Bank Plc

**SCHEDULE 6**  
**INTELLECTUAL PROPERTY**

<b>Trademark</b>	<b>Company (Trademark owner)</b>	<b>Registration No.</b>	<b>Country</b>	<b>Class</b>	<b>Status</b>
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
t.	Together Financial Services Limited	3135677	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 Services Limited	3100503	United Kingdom	36	Registered
TEMPO	Together Financial Services Limited	1437813	United Kingdom	36	Registered

**SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED**

**THE SUPPLEMENTAL CHARGORS**

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

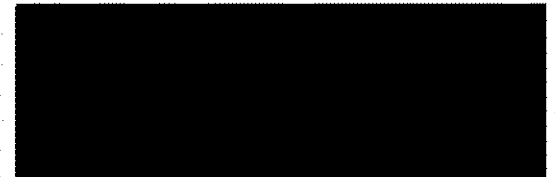
Name: GARY BECKETT

Title: MD & CHIEF TREASURY OFFICER



Name: HENRY MOSER

Title: CEO



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

Name: GARY BECKETT

Title: MD & CHIEF TREASURY OFFICER



Name: HENRY MOSER

Title: CEO



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

Name:

Title:

Name:

Title:

**SIGNATORIES TO THE SUPPLEMENTAL SECURITY DEED**

**THE SUPPLEMENTAL CHARGORS**

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

Name:

Title:

Name:

Title:

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

Name:

Title:

Name:

Title:

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

Name: Gary Beckett

Title: MD & CHIEF TREASURY OFFICER

in the presence of:

Name: IAIN WRIGHT

Signed:

Address:

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

Name: GARY BECKETT

Title: MD & CHIEF TREASURY OFFICER

Name: HENRY MOSEK

Title: CEO

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

Name:

Title:

Name:

Title:

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

Name:

Title:

Name:

Title:

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

Name: Gary Beckett

Title: MD & CHIEF TREASURY OFFICER

in the presence of:

Name: IAIN WRIGHT

Signed:

Address:

Executed as a deed by  
**Factfocus Limited**  
acting by:

Name: GARY BECKETT

Title: MD & CHIEF TREASURY OFFICER

Name: HENRY MOSER

Title: CEO

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

Name: GARY BECKETT

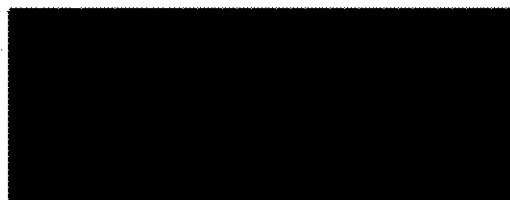
Title: MD & CHIEF TREASURY OFFICER

Name: HENRY MOSER

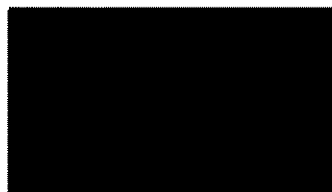
Title: CEO

Executed as a deed by  
**Harpmanor Limited**  
acting by:

Name: GARY BECKETT  
Title: MD & CHIEF TREASURY  
OFFICER

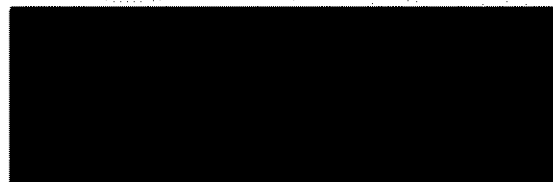


Name: HENRY MOSER  
Title: CEO

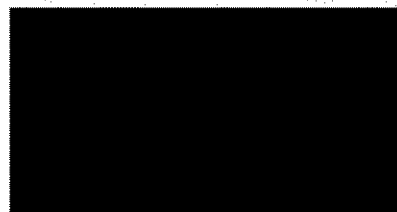


Executed as a deed by  
**Jerrold FinCo plc**  
acting by:

Name: GARY BECKETT  
Title: MD & CHIEF TREASURY OFFICER



Name: HENRY MOSER  
Title: CEO



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

Name: GARY BECKETT

Title: MD & CHIEF TREASURY OFFICER

Name: HENRY MOSEK

Title: CEO

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

Name:

Title:

Name:

Title:

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

Name:

Title:

Name:

Title:

Executed as a deed by  
**Spot Finance Limited**  
acting by:

Name: Gary Beckett

Title: MD & CHIEF TREASURY OFFICER

in the presence of:

Name: IAIN WRIGHT

Signed:

Address:

Executed as a deed by  
**Supashow Limited**  
acting by:

Name: GARY BECKETT

Title: MD & CHIEF TREASURY OFFICER



Name: HENRY MOSER

Title: CEO



**THE SECURITY AGENT**

Signed by **MARK CLARK**  
for and on behalf of NatWest Markets Plc



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