

000756/13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the Web  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NO**  
You may not use this form to  
register a charge where  
instrument Use form M

WEDNESDAY



A29 \*A2JKRIZ7\* 23/10/2013 #347  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

### 1 Company details

Company number 0 3 1 5 1 0 4 3 ✓

Company name in full AZULE LIMITED

For official use

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 1 1 0 2 0 1 3 ✓

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Shawbrook Bank Limited ✓

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Particulars of a charge

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### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

5

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box



Yes



No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box



Yes Continue



No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?



Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box



Yes



No

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

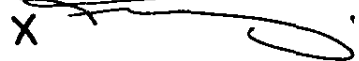
9

**Signature**

Please sign the form here

Signature

Signature

X  X

F MANLEY - NEW BUSINESS MANAGER.

This form must be signed by a person with an interest in the charge

MRO1

## Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Paul Tagg**

Company name **Shawbrook Bank Limited**

Address **Shawbrook House**

**Dorking Business Park**

**Station Road**

Post town **Dorking**

County/Region **Surrey**

Postcode **R H 4 1 H J**

Country **UK**

DX

Telephone **0845 604 0978**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 3151043

Charge code: 0315 1043 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2013 and created by AZULE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2013.

Given at Companies House, Cardiff on 24th October 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

CERTIFIED AS A TRUE  
COPY OF THE ORIGINAL

DATE 22/10/2013

SIGNED

Edwin Taylor  
New Business Coordinator

SHAWBROOK

ASSET FINANCE



Shawbrook Bank Limited

BLOCK DISCOUNTING MASTER AGREEMENT

THIS AGREEMENT is made the 21st day of October - Year 2013  
BETWEEN

- (1) SHAWBROOK BANK LIMITED (the "**Purchaser**") whose registered office is at Lutea House, Warley Hill Business Park, The Drive, Great Warley, Brentwood, Essex CM13 3BE and
- (2) AZULE LIMITED (the "**Vendor**") whose registered office is at E3 The Premier Centre, Abbey Park, Romsey SO51 9DG

IT IS HEREBY AGREED as follows

1. INTERPRETATION

1.1 In this Master Agreement

"**Agreement**" means any agreement entered into (whether before or after the date hereof) between the Vendor as owner, vendor or creditor as the case may be and a Customer which is a Hire Purchase Agreement, Conditional Sale Agreement, Rental Agreement or Credit Agreement,

"**Block Discounting Agreement**" has the meaning given to it in Clause 2,

"**Conditional Sale Agreement**" has the same meaning as the Consumer Credit Act 1974,

"**Credit Agreement**" means an agreement whereby one person provides another with credit of any amount to finance the supply of goods and services and includes a negotiable instrument and for the purpose of this definition "credit" includes a cash loan and any other form of financial accommodation,

"**Credit Sale Agreement**" has the same meaning as in the Consumer Credit Act 1974,

"**Customer**" means any hirer, purchaser and/or debtor as the case may be named in any Agreement,

"**Equipment**" means, at any time, goods which are the subject of any Agreement, the Receivable in respect of which is, at such time, a Purchased Receivable,

"**Hire Purchase Agreement**" has the same meaning as in the Consumer Credit Act 1974,

"**Letter**" means a letter as amended from time to time from the Purchaser to the Vendor countersigned by the Vendor,

"**Listing Schedule**" means the Purchaser's standard form for the listing of Agreements,

"**Purchased Amount**" means, in respect of any Receivable purchased or to be purchased pursuant hereto, (a) the total amount payable (but unpaid) by a Customer to the Vendor (as agent for the Purchaser or otherwise) pursuant to the Agreement to which such Receivable relates at the time such Receivable is purchased by the Purchaser or (b) such other amount as may be agreed in writing by the parties hereto,

"**Purchased Receivable**" means a Receivable purchased or purported to be purchased by the Purchaser pursuant hereto, including without limitation any Receivable which replaces a Purchased Receivable pursuant to Clause 7.1.2,

"**Purchase Price**" means, in relation to a Receivable, the sum specified as such in, and calculated in accordance with, the Letter,

"**Receivable**" means (unless otherwise agreed in writing by the parties hereto), at any given time, all the right, title and interest of the Vendor in and to any Agreement, and all rights of the Vendor under any guarantee, indemnity or other security relating to such Agreement,

"**Rental Agreement**" means an agreement for the bailment or (in Scotland) the hiring of goods which is not a Hire Purchase Agreement,

"**Satisfaction Amount**" means, in relation to a Receivable, the sum calculated in accordance with the Block Discounting Agreement and specified by the Purchaser from time to time,

**"Secured Liabilities"** means all present and future liabilities whether actual or contingent and whether owed jointly or severally of the Vendor to the Purchaser under the Block Discounting Agreement,

**"Termination Event"** means any of the events referred to in Clause 11 1,

**"Unassigned Debts"** means, at any time, all Receivables purchased or purported to be purchased under the Block Discounting Agreement not assigned to the Purchaser by way of sale including the full benefit of all guarantees and securities therefore and indemnities in respect thereof and all liens, reservations of title, right of tracing and other rights enabling the Vendor to enforce any such debts or claims

**"VAT"** means value added tax or any similar or equivalent tax replacing or supplementing it

1 2 Any reference in this Master Agreement to

A **"business day"** shall be construed as a reference to a day on which banks are open for business in London,

**"financial obligation"** shall be construed so as to include any obligation for the payment or repayment of money, whether present or future, actual or contingent,

a **"person"** shall be construed as a reference to any person, firm, company or corporation or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing,

a **"security interest"** shall be construed as a reference to a mortgage, charge, pledge, lien, retention of title clause, right of tracing or other security interest securing any obligation of any person

1 3 In this Master Agreement, clause heading are for convenience only and shall not affect the interpretation of the terms contained in the Clause concerned, the singular shall include the plural and vice versa, the masculine shall include the feminine and the neuter, and a statutory provision shall include a reference to any modification or re-enactment of that provision for the time being in force

## 2. BLOCK DISCOUNTING AGREEMENT

The Block Discounting Agreement is a single agreement constituted by this Master Agreement as supplemented or varied by the Letter, and in case of conflict between the terms of the Master Agreement and the Letter the terms of the Letter shall prevail. References in this Master Agreement or the Letter to the Master Agreement or to the Letter shall, unless the context requires otherwise, be construed as references to the Block Discounting Agreement and **"hereunder"** and **"herein"** and similar expressions shall be construed accordingly

## 3. OFFER AND PURCHASE OF RECEIVABLES

At the request of the Vendor the Purchaser will consider and, if in its sole discretion it thinks fit, purchase from the Vendor all or any of the Receivables offered to it by the Vendor from time to time upon the terms and subject to the conditions hereinafter contained

## 4. PROCEDURE FOR PURCHASE OF RECEIVABLES

4 1 The Vendor may offer to sell to the Purchaser any Receivables by sending to the Purchaser -

4 1 1 a Listing Schedule which shall include references to any guarantee, indemnity or other security document relating to any Agreement listed therein,

4 1 2 the originals of such Agreements and any guarantee, indemnity or other security documents listed in such Listings Schedule and, unless otherwise notified to the Vendor from time to time, copies of invoices delivered to Customers pursuant to such Agreements, and

4 1 3 unless otherwise notified to the Vendor, a note signed by the Customer under each relevant Agreement recording the acknowledgement of the Customer that it received the goods and/or services to which such Agreement relates

4 2 The sending of the documents referred in Clause 4 1 to the Purchaser by the Vendor shall constitute an offer for sale of the relevant Receivables

4 3 If the Purchaser so decides it will purchase such Receivables or any of them on the terms of the Block Discounting Agreement. The Purchaser shall not, and shall not be required to, accept such offer other than by making such payment as is calculated pursuant to the terms of the Block Discounting Agreement. Such acceptance shall be the sole method by which the

Purchaser may accept the Vendor's offer and thereupon such Receivables shall vest in the Purchaser

- 4.4 The Purchaser shall pay in relation to a Purchased Receivable a sum representing the Purchase Price in such manner as the Purchaser shall consider fit

## **5. AGENCY**

- 5.1 The Purchaser appoints the Vendor its sole agent and trustee for the collection of all sums due in respect of any Purchased Receivables sold to it by the Vendor
- 5.2 The Vendor shall at its own expense diligently collect such sums and on receipt shall pay them to the Purchaser in accordance with the terms of the Block Discounting Agreement and pending payment shall hold such sums on trust for the Purchaser
- 5.3 The Vendor shall inform the Purchaser from time to time upon its request of the amounts received or recovered by the Vendor in respect of each Purchased Receivable
- 5.4 The Vendor hereby covenants and undertakes that, should the Purchaser exercise any right conferred in the Block Discounting Agreement upon the Purchaser to terminate the agency of the Vendor, it will not in any way interfere or attempt to interfere with the collection of sums due from Customers in respect of the Purchased Receivables and that, upon the termination of such appointment for any reason the Vendor shall not collect or attempt to collect or hold himself out as having authority to collect any such sums

## **6. SATISFACTION**

- 6.1 The Vendor shall pay to the Purchaser in respect of each Purchased Receivable an amount equal to the Satisfaction Amount in such instalments and at such times as may be specified by the Purchaser (irrespective of whether or not the Vendor has received an amount equal thereto from the Customer)
- 6.2 The Purchaser may, upon receipt of the Satisfaction Amount, offer to transfer to the Vendor without payment to the Purchaser its right, title and interest in the relevant Purchased Receivable

## **7. REPURCHASE, REPLACEMENT AND SALE**

- 7.1 If it appears to the Purchaser that the Purchaser is likely to sustain loss or damage in consequence of a purchase made of a Receivable pursuant to the provisions of the Block Discounting Agreement then the Purchaser may by notice to the Vendor -
- 7.1.1 require the Vendor to repurchase the Purchased Receivable on such date as the Purchaser shall specify in such notice at such price as may be reasonably determined by the Purchaser whereupon the Vendor shall do so by payment of such price and all rights of the Purchaser to such Receivable shall revert in the Vendor and the obligations of the Purchaser in respect thereof shall thereafter cease, or
- 7.1.2 require the Vendor in replacement of the Purchased Receivables to which the Purchaser refers in such notice to transfer to the Purchaser without payment by the Purchaser such other receivables as the Purchaser shall in its absolute discretion think fit, such Receivables to be, in the opinion of the Purchaser, at least equal in value to the Receivables so replaced. On acceptance of any such Receivables in place of the repurchased Purchased Receivables, title to such Receivables shall automatically be deemed to be assigned to the Purchaser without further notice
- 7.2 On sale by the Purchaser of any Purchased Receivable the Purchaser shall be entitled to sell or dispose of any Equipment relating to such Purchased Receivable as agent for the Vendor and the proceeds of sale of the Equipment shall, unless subject to a fixed charge pursuant to the provisions hereof, be paid to the Vendor

## **8. REPRESENTATIONS**

- 8.1 The Vendor represents and warrants and shall be deemed, both on the making of an offer by the Vendor and on the acceptance of such offer by the Purchaser pursuant to Clause 4, to represent and warrant to the Purchaser that -
- 8.1.1 the Vendor has power to enter into the Block Discounting Agreement and to exercise its rights and perform its obligations hereunder and all corporate or other action required to authorize and execution of the Block Discounting Agreement by the



- Vendor and the performance by the Vendor of its obligations hereunder has been duly taken,
- 8 1 2 the execution of the Block Discounting Agreement and the Vendor's exercise of its rights and performance of its obligations hereunder (a) will not result in the existence of, nor oblige the Vendor to create any, security interest over all or any of its present or future revenues or assets (other than the charges granted pursuant to the Block Discounting Agreement) and (b) will not result in any breach by it of any provision of its memorandum of association or its articles of association, any provisions of law or any agreement or other instrument binding on it, and
  - 8 1 3 the Vendor has not taken any corporate action nor have any other steps been taken or legal proceedings been started or, to the best of the Vendor's knowledge and belief threatened against the Vendor for its winding-up, dissolution or reorganization or for the appointment of an administrator, administrative receiver, receiver, trustee or similar officer of it or of any or all of its assets
- 8 2 The Vendor shall, both on the making of an offer by the Vendor and on the acceptance of such offer by the Purchaser pursuant to Clause 4 be deemed to represent and warrant to the Purchaser that no Termination Event has occurred and is continuing and, in respect of each Receivable so offered or so purchased and each Agreement to which such Receivable relates, that -
- 8 2 1 the Agreement is governed by the laws of England and/or Northern Ireland, constitutes the legal, valid and binding obligations of the relevant Customer and, without prejudice to the generality of the foregoing, the Vendor has complied fully with the provisions of the Consumer Credit Act 1974 and regulations made thereunder together with the provisions of all other relevant statutes and regulations and will continue to comply with all the provisions of such statutes and regulations to ensure that the Agreement remains at all times fully enforceable,
  - 8 2 2 in the case of an Agreement which is cancellable under the terms of the Consumer Credit Act 1974, the relevant cancellation period has expired,
  - 8 2 3 the Agreement (unless a Credit Agreement) is a bona fide contract of the Vendor for the sale or supply of goods (other than the capital assets of the Vendor) and/or services,
  - 8 2 4 the Customer is not an employee, officer, director of the Vendor or an "associate" of the Vendor as defined in Section 184 of the Consumer Credit Act 1974,
  - 8 2 5 the Agreement is not a bill of exchange or letter of credit,
  - 8 2 6 any deposit or initial payment shown in the Agreement as paid has been paid in the manner stated and any allowance given to the Customer for goods taken in part exchange is reasonable in relation to the value of such goods or services,
  - 8 2 7 the Vendor is the unconditional owner of any Equipment specified in any Agreement as a Hire Purchase Agreement, Conditional Sale Agreement or Rental Agreement and such Equipment is not subject to any security interests,
  - 8 2 8 the details of the Customer and the particulars of the Equipment and other information set out in the Agreement are correct in every respect,
  - 8 2 9 any Equipment the subject of the Agreement is in good order, repair and condition and complies in all respects with the requirements of the law and with all the provisions of the Agreement express or implied,
  - 8 2 10 the particulars contained in the Listing Schedule relating to such Receivable are true and accurate in all respects and the Vendor has no information which might prejudice or affect any of the rights, power or ability of the Purchaser to enforce any provision of the Agreement or any guarantee, indemnity or security relating thereto,
  - 8 2 11 such Receivable is not subject to any security interest and the Vendor is absolutely entitled to assign such Receivable to the Purchaser and such assignment will not constitute and will not result in any breach of any provision of law or any agreement (including, without limitation, the Agreement) or other instrument binding on it and will not result in and will not oblige the Vendor to create any such security interest over such Receivable, over any other Receivable then offered to the Purchaser, over any Purchased Receivable or over any Equipment,
  - 8 2 12 the Purchased Amount payable under the Agreement is payable by each Customer on or before the date shown in the particulars contained in the Listing Schedule

relating thereto (or otherwise in the Agreement) and the Vendor is not aware of and has no reason to suspect that there may arise any dispute or claim of any kind in respect of any goods or services the subject thereof, and

8 2 13 the details of the parties and the particulars of the Equipment and other information set out in any guarantee, indemnity or other security document relating to the Agreement are, to the best of the Vendor's knowledge, correct in all respects

## **9. UNDERTAKINGS**

The Vendor covenants and undertakes with the Purchaser -

- 9 1 to perform and observe every covenant and obligation which the Vendor has undertaken to perform and observe in each of the Agreements and to indemnify the Purchaser on demand against all claims, losses, damages or expenses which may result from failure to do so and in particular but without prejudice to the generality of the foregoing in the event of all or any of the Agreements giving rise to a repayment of any sum by the Vendor to a Customer whether upon a breach or whether in performance of the Agreements, to pay to the Purchaser a sum equal to the sum or sums repayable to the Customer without demand and to indemnify the Purchaser against all claims made by such Customer for the return or replacement of any such sum,
- 9 2 to hold all sums received and/or recovered by it in respect of a Purchased Receivable on trust for the Purchaser,
- 9 3 to hold all rights, remedies and interest in each Purchased Receivable and in the sums due and to become due thereunder on trust for and on behalf of the Purchaser until a legal assignment of such Purchased Receivable is executed,
- 9 4 to pay the Purchaser the amount of all legal charges and all stamp duties paid or incurred by the Purchaser on any assignment or re-assignment of a Purchased Receivable,
- 9 5 9 5 1 to maintain such accounts as are sufficient to show the amounts paid by and due from the Customers to the Vendor, and
- 9 5 2 when required by the Purchaser, to permit at all reasonable times full inspection and audit of such accounts by the Purchaser and/or its authorised representative,
- 9 6 to render to the Purchaser if so requested by the Purchaser, such particulars relating to the Purchased Receivables as the Purchaser may from time to time reasonably require,
- 9 7 to endorse in favour of the Purchaser such bills of exchange as may from time to time be issued or endorsed to the Vendor in respect of all or any part of a Purchased Receivable,
- 9 8 upon receipt of a duly authorized direction in writing from the Purchaser but not otherwise to repossess any Equipment or enforce any rights relating to a Purchased Receivable, provided that the Vendor shall not repossess any Equipment or enforce any rights under any Agreement, guarantee, indemnity or other security relating to a Purchased Receivable contrary to law or in an illegal manner and shall indemnify the Purchaser against all claims arising from repossession and enforcement and shall hold all repossessed Equipment and the proceeds of such enforcement on trust for the Purchaser and deal with the same as the Purchaser shall direct,
- 9 9 to provide to the Purchaser forthwith on demand all books, records and all other documents relating to the Agreements,
- 9 10 to give at its own cost to the Purchaser any assistance required by the Purchaser in enforcing any rights of the Purchaser relating to any of the Purchased Receivables or any of the Equipment,
- 9 11 not to sell, assign or transfer, or purport to do so, any Purchased Receivable or create or permit to subsist, or purport to do so, any security interest over any Purchased Receivable or do any act likely to affect adversely the Purchaser's rights relating to any Purchased Receivable,
- 9 12 to notify the Purchaser of any return, repossession, loss of, or damage to, any of the Equipment or of any request for extended credit or adjustment, dispute or claim relating to a Purchased Receivable or to any of the Equipment and generally of all material happenings and events affecting Purchased Receivables and/or Equipment or the value or amount thereof,
- 9 13 to collect and pay or cause to be paid to the appropriate authority any tax or duty payable in respect of each Purchased Receivable and/or any of the Equipment,
- 9 14 to perform and observe every covenant and obligation which the Vendor has undertaken to perform and observe in any guarantee, indemnity or other security document relating to any Purchased Receivable and not to do any act which could have the effect of discharging, waiving or adversely affecting the rights of the Vendor under such document,

- 9 15 to indemnify the Purchaser against (i) failure by the Vendor to perform its obligations hereunder, (ii) any VAT payable by the Purchaser in respect of any transaction or matter contemplated by this Master Agreement, and (iii) all claims, losses, damages and expenses (including, without limitation, any costs, charges, expenses, management or staff time and stamp duties incurred by the Purchaser in connection herewith) which may be made against or incurred by the Purchaser in connection with any claim, whether or not made by a Customer, in relation to any Equipment or services to which any Purchased Receivable relates whether directly or indirectly, or to the quality of any such Equipment or services, or to the failure of the Vendor to meet contract specifications in whatever form under any Agreement to which any Purchased Receivable relates, or in connection with any failure of the Vendor strictly to comply with the provisions of the Consumer Credit Act 1974, including, without limitation, any such failure which results in any provision of any Agreement being or becoming void or unenforceable,
- 9 16 forthwith upon execution of this Agreement by the parties hereto to notify its bankers and to use its reasonable endeavours to obtain the agreement of such bankers that the charges created pursuant to this Master Agreement shall stand in priority to any charges granted by the Vendor to such bankers,
- 9 17 not to create or permit to subsist any charge or other security interest over the Unassigned Debts and/or the Equipment without the prior written consent of the Purchaser,
- 9 18 as soon as the same become available, but in any event within 180 days after the end of each of its financial years, deliver to the Purchaser a copy of its published audited financial statements for such financial year, and
- 9 19 from time to time on the request of the Purchaser, furnish the Purchaser with such information as is available to the Vendor about the business and financial condition of the Vendor as the purchaser may reasonably require

#### **10. CHARGE**

- 10 1 The Vendor as beneficial owner hereby (and to the intent that the security so constituted shall be a continuing security in favour of the Purchaser) charges with the payment and discharge of the Secured Liabilities by way of first fixed charge and assigns to the Purchaser by way of security all its right, title and interest in and to the Unassigned Debts relating to and the Equipment the subject of any Agreement in existence now and hereafter
- 10 2 The security so constituted shall be in addition to any other security the Purchaser may at any time hold for any of the Secured Liabilities and shall remain in full force and effect until discharged by the Purchaser
- 10 3 The Vendor shall whenever requested by the Purchaser execute such further security as the Purchaser may direct over the Unassigned Debts and/or the Equipment or take any other steps as the Purchaser may require for improving or perfecting the security hereby constituted

#### **11. DEFAULT AND TERMINATION**

- 11 1 The following events are Termination Events, if -
- 11 1 1 the Vendor fails to pay any sum due from it hereunder or under any other agreement with the Purchaser at the time and in the manner specified in the relevant agreement, or
- 11 1 2 the Vendor fails duly to perform any of its other obligations hereunder or under any other agreement with the Purchaser and, if such default is capable of remedy, the same is not remedied within fourteen days of the date of such default, or
- 11 1 3 any representation or warranty made by the Vendor herein or in any notice, or other document, certificate or statement delivered pursuant hereto or in connection herewith proves to have been incorrect or misleading in any respect when made, or
- 11 1 4 the Vendor is unable to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to a general extension of the time within which it must liquidate its financial obligations or makes a general assignment for the benefit of or a composition with its creditors, or
- 11 1 5 the Vendor takes any corporate action or other steps are taken or proceedings are started for the Vendor's winding-up or dissolution (otherwise than for the purposes of reconstruction or amalgamation without insolvency on terms which have been approved by the Purchaser in writing) or for the appointment of any administrator, a

- receiver or an administrative receiver of the Vendor or of any or all of its revenues and assets, or
  - 11 1 6 any financial obligation of the Vendor is not paid when due, any financial obligation of the Vendor becomes due and payable prior to its specified maturity or any creditor of the Vendor becomes entitled to declare any financial obligation of the Vendor due and payable prior to its specified maturity, or
  - 11 1 7 the Vendor is an individual or a partnership, the Vendor (or any of its partners, as appropriate) dies, is made or becomes bankrupt or has a trustee in bankruptcy appointed over it or the partnership is dissolved,
  - 11 1 8 the Vendor is subject to a change of control from that existing at the date of this Master Agreement, or
  - 11 1 9 any circumstances arise which give reasonable grounds in the opinion of the Purchaser for belief that the Vendor may not (or may be unable to) perform its obligations hereunder
- 11 2 At any time after the occurrence of an event which is (or may, with the giving of notice or the passing of time or both, become) a Termination Event, then -
  - 11 2 1 notwithstanding anything contained in Clause 5, the Purchaser may by written notice to the Vendor elect that the agency of the Vendor hereunder shall be terminated (and on the service of any such notice, such agency shall be terminated),
  - 11 2 2 if the Purchaser by notice to the Vendor so requires, the Vendor shall (a) open and maintain with a bank approved by the Purchaser an account designated in such manner as the Purchaser may require, (b) pay all amounts received from Customers in respect of Purchased Receivables into such account without delay and (c) not pay into such account any monies other than those received from Customers in respect of Purchased Receivables,
  - 11 2 3 the Purchaser may appoint one or more persons to be a receiver (which expression includes an administrative receiver and a receiver and manager) or receivers of the whole or any part of the Unassigned Debts and/or the Equipment, and every receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Vendor which shall be solely responsible for his acts and defaults and for the payment of his remuneration
 

The foregoing power of appointment of a receiver shall be in addition to all statutory and other powers of the Purchaser under the Law of Property Act 1925 and the statutory powers of sale and of appointing a receiver shall be exercisable without the restrictions contained in sections 103 and 109 of that Act or otherwise and the foregoing power to appoint a receiver hereinbefore or by statute conferred shall be and remain exercisable by the Purchaser notwithstanding any prior appointment in respect of all or any part of the Unassigned Debts and/or the Equipment
  - 11 2 4 the Purchaser may by written notice require the Vendor to repurchase all or part of the outstanding Purchased Receivables at such price as may be reasonably determined by the Purchaser whereupon the Vendor shall do so by payment of such price and all rights of the Purchaser to such Receivables shall revert in the vendor and the obligations of the Purchaser in respect thereof shall thereafter cease

## **12 PERFECTION**

The Vendor shall, immediately upon the request of the Purchaser execute a legal assignment or transfer of a Purchased Receivable or any Equipment in such form as the Purchaser may require

## **13. POWER OF ATTORNEY**

- 13 1 The Vendor hereby irrevocably and by way of security appoints the Purchaser and separately any receiver appointed hereunder as the attorney of the Vendor -
  - 13 1 1 to execute a legal assignment or transfer of any Purchased Receivable or Equipment in such form and at such time as the Purchaser in its absolute discretion deems appropriate,
  - 13 1 2 to demand, sue for or receive and give effective discharge for all sums payable by any person in respect of any Purchased Receivable or Equipment,

- 13 1 3 to repossess, sell, lease, hire or otherwise dispose of or use any of the Equipment and to apply any consideration therefore in or towards the discharge of any Secured Liabilities, and
- 13 1 4 otherwise to perform any act which the Vendor is obliged or could be required to do hereunder
- 13 2 The Purchaser shall not make any request under Clause 12 nor exercise the power of attorney granted in its favour under this Clause 13 in respect of any Purchased Receivable and/or Equipment unless a Termination Event has occurred provided that, without prejudice to any rights of the Vendor in damages for breach of this sub-clause, any exercise of such power of attorney shall be valid in favour of third parties whether or not any Termination Event has occurred
- 13 3 Any documents to be executed under this power of attorney may be executed by any officer of the Purchaser

#### **14. PAYMENTS**

- 14 1 All payments made by the Vendor hereunder shall be made by payment in pounds sterling and in immediately available cleared funds, free and clear of and without deduction for or on account of any set-off or counterclaim or, except to the extent required by law, any tax or other matter, to the Purchaser at such bank as is referred to in the Letter (or in such other manner as the Purchaser may have specified for this purpose in the Letter) by no later than 11 00 a m on the due date for each such payment
- 14 2 Each amount stated as payable (or other consideration to be given) to the Purchaser hereunder is exclusive of VAT if any
- 14 3 In the event of the failure by the Vendor to pay any sum due hereunder on the due date therefore, the Vendor shall, without prejudice to any other rights of the Purchaser hereunder, pay to the Purchaser from time to time on demand interest on such sum from the date of such failure to the date of actual payment (as well after as before judgment) at the rate which is the aggregate of four per cent and the Sterling Base Rate from time to time of Lloyds TSB Bank plc Interest payable under this sub-clause shall accrue from day to day and shall be calculated on the basis of a 365 day year

#### **15. COSTS AND EXPENSES**


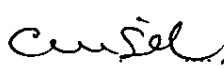
The Vendor shall from time to time on demand reimburse the Purchaser for all costs and expenses (including legal fees) incurred in or in connection with the preservation and/or enforcement of any of the rights of the Purchaser under the Block Discounting Agreement or under any Purchased Receivable

#### **16. MISCELLANEOUS**

- 16 1 If the Vendor is more than one entity or a partnership, the obligations and liability of such parties shall be joint and several
- 16 2 Each communication to be made hereunder shall be in writing and shall be addressed to the recipient at the address identified with its signature herein or such other address in England as it may for this purpose notify to the other and shall be deemed to have been given upon delivery, or when sent (if by facsimile) or three days after posting (if by mail)
- 16 3 The Block Discounting Agreement is personal to the Vendor and it shall not assign any of its rights hereunder without the written consent of the Purchaser
- 16 4 The Block Discounting Agreement shall be governed by and construed in all respects in accordance with the laws of England

IN WITNESS whereof the parties have caused this Master Agreement to be executed as a Deed and delivered the day and year first above written

Executed as a deed by  
**Shawbrook Bank Limited**  
acting by two authorised signatories under  
Power of Attorney

)   
) Authorised signatory under Power of  
Attorney  
)   
) Authorised signatory under Power of  
Attorney

Executed as a deed by  
**Azule Limited**  
acting by two directors or by a director and its  
secretary

)   
) Director  
)   
) Director/~~Secretary~~