

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 WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

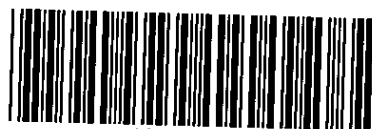
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☐ **What this form is NOT for**
You may not use this form to
register a charge when the charge is
instrument. Use form

For further information, please

uk

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



A19 22/07/2017 #236
COMPANIES HOUSE

☒ 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 06135534

Company name in full Bluestone Capital Limited

5 For official use

→ **Filling 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 21/07/2017

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 Investec Asset Finance PLC

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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4	Description	<p>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.</p>	<p>Continuation page Please use a continuation page if you need to enter more details.</p>
Description			

5	Fixed charge or fixed security	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
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6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
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7	Negative Pledge	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
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MR01

Particulars of a charge

8

Trustee statement ¹

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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

W. A. J.

X

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

MR01

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 **Nicholas Josif**

Company name **Investec Asset Finance PLC**

Address **Reading International Business Park**

Post town **Reading**

County/Region **Berkshire**

Postcode **R G 2 6 A A**

Country **UK**

DX

Telephone **0330 23 9613**



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6135534

Charge code: 0613 5534 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2017 and created by BLUESTONE CAPITAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2017.

1

Given at Companies House, Cardiff on 28th July 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

J. Collins
JAMES COLLINS
HEAD OF FINANCE

Block Discounting Agreement

(Corporate)

For and on behalf of Investec Asset Finance

This agreement is made on

PLC

21/11/17

21/07/2017

Between

- (1) **Bluestone Capital Limited** (company number 06135534) whose registered office is at Lakeside House, Navigation Court, Calder Park, Wakefield, West Yorkshire, WF2 7BJ (**Vendor**); and
- (2) **Investec Asset Finance plc** (company number 02179313) whose registered office is at Reading International Business Park, Reading RG2 6AA (**Purchaser** which expression shall include its assigns).

It is agreed

1 Interpretation

- 1.1 In this agreement unless the context otherwise requires the following words and expressions shall have the following meanings and any capitalised terms defined in the Facility Letter shall have the meanings given to them therein:

assignment includes assignation in relation to any right or asset to which Scots law is relevant, and re-assignment and cognate expressions shall be construed accordingly

Approved Customer Agreements means those Customer Agreements under which Purchased Receivables subsist

Business Day means any day (other than a Saturday or Sunday or a public holiday) on which banks are generally open for business in London

CA 2006 means the Companies Act 2006

CCA means the Consumer Credit Act 1974 and all subordinate and related legislation, regulations, guidelines, rules and principles made thereunder, pursuant thereto or in connection therewith

Collection Value means in respect of any Purchased Receivable or Receivable:

- (a) the aggregate of the amounts (excluding VAT or any service or maintenance payable by the Customer) yet to be paid by a Customer to the Vendor under the Customer Agreement to which such Receivable relates at the time such Receivable is purchased by the Purchaser; or
- (b) such lesser amount as the Purchaser may notify to the Vendor from time to time

Customer means any hirer, purchaser and/or debtor as the case may be with whom the Vendor shall have contracted or shall during the term of this agreement contract to supply Goods or services pursuant to a Customer Agreement

Customer Agreement means any hire purchase agreement, rental agreement, conditional sale agreement, credit sale agreement, loan agreement or any other agreement for the provision of credit or hire facilities entered into at any time between the Vendor and any Customer and specified in a Listing Schedule

Encumbrance shall include any mortgage, charge, security right, pledge, lien, retention of title clause, right of tracing or other encumbrance securing any obligation of any person

Exposure means, in respect of any lease, hire, hire purchase, loan, service or other funding agreement entered into between the Vendor or any member of the Vendor's Group and a customer, the aggregate of the amounts (excluding VAT or any service or maintenance charges, or documentation or annual service fees payable by the relevant customer) yet to be paid from time to time by that customer to the Vendor or the relevant member of the Vendor's Group under the relevant agreement

Facility means the block discounting facility provided by the Purchaser to the Vendor on the terms set out in this agreement and the Facility Letter

Facility Amount has the meaning given to such term in the Facility Letter

Facility Letter means the facility letter in relation to this agreement from the Purchaser to the Vendor countersigned by the Vendor (as amended or replaced from time to time by the Purchaser)

Goods means at any time, goods which are the subject of a Customer Agreement, the Receivable in respect of which is, at such time, a Purchased Receivable

Group Company has the meaning given in the Facility Letter

Listing Schedule means a listing schedule in the form set out in schedule 1 of this agreement (or in such form as may be required from time to time by the Purchaser), signed by the Vendor and listing the Customer Agreements

Minimum Sum means, in relation to any Purchased Receivable, an amount calculated in accordance with the terms of the Facility Letter and notified to the Vendor by the Purchaser

Net Advance means, as appropriate, the amount of credit advanced to a Customer under the relevant Customer Agreement, or the capital cost of the Goods under a Customer Agreement (net of VAT) less any deposit or part exchange value paid by the Customer under the relevant Customer Agreement

Outstanding Purchase Price means, in respect of any Purchased Receivable, the Purchase Price paid by the Purchaser to the Vendor in respect of that Purchased Receivable less the capital element of all Minimum Sums paid by the Vendor to the Purchaser in respect of that Purchased Receivable

Purchased Receivable means Receivables purchased or purported to be purchased by the Purchaser pursuant hereto, including, without limitation, any Receivable which replaces a Purchased Receivable pursuant to clause 12

Purchase Price means the price paid or payable (as the context may require) by the Purchaser to the Vendor for the Receivable under an Approved Customer Agreement which is purchased under the Facility, the amount of such Purchase Price being calculated in accordance with the Facility Letter

Purchaser Account means the account of the Purchaser with Citibank numbered [REDACTED] sort code [REDACTED]

Purchaser's Group means the Purchaser and each company which, for the time being, is a member of the same group of companies as the Purchaser for the purposes of the provisions

for group relief contained in Part 5 of the Corporation Tax Act 2010 and **member of the Purchaser's Group** shall be construed accordingly

Receivable means all right, title and interest of the Vendor under any Customer Agreement including, but not limited to, the right to receive the rentals and all other monies whatsoever payable by the Customer under the relevant Customer Agreement, together with any right of the Vendor under any guarantee or security relating to any Customer Agreement

Relevant Customer Agreement means a Customer Agreement under which the Receivables are offered to the Purchaser for purchase pursuant to the terms of the Facility

Repurchase Price means the amount calculated in accordance with clause 20.4

Scottish Customer Agreement means a Customer Agreement which is governed by Scots law or where the address of the Customer in that Customer Agreement is stated to be in Scotland

Secured Obligations means all obligations which the Vendor has at the date of this agreement or at any later time or times, to the Purchaser under or by virtue of this agreement and/or any Listing Schedule or any judgment relating to the same; and for this purpose, there shall be disregarded any total or partial discharge of these obligations, or variation of their terms, which is effected by, or in connection with, any bankruptcy, liquidation, arrangement or other procedure under the insolvency laws of any country

Security Agreement means any guarantee, indemnity or other security relating to the Customer's obligations under a Customer Agreement

Security Provider means a party providing security under a Security Agreement

Special Conditions means the conditions set out in the Facility Letter, if any

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

Trust means the trust created under schedule 2 together with any other provisions of this agreement whereby the Vendor undertakes to hold any rights or assets in trust for the Purchaser

Unassigned Debts means, at any time, all Receivables purchased or purported to be purchased under this agreement and/or any Listing Schedule which are not validly and effectively assigned to the Purchaser by way of sale including the full benefit of all Security Agreements relating thereto and all liens, reservations of title, right of tracing and other rights enabling the Vendor to enforce any such debts or claims in respect of the Receivables purchased or purported to be purchased under this agreement

VAT means value added tax as provided for in the Value Added Tax Act 1994 or any regulations made pursuant thereto or any similar tax replacing or introduced in addition to the same

Vendor's Group means the Vendor and each company which, for the time being, is a member of the same group of companies as the Vendor for the purposes of the provisions for group relief contained in Part 5 of the Corporation Tax Act 2010 and **member of the Vendor's Group** shall be construed accordingly

- 1.2 If there are two or more Vendors the expression **Vendor** shall mean and include such two or more parties and each of them or (as the case may require) any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants and representations in this agreement expressed or implied on the part of the Vendor shall be deemed to be joint and several covenants and representations by such parties.
- 1.3 The clause headings in this agreement are inserted for convenience only and shall be ignored in construing this agreement. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and references to any person shall include companies and partnerships.
- 1.4 If by the terms of this agreement any act would be required to be performed on or within a period ending on a day which is not a Business Day the act shall be performed on or by the next Business Day after that day.

2 Sale and purchase of the Contract Rights

The Vendor may from time to time offer to sell and the Purchaser may purchase upon the terms and conditions contained in this agreement all or any Receivables which now exist or during the continuance in force of this agreement come into existence provided that nothing in this agreement or elsewhere shall impose upon the Purchaser any obligation to purchase any of the Receivables so offered.

3 Schedule of Agreements and letter of offer

- 3.1 The Vendor may from time to time offer to sell to the Purchaser any Receivables by sending to the Purchaser:
- (a) a Listing Schedule listing the Relevant Customer Agreements and setting out details of the Receivables the Vendor wishes to sell to the Purchaser;
 - (b) originals of the Relevant Customer Agreements referred to in the Listing Schedule and any Security Agreement relating thereto, and unless otherwise notified to the Vendor from time to time, copies of invoices delivered to a Customer pursuant to such Relevant Customer Agreement.
 - (c) a completed direct debit mandate;
 - (d) (where applicable) an acceptance certificate in a form satisfactory to the Purchaser signed by the Customer under each Relevant Customer Agreement set out in the Listing Schedule recording the acknowledgement of the Customer that it has received the Goods and/or services to which such Relevant Customer Agreement relates and that such Goods are of satisfactory quality, fit for purpose and acceptable to the Customer in every respect.
- 3.2 The delivery to the Purchaser of a Listing Schedule pursuant to clause 3.1 shall constitute an offer to sell to the Purchaser each of the Receivables arising from the Relevant Customer Agreements included in the Listing Schedule which offer shall be irrevocable for a period of 30 days from the date of delivery of such Listing Schedule to the Purchaser.
- 3.3 The Vendor shall be deemed to have made an offer to sell each Receivable arising from the Relevant Customer Agreements included in a Listing Schedule, whether or not such Listing Schedule is accompanied by any letter of offer or any other document. Any offer which is made or deemed to be made by the Vendor pursuant to the terms of this agreement shall only

be capable of acceptance by the Purchaser in accordance with clause 4 and the Vendor acknowledges that any other purported method of acceptance shall be of no effect.

- 3.4 The Vendor agrees that the Purchaser shall be entitled to retain possession of the original documents delivered to the Purchaser pursuant to clause 3.1(b) to the extent they relate to Approved Customer Agreements until all sums due and to become due to the Purchaser under each such Approved Customer Agreement have been paid in full and in cleared funds.

4 Acceptance of offer

- 4.1 If the Purchaser wishes to accept any offer by the Vendor to sell Receivables in whole or in part (which the Purchaser may agree or refuse to do in its absolute discretion) it will pay to the Vendor the Purchase Price and such payment shall constitute acceptance of the relevant offer as regards the Receivables to which the payment relates.

- 4.2 Upon payment by the Purchaser of the Purchase Price under clause 4.1, the Vendor will vest in the Purchaser with full title guarantee, the full benefit of all of the Vendor's rights, title and interest, present or future, arising out of or in respect of:

- (a) the Receivables in relation to the Relevant Customer Agreements specified in the Listing Schedule, including, but not limited to, all claims for payment and other rights and remedies in respect of such Receivables or the failure to pay the same, including claims for interest thereon, all monies which are now or may at any time be or become due or owing by the Customer in respect of or arising out of such Receivables, together with the benefit of all common law and equitable rights reserved by the Vendor and relating thereto; and
- (b) all securities, indemnities and guarantees for the due payment of such Receivables and any other sums due under the Customer Agreements to which they relate.

- 4.3 In relation to Scottish Customer Agreements, the Receivables arising thereunder and the relevant Security Agreements:

- (a) the Vendor hereby assigns to the Purchaser the Scottish Customer Agreements included in the specification of Relevant Customer Agreements in each Listing Schedule and the Receivables arising thereunder and the Security Agreements which relate to such Relevant Customer Agreements with effect from the date when the Purchase Price is paid in respect of the offer to which that Listing Schedule relates in accordance with this clause 4; and
- (b) the provisions of schedule 2 shall apply to establish the creation of a trust by the Vendor in favour of the Purchaser with the Vendor as trustee of the trust in relation to the assets and rights assigned under clause 4 or otherwise purchased by the Purchaser under this agreement where for any reason and for so long as the Purchaser's title thereto has not been completed as more particularly provided for in schedule 2.

5 Purchase Price

- 5.1 The Purchaser shall, subject to clause 5.2, be entitled (if it so elects and in or towards satisfaction of the Vendor's obligations) to deduct from the Purchase Price or any part of it:

- (a) any stamp duty due and payable on any assignment of a Purchased Receivable which has not been paid by the Vendor; and

- (b) any other sum which, on the date of the Purchaser's acceptance of the relevant Purchased Receivables or, as the case may be, the date when the outstanding balance of the Purchase Price or any part of it becomes payable to the Vendor, is presently due and payable to the Purchaser by the Vendor.

- 5.2 The total amount that may be deducted under clause 5.1 from a payment which constitutes all or part of the Purchase Price in respect of a Purchased Receivable under an Approved Customer Agreement shall not exceed the amount of that payment less £1.00.

6 Reassignment of Purchased Receivables

- 6.1 After the Purchaser has received a sum equal to the aggregate of the Minimum Sums of the Purchased Receivables under all of the Approved Customer Agreements contained in any Listing Schedule and all amounts due under clause 9 in cleared funds, it may transfer to the Vendor without payment its right title and interest in those Purchased Receivables and upon such transfer the ownership and all subsisting rights in respect of the Purchased Receivables and all other rights referred to in clause 4.2 to which the transfer relates shall be revested in the Vendor. On such revesting all the Purchaser's rights and obligations under this agreement in relation to such Purchased Receivables shall thereafter cease but without prejudice to the Purchaser's rights accrued before revesting.
- 6.2 Any transfer of Purchased Receivables by the Purchaser to the Vendor pursuant to clause 6.1 shall be on the basis that all representations, warranties and other contractual terms (whether express or implied) in relation to such Purchased Receivables (save that the Purchaser has such title to the same as it acquired from the Vendor) shall be excluded to the full extent permitted by law.
- 6.3 Where any of the Purchased Receivables or other rights or assets to be transferred to the Vendor under this clause 6 are held in the Trust, the Purchaser shall when it is obliged to make a transfer in accordance with clause 6.1 consent to the same being released from the Trust and to the Vendor as trustee of the Trust transferring the same to the Vendor on the same terms as are set out in clauses 6.1 and 6.2.

7 Inquiries by Purchaser

Before accepting any offer in respect of the sale of Receivables under this agreement (and without affecting the Vendor's obligations under this agreement) the Purchaser shall be entitled to make such inquiries as it may think fit in regard to such Receivable and the Customer under the applicable Customer Agreement and the Vendor shall use its best endeavours to provide full responses to such inquiries.

8 Collection and receipt of Purchased Receivables

- 8.1 The Purchaser hereby appoints the Vendor as its sole agent and trustee (which appointment the Vendor hereby irrevocably accepts) and in such capacity the Vendor at its own expense shall collect on behalf of the Purchaser (and take all such action or legal or other proceedings to enforce payment as the Purchaser may require) and receive from the Customers all sums due in respect of the Purchased Receivables. If there is a reassignment or repurchase of some or all of the Purchased Receivables pursuant to clauses 6 or 20.3 respectively, the appointment under this clause 8.1 shall automatically terminate in respect of such Purchased Receivables.
- 8.2 The Vendor shall pay the amounts it collects (whether as agent for the Purchaser or otherwise) in respect of the Purchased Receivables to the Purchaser in accordance with the

Facility Letter. Until such money is received by the Purchaser it shall upon receipt by the Vendor be held on trust by the Vendor for the Purchaser.

- 8.3 The Purchaser may at any time following the occurrence of any of the events specified in clause 19 or if any rentals or other sums due under an Approved Customer Agreement are not paid when due by notice in writing immediately terminate the agency of the Vendor and by itself or any other agent collect the amounts due in respect of the Purchased Receivables from the relevant Customers, in which case the Vendor undertakes to the Purchaser that it will not interfere with or attempt to interfere with the collection by the Purchaser or request the Customer to pay such money otherwise than to the Purchaser or as the Purchaser may from time to time direct and will not otherwise attempt to divert any sums due from such a Customer and that the Vendor will not attempt to receive or collect from such a Customer any sums due and the Vendor shall upon request co-operate and afford the Purchaser all such assistance as the Purchaser may require to procure such collection and enforcement.
- 8.4 Notwithstanding anything contained in this agreement or elsewhere the Purchaser shall be entitled at its absolute discretion at any time following the occurrence of any of the events specified in clause 19 or if any rentals or other sums due under an Approved Customer Agreement are not paid when due to give notice to any Customer of the assignment or purchase of any Purchased Receivables but so that the giving of notice shall not in any way release the Vendor from its obligations under this agreement. Notwithstanding the foregoing, the Purchaser may at any time whatsoever give notice to any Customer in a Scottish Customer Agreement which is an Approved Customer Agreement or to the obligant in any Security Agreement relevant to a Scottish Customer Agreement which is an Approved Customer Agreement of the assignment to or purchase by the Purchaser of the relevant Purchased Receivables but so that the giving of notice shall not in any way release the Vendor from its obligations under this agreement. Furthermore, where the Purchaser gives such notice to any Customer in a Scottish Customer Agreement or to the obligant in any Security Agreement relevant to a Scottish Customer Agreement, it may likewise terminate the agency of the Vendor in relation thereto in other respects as provided in clause 8.3.
- 8.5 At any time following the occurrence of any of the events specified in clause 19 the Purchaser may direct the Vendor to pay any amount it actually receives from its Customers in respect of Purchased Receivables into an account in the Purchaser's name.
- 8.6 If the total amount due from any Customer to the Vendor comprises both sums due in respect of Purchased Receivables and other sums due (**unsold sums**) any payment received by the Vendor from such Customer shall be deemed to have been paid by the Customer first in or towards satisfaction of the sums then due by the Customer in respect of the Purchased Receivables and secondly in or towards satisfaction of the unsold sums.

9 Minimum Sum

- 9.1 Irrespective of whether the Vendor has received an amount equal to the Minimum Sum from the Customers, the Vendor shall pay to the Purchaser (in respect of each Purchased Receivables) the Minimum Sum on the dates specified by the Purchaser in the Facility Letter in accordance with clause 8.2.
- 9.2 If the Purchaser subsequently receives an amount in respect of such Purchased Receivable from the Vendor pursuant to clause 8.2, once the Purchaser has received an amount equal to the Minimum Sums of such Purchased Receivables, it shall pay to the Vendor a sum equal to the amount actually received by the Purchaser in cleared funds in relation to the relevant Approved Customer Agreements subject to any deductions or withholdings authorised by this agreement or required by law.

10 Vendor's covenants

10.1 The Vendor covenants and undertakes with the Purchaser:

- (a) that in so far as the amount due from a Customer in respect of any of the Purchased Receivables shall be less than the sum specified in the Approved Customer Agreement to which it relates for any reason whatsoever (including but without limitation fraud or by reason of a credit note issued by the Vendor or a debit note raised by a Customer in respect of a discount taken or other claim) it will promptly pay to the Purchaser the difference between the amount due in respect of the Purchased Receivable and the sum so specified as its amount in the relevant Approved Customer Agreement;
- (b) that if:
 - (i) the existence of an Approved Customer Agreement or a Purchased Receivable or any part of either of them shall at any time be disputed by the Customer;
 - (ii) any part of a Purchased Receivable shall not be or become due and owing by the Customer under an Approved Customer Agreement or shall be alleged by the Customer not to be due and owing;
 - (iii) the Customer purports to reject the Goods or disputes his liability to pay the amount due or any part of it and gives as a reason for such dispute any alleged breach by the Vendor of an Approved Customer Agreement;
 - (iv) any right of set-off or counterclaim or right to a deduction or withholding in each case by a Customer in respect of a Purchased Receivable has arisen or arises;
 - (v) any matter which would constitute a breach by the Vendor of its warranties or covenants in relation to such Customer Agreement or Purchased Receivables has occurred or occurs;
 - (vi) the Vendor shall accept the return of any Goods;
 - (vii) the Vendor shall be or become liable to pass any credit to a Customer in respect of a Customer Agreement or Purchased Receivables or otherwise;
 - (viii) the Vendor shall be in breach in respect of any of the warranties or covenants given under this agreement in relation to the Relevant Approved Customer Agreement or Purchased Receivable;
 - (ix) the Customer under any Approved Customer Agreement fails to pay the instalments or rentals due thereunder on the due dates for payment; or
 - (x) any facts, figures and statements of any kind and all signatures appearing on any Approved Customer Agreement or other document supplied to the Purchaser as evidence of or relating to a Receivable are not true and genuine,

then the Vendor will in each and every such case notwithstanding that the Vendor has failed to notify the Purchaser of a dispute in accordance with clause 10.1(c) and whether or not any such action or allegation or reason is justified and without any

demand immediately pay to the Purchaser a sum equal to the Collection Value of the Purchased Receivables under the relevant Approved Customer Agreement or the due proportion thereof without any deduction, set-off or counterclaim whatsoever. If any payment is made under this clause 10.1 the provisions of clause 9.2 shall apply;

- (c) that it will notify the Purchaser promptly upon becoming aware of a dispute with a Customer in respect of any Purchased Receivable;
- (d) that as regards every Purchased Receivable, the Vendor will procure that no set-off or counterclaim or right to a deduction (save only as may be required by law) will at any time be allowed to arise, and that the Vendor will not assign charge or otherwise dispose or deal with any Purchased Receivable or the Goods (or purport to do any of the above) except as expressly provided for in this agreement;
- (e) that all facts, figures and statements of any kind and all signatures appearing on every Customer Agreement and other document supplied to the Purchaser as evidence of or relating to a Receivable will be true and genuine;
- (f) that all amounts due in respect of Purchased Receivable shall be due for payment in accordance with the payment terms stated in the Customer Agreements and that such Customer Agreements shall not at any time be altered, waived or terminated without the prior written approval of the Purchaser;
- (g) that the Vendor will advise the Purchaser of all such facts and circumstances as it may suspect or which may come to its knowledge affecting the credit of any Customer or which otherwise might affect the interests of the Purchaser and in particular any request by any Customer for an extension of any time within which to pay any sum otherwise due and of any dispute or claim which may arise between the Vendor and any Customer in relation to a Purchased Receivable immediately the Vendor becomes aware of the same;
- (h) that the Vendor will make all relevant tax payments and returns in relation to the Goods;
- (i) that the Vendor shall keep all necessary and proper accounts of its dealings in relation to the Purchased Receivables and copies of all Approved Customer Agreements and other documents relating to them and such accounts and copies shall at all times be open for inspection by the Purchaser or its authorised representatives;
- (j) that the Vendor shall fulfil its obligations under each Customer Agreement and shall indemnify the Purchaser against any claims resulting from its failure so to do;
- (k) that, if, at the request of the Purchaser, the Vendor shall repossess any Goods, it shall not repossess any Goods contrary to law or in an illegal manner and shall indemnify the Purchaser against all claims arising from any repossession and shall hold all repossessed Goods on trust for the Purchaser and deal with the same as the Purchaser shall direct;
- (l) that, at its own expense, the Vendor shall give the Purchaser any assistance it requires to enforce any of the Purchased Receivables;

- (m) that it will not create or permit to subsist any charge or other Encumbrances over the Unassigned Debts/and or the Goods without the prior written consent of the Purchaser;
- (n) that it will supply the Purchaser at the Purchaser's request with any general financial information, including management accounts, that the Purchaser may require;
- (o) that it will give to the Purchaser at the earliest opportunity any information or opinions which it may at any time and from time to time have about the creditworthiness of any Customer;
- (p) that it will observe and perform the Special Conditions (if any);
- (q) that it shall comply with all HMRC, Office of Fair Trading, Financial Conduct Authority and other regulatory requirements in respect of its entire portfolio of Customer Agreements, in each case in all material respects; and
- (r) that no Receivables due from a person connected (within the meaning of sections 1122 and 1123 of the Corporation Tax Act 2010) with the Vendor or any director, partner, employee or shareholder of the Vendor will be sold to the Purchaser without the Purchaser's prior written consent.

10.2 The Vendor shall indemnify and keep fully indemnified the Purchaser against all losses, claims, damages, costs, charges, expenses and other liabilities of whatsoever nature suffered or incurred by the Purchaser in connection with any breach or non-fulfilment by the Vendor of any of its obligations or warranties under this agreement, any claim by any Customer or any other person relating to a Purchased Receivable or to the effect that the Vendor has failed to perform any of its obligations under any Approved Customer Agreement, or that the Goods which are the subject of an Approved Customer Agreement are unsatisfactory, unfit for their purpose or otherwise defective and the Vendor shall pay to the Purchaser, without any deduction whatsoever, the amount of any losses, claims, damages, costs, charges, expenses and other liabilities so suffered or incurred by the Purchaser.

11 Vendor's warranties

The Vendor represents and warrants on each date that an offer to sell Receivables is made or deemed to be made to the Purchaser pursuant to the terms of this agreement (such representations and warranties to be deemed to be repeated on each date that the Purchaser makes payment of the Purchase Price to the Vendor in respect of such Receivables):

- (a) that as regards every Receivable arising from the Customer Agreements included in any Listing Schedule both at the time the relevant Listing Schedule is delivered and at the time such Receivable is purchased by the Purchaser:
 - (i) the Vendor is the legal and beneficial owner of the Receivable and entitled to sell and assign the same to the Purchaser free from any Encumbrance and that the Receivable is legally enforceable by the Vendor and remains to be paid in full, and is not overdue, contingent or disputed, and that the particulars of the Receivable in the Relevant Customer Agreement are true and accurate;
 - (ii) the Vendor has not sold or assigned or offered to have sold or assigned such Receivable to any person other than the Purchaser, and that there is no right of set-off, counterclaim, deduction or extension of time applicable to such

Receivable and no justification for non-payment of the full amount due in respect of such Receivable by the Customer;

- (iii) all the requirements of the CCA and any regulations made thereunder and any other statutory or other requirements, including, but not limited to data protection and money laundering regulations, have been fully complied with in relation to the Relevant Customer Agreement and that the Vendor will continue to comply with all such requirements to ensure that each Relevant Customer Agreement remains fully enforceable at all times;
- (iv) the deposit shown in each Relevant Customer Agreement was 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;
- (v) the Vendor is the legal and beneficial owner of the Goods specified in any Relevant Customer Agreement and the Goods are free from any Encumbrance;
- (vi) the Goods specified in each Relevant Customer Agreement are in good order, repair and condition and are fit for the Customer's purpose and comply in all respects with the requirements of law and with all the provisions of the Relevant Customer Agreements;
- (vii) the Goods specified in each Relevant Customer Agreement have been duly delivered to and accepted by the relevant Customer under the terms of the Relevant Customer Agreement;
- (viii) each Relevant Customer Agreement is fully valid and enforceable and is not disputed or subject to cancellation or rescission by the relevant Customer and each Relevant Customer Agreement has not been breached by the relevant Customer;
- (ix) any insurance required under the Relevant Customer Agreement has been effected;
- (x) none of the Customer Agreements which are the subject of an offer by the Vendor pursuant to the terms of this agreement have been varied by the Vendor and no side letters or side agreements have been entered into by the Vendor in relation to such Customer Agreements and all such Customer Agreements are in the form of the Customer Agreements delivered by the Vendor to the Purchaser with the relevant offer pursuant to clause 3.1;
- (xi) any claim which the Vendor is entitled to make in respect of loss or damage to Goods has been or will be punctually made;
- (xii) any proceeds of any claims in respect of Purchased Receivables are or will be held in trust for the Purchaser and will be paid over immediately; and
- (xiii) the Customer under a Relevant Customer Agreement has not made any claim (meritorious or otherwise) which remains outstanding in connection with the Goods the subject of the Relevant Customer Agreement for any reason whatsoever including but without limitation any claim, complaint or rejection by virtue of delay in the delivery, condition, fitness for purpose, satisfactory quality or description of the Goods.

- (b) the Vendor has power to enter into this agreement and to exercise its rights and perform its obligations hereunder and all corporate or other action required to authorize and execution of this agreement by the Vendor and the performance by the Vendor of its obligations hereunder has been duly taken;
- (c) both on the making of an offer by the Vendor and on the acceptance of such offer by the Purchaser pursuant to clause 3 no event referred to in clause 19 has occurred and is continuing;
- (d) 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;
- (e) the form of the Relevant Customer Agreement and each Security Agreement relating thereto is in a form previously approved in writing by the Purchaser and the Vendor has obtained independent legal advice that the Relevant Customer Agreement is satisfactory from a compliance and legal perspective and will provide the Purchaser with suitable protection from a funding perspective including, but not limited to, an obligation on the Customer to pay the amounts due and payable without set-off, deduction or counterclaim;
- (f) the Relevant Customer Agreement and any related Security Agreement are governed by the laws of England and Wales or Scotland (as applicable) and constitute the legal, valid, enforceable and binding obligations of the relevant Customer and the Security Provider;
- (g) 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 Customer Agreement or any Security Agreement relating thereto;
- (h) the details of the Customer and the particulars of the Goods and other information set out in the Listing Schedule are correct in every respect;
- (i) the Vendor is a limited company duly incorporated and validly existing under the laws of England and Wales;
- (j) the Vendor has the power to own its own assets and carry out its business as it is being conducted;
- (k) the Vendor is resident for Tax purposes only in England and Wales;
- (l) the Vendor has good, valid and marketable title to, or valid leases or licences of, the assets necessary to carry on its business as presently conducted; and
- (m) all statements and information supplied to the Purchaser are, to the best of the Vendor's knowledge, true and accurate in all respects.

12 Replacement Customer Agreements

As regards every Purchased Receivable the Vendor covenants that it will not grant any extension of time for payment or waiver or other indulgence and that it shall not repossess any Goods provided that if the Vendor at any time wishes to do any of these things in respect

of the Purchased Receivables arising under any Approved Customer Agreement (**Old Agreement**) it shall offer to the Purchaser further Receivables (**Replacement Offer**) in accordance with clause 3 under a new Customer Agreement (if applicable) and having an unpaid balance of not less than that outstanding under the Old Agreement and the Purchaser may accept such Receivables in place of the Purchased Receivables under the Old Agreement by notifying the Vendor in writing of its acceptance or rejection of the Replacement Offer. If the Vendor has not received written notice from the Purchaser of its acceptance or rejection of the Replacement Offer within 5 Business Days of the date of the Replacement Offer the Purchaser shall be deemed to have accepted the Replacement Offer. Where Scottish Customer Agreements are included in the Replacement Offer, the rights, property and assets relating thereto shall be subject to the same assignments and confirmations of trust as are provided for in the relevant Listing Schedule supplied a part of the Replacement Offer, such assignments in this case to take effect at the same time as the Purchaser is deemed to have accepted the Replacement Offer. Upon acceptance or deemed acceptance of the Replacement Offer the Vendor shall be deemed to have given the warranties and covenants contained in clauses 10 and 11 in respect of the new Receivables and full equitable and beneficial title to such Receivables shall vest in the Purchaser with full title guarantee but without further payment by the Purchaser and the new Receivables shall be deemed for all purposes of this agreement to have replaced the Purchased Receivables under the Old Agreement.

13 Goods not accepted or returned

- 13.1 Any Goods which are not accepted by the Customer or which are returned by the Customer to the Vendor and any proceeds of them shall be held in trust for the Purchaser under immediate advice and all Goods so returned will be plainly marked as belonging to the Purchaser.
- 13.2 The Purchaser shall be entitled to sell or dispose of any Goods which come into its possession as agent for the Vendor and the proceeds of sale (net of value added tax and expenses) shall, subject to clause 21 and any deductions or withholding authorised by this agreement or required by law, be paid to the Vendor.

14 Evidence of sums collected

For the purposes of this agreement the Purchaser's records in the form of a certified copy ledger sheet shall be final and conclusive evidence as to the sums collected and received by the Purchaser in respect of Purchased Receivables and as to any other matter stated in it.

15 Interest

The Vendor undertakes that if it shall fail to pay any sum becoming due and payable to the Purchaser on its due date under this agreement, the Vendor shall pay interest on such overdue sum from the date when the same became due and payable up to the date of actual payment (both before and after judgment) at a rate of five per cent (5%) per annum over Finance House Base Rate calculated on a daily basis both before and after any judgement obtained under this agreement.

16 Payments

- 16.1 The Vendor covenants to indemnify the Purchaser and keep it fully indemnified against all stamp duty (including any fines and penalties relating thereto) on any assignments and the amount of all costs, charges and expenses of whatsoever nature which may be incurred by the Purchaser in collecting and/or enforcing and/or attempting to collect and/or enforce

amounts due in respect of the Purchased Receivables and/or by way of enforcement of any of the Vendor's obligations under this agreement and agrees that the Vendor's obligations under this agreement shall continue in force without any right of set-off or counterclaim against the Purchaser until the Purchaser shall have received in full the outstanding amount due in respect of the Purchased Receivables.

- 16.2 All payments to be made by the Vendor shall be made in pounds sterling in immediately available cleared funds free and clear of and (save only as may be required by law) without deductions, set-off, counterclaim or any withholding whatsoever and as directed in writing by the Purchaser by no later than 11:00a.m. on the due date for such payment.

17 Undertaking to execute document

- 17.1 The Vendor undertakes to execute at any time and from time to time when requested by the Purchaser:

- (a) an assignment; or
- (b) in relation to Scottish Customer Agreements, the Receivables arising thereunder and the relevant Security Agreements, an assignment corroborative to but not in any way to the prejudice of the assignments contained in this agreement and the relevant Listing Schedules,

in either case in such form as the Purchaser may require of all or any of the Purchased Receivables in favour of the Purchaser and to execute and do such further documents and things as the Purchaser may require effectively to vest full legal title to the Purchased Receivables and, if the Purchaser so requires, to the Goods in the Purchaser and the Vendor irrevocably and by way of security appoints the Purchaser and each and every director, officer or manager of the Purchaser from time to time its attorney in its name and on its behalf to execute any such assignment or any other document and also to collect enforce realise and give receipts and discharges for any Purchased Receivables.

- 17.2 The Purchaser shall not make any request nor exercise any power of attorney under clause 17.1 until after the occurrence of any of the events specified in clause 19 provided that any exercise of the power of attorney shall be valid against third parties whether or not any such event has occurred.

18 Indulgence

The obligations of the Vendor under this agreement shall not be discharged or affected by any time or indulgence granted by the Purchaser to any Customer or other person or (except by express waiver in writing) to the Vendor.

19 Termination of this agreement

If:

- 19.1 the Vendor commits any breach of the Facility Letter; or
- 19.2 any representation or warranty made by the Vendor in connection with the Facility Letter proves to have been incorrect or misleading in any way; or
- 19.3 the Vendor fails to make any payment due under this agreement and/or any Listing Schedule, or under any other agreement with the Purchaser at the time and in the manner specified in the relevant agreement; or

- 19.4 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
- 19.5 the Vendor fails to perform any of its other obligations hereunder and/or any Listing Schedule, 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
- 19.6 the Vendor or any member of the Vendor's Group commits any breach of other agreement entered into between a member of the Vendor's Group and a member of the Purchaser's Group; or
- 19.7 the Vendor makes any arrangement or composition with its creditors or commits any act of bankruptcy or, if 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; or
- 19.8 the Vendor fails to meet its debts as they fall due or if any petition is presented or resolution passed or order made for winding up of the Vendor; or
- 19.9 the Vendor ceases or threatens to cease to carry on business or disposes of all or a substantial part of its business; or
- 19.10 the Vendor has an expropriation, attachment, sequestration, distress execution or other process levied on any of its assets which is not discharged within 5 days; or
- 19.11 a petition is presented for the winding up of the Vendor or the appointment of an administrator or receiver, or a liquidator administrator or receiver is appointed or any steps are taken to appoint a liquidator administrator, receiver, compulsory manager or other similar officer over any part of the Vendor's assets or undertaking; or
- 19.12 in Scotland (in addition to the events specified in clauses 19.3 to 19.11 so far as applicable) if the Vendor becomes apparently insolvent or suffers sequestration to be awarded to the Vendor's estate or effects or a receiver or judicial factor or trustee to be appointed for any portion of the Vendor's estate or effects or suffers any arrestment, charge, pointing or other diligence to be issued or if there is any exercise or threatened exercise of any landlord's hypothec;
- 19.13 there is a change in the ownership or control of the Vendor from that existing at the date of this agreement;
- 19.14 there is, in the opinion of the Purchaser, a material adverse change in the financial position or business of the Vendor;
- 19.15 any of the directors of the Vendor become the subject of criminal proceedings in any jurisdiction whatsoever;
- 19.16 any of the directors of the Vendor become the subject of civil proceedings in relation to alleged fraud or misrepresentation in any jurisdiction whatsoever;
- 19.17 the Vendor fails to deliver to the Purchaser originals of the Relevant Customer Agreements referred to in any Listing Schedule within 3 Business Days of payment by the Purchaser of the Purchase Price in respect of those Relevant Customer Agreements,

then in any such event the Purchaser shall be entitled to terminate this agreement immediately by giving notice in writing to the Vendor.

20 Effect of notice of termination

20.1 Upon notice of termination of this agreement the Vendor shall offer no further Receivables to the Purchaser under this agreement but the provisions of this agreement shall subject to clause 20.2 continue to govern the rights and obligations of the Vendor and the Purchaser in relation to any existing Purchased Receivables.

20.2 Upon and after the termination of this agreement for whatever cause the Purchaser shall be entitled to withhold (by way of security for the due payment of any sums which then or subsequently may be or become due to the Purchaser) the whole or any part of the sums which might then or subsequently otherwise be due from the Purchaser to the Vendor provided that the amount so withheld at any time shall not exceed the outstanding amount due or to become due in respect of the Purchased Receivables.

20.3 Upon the occurrence of any of the events referred to in clause 19, or if the Customer under any Approved Customer Agreement fails to pay the rentals due thereunder on the due dates for payment, then the Purchaser may by notice in writing require the Vendor to repurchase all or any of the Purchased Receivables arising under any Approved Customer Agreements which are then subsisting and the Vendor shall thereupon repurchase such Purchased Receivables in accordance with the provisions of clause 20.4.

20.4 Any repurchase of Purchased Receivables by the Vendor following notice by the Purchaser pursuant to clause 20.3 shall be on the following terms:

(a) the Repurchase Price payable by the Vendor for each of the Purchased Receivables shall be a sum representing the difference between:

(i) the aggregate of:

(A) the Minimum Sums in relation to the relevant Purchased Receivables; plus

(B) the costs and all other sums due to the Purchaser hereunder including but without limitation all arrears and any interest accrued to the date of repurchase thereon; plus

(C) any costs incurred by the Purchaser in terminating or redeploying any funding arrangements which it has put in place to finance the acquisition of the relevant Purchased Receivables under this agreement which are then to be repurchased; and

(ii) all sums paid by the Customer or the Vendor in respect of the applicable Purchased Receivables to the Purchaser in cleared funds;

(b) title to such Purchased Receivables will not pass to the Vendor until receipt by the Purchaser in cleared funds of the Repurchase Price;

(c) all representations, warranties and other contractual terms (whether express or implied) in relation to such Purchased Receivables (save that the Purchaser has such title to the same as it acquired from the Vendor) shall be excluded to the full extent permitted by law.

- 20.5 Upon payment of the Repurchase Price under clause 20.4 the ownership and all subsisting rights in respect of the Purchased Receivables to which the Repurchase Price relates shall be revested in the Vendor. On and from the date of such revesting, all the Purchaser's rights and obligations under this agreement in relation to such Purchased Receivables shall thereafter cease but without prejudice to the Purchaser's rights accrued before revesting.

21 Right of set-off

Without prejudice to any of its other rights and remedies the Purchaser shall be entitled to set-off all or any of its liabilities to the Vendor against all or any of the Vendor's liabilities to the Purchaser under this or any other agreement or account.

22 Taxation

22.1

- (a) Subject to clause 22.1(b), any VAT chargeable in respect of any supply for VAT purposes by the Purchaser to the Vendor shall be payable by the Vendor to the Purchaser on demand.
- (b) All payments to be made by the Vendor to the Purchaser under this agreement are calculated without regard to VAT. If any such payment constitutes the whole or any part of the consideration for a taxable supply (whether that supply is taxable pursuant to the exercise of an option or otherwise) by the Purchaser to the Vendor, the amount of that payment shall be increased by a percentage equal to the VAT which is chargeable in respect of the supply in question.

- 22.2 If the Purchaser is obliged to make a payment (**Payment**) to the Vendor under this agreement which is referable to a receipt (**Receipt**) by the Purchaser and the Receipt is taken into account as a receipt in calculating a tax liability of the Purchaser whilst the Payment is not allowed as a deduction in calculating that tax liability, then the amount of the Payment the Purchaser is obliged to pay to the Vendor shall be reduced by such amount as is necessary to put the Purchaser in the same net of tax position as the Purchaser would have been in if the Receipt had not been taxable and the Payment had not been deductible for tax purposes in the Purchaser's hands.

- 22.3 If the Purchaser makes a payment or suffers a loss (**Loss**) in respect of which it is entitled to be indemnified or reimbursed pursuant to any provision of this agreement and the Purchaser is advised by its tax advisers that the payment by way of indemnity or reimbursement (**Indemnity Payment**) will or is likely to be taken into account as a taxable receipt in the hands of the Purchaser in computing a tax liability of the Purchaser whilst the loss is not or is unlikely to be deductible in computing the tax liability, then the Indemnity Payment shall be increased to an amount (**Grossed-up Payment**) which is certified by the Purchaser's tax advisers as being equal, after the subtraction of any tax which may be payable by the Purchaser in respect of the Grossed-up Payment, to such amount as is necessary to put the Purchaser in the same net of tax position as the Purchaser would have been in if the Loss had not been deductible and the Indemnity Payment had not taxable in the Purchaser's hands.

- 22.4 If any deduction or withholding is required by law in respect of any sum payable under any Customer Agreement the right to the receipt of which is a Purchased Receivable, then the Vendor shall, on demand, make an additional payment to the Purchaser of such an amount as is necessary to put the Purchaser in the same net of tax position as it would have been in if

the sum payable under the relevant Customer Agreement was not subject to any such deduction or withholding.

- 22.5 If any deduction or withholding is required by law in respect of any sum payable under this agreement by the Vendor to the Purchaser, then the Vendor shall, on demand, make an additional payment to the Purchaser of such an amount as is necessary to put the Purchaser in the same net of tax position as it would have been in if the sum payable was not subject to any such deduction or withholding.
- 22.6 If the introduction, abolition, withdrawal of, or any change in, any law, practice or concession or any regulation or official directive of any taxation or other authority (whether in the United Kingdom or elsewhere) or any change in the interpretation or application thereof to the Purchaser (other than a change in the rate of corporation tax) shall result in the Purchaser not receiving the same net rate of return (taking account of its tax position and all other relevant circumstances), then the Purchaser may require the Vendor to compensate therefor in such amount and in such manner as the Purchaser determines necessary to place the Purchaser in the same net of tax position as it would have been in if such introduction, abolition, withdrawal or change had not happened.
- 22.7 All stamp, documentary, registration, property or other like duties or taxes, including any penalties, additions, fines, surcharges or interest relating thereto imposed or chargeable on or in connection with this agreement or any other document connected with or contemplated by this agreement or which is executed in connection with any provision in this agreement shall be paid by the Vendor provided that the Purchaser shall be entitled to pay any such duties or taxes, whereupon the Vendor shall on demand indemnify the Purchaser against those duties and taxes.

23 Charge

- 23.1 As a continuing security for the payment and discharge of the Secured Obligations, the Vendor with full title guarantee (as defined in the Law of Property (Miscellaneous Provisions) Act 1994) hereby charges by way of first fixed charge all its right, title and interest, present and future, in and to (a) the Unassigned Debts and (b) the Goods.
- 23.2 As further continuing security for the payment and discharge of the Secured Obligations, the Vendor hereby charges with full title guarantee in favour of the Purchaser by way of first floating charge all of the Vendor's right, title and interest, present and future, in and to (a) the Unassigned Debts and (b) the Goods, where, other than in relation to Unassigned Debts and Goods arising under or relating to Scottish Customer Agreements, the same are not effectively assigned and transferred to the Purchaser pursuant to the provisions of clause 23.1.
- 23.3 The security constituted by this agreement shall be in addition to any other security the Purchaser may at any time hold for any of the Secured Obligations, and shall remain in full force and effect until discharged by the Purchaser.
- 23.4 The Vendor shall whenever requested by the Purchaser execute such further security as the Purchaser may direct over the Unassigned Debts and/or the Goods or take any other steps as the Purchaser may require for improving or perfecting the security hereby constituted.
- 23.5 On the occurrence of any event which is or which may with the passage of time become one of those events mentioned in clause 19 the Purchaser may:

- (a) by notice in writing to the Vendor convert the floating charge hereby created into a fixed charge over the Unassigned Debts and/or the Goods (save that in relation to any Scottish Customer Agreements the conversion of the floating charge to a fixed charge over such Unassigned Debts and/or the Goods shall only take effect when permitted, where relevant, by Scots law), and the Vendor's ability to deal in any manner with the Unassigned Debts and/or the Goods, shall thereby cease except to the extent otherwise agreed by the Purchaser; and/or
- (b) appoint one or more persons to be a receiver (which expression includes an administrator, administrative receiver and a receiver and manager) or receivers of the whole of any part of the Unassigned Debts and/or the Goods, 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.

23.6 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 Goods.

23.7 On the occurrence of any event mentioned within clause 19 the charge created by clause 23.2 shall automatically, without notice, be converted into a fixed charge and thereafter the provisions of clauses 23.5 and 23.6 shall apply.

23.8 The Vendor shall not create or permit to subsist any charge or other Encumbrance over the Unassigned Debts and/or the Goods without the prior written consent of the Purchaser.

23.9 Section 93 of the Law of Property Act 1925 (relating to the consolidation of mortgages) shall not apply to this agreement.

23.10 This agreement contains a qualifying floating charge, and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 23.2.

24 Power of attorney

24.1 The Vendor both for itself and as trustee of the Trust shall immediately upon the request of the Purchaser, execute a legal assignment or transfer of a Purchased Receivables and/or any Goods in such form as the Purchaser may require.

24.2 The Vendor both for itself and as trustee of the Trust hereby irrevocably and by way of security appoints the Purchaser and separately any receiver appointed hereunder as the attorney of the Vendor:

- (a) to execute a legal assignment or transfer of any Purchased Receivables and/or the Goods in such form and at such time as the Purchaser in its absolute discretion deems appropriate;
- (b) to demand, sue for or receive and give effective discharge for all sums payable by any person in respect of any Purchased Receivables and/or the Goods;

- (c) to repossess, sell, lease, hire or otherwise dispose of or use any of the Goods and to apply any consideration therefor in or towards the discharge of any Secured Obligations;
- (d) otherwise to perform any act which the Vendor is obliged or could be required to do hereunder;
- (e) obtain payment of, all or any of the Purchased Receivables purchased by the Purchaser;
- (f) institute legal proceedings or otherwise; and
- (g) do all such further documents and things as the Purchaser may in its absolute discretion consider to be necessary or expedient for perfecting the Purchaser's title to such Purchased Receivables and for their recovery.

24.3 The Purchaser shall not make any request under clause 24.1 nor exercise the power of attorney granted in its favour under clause 24.2 in respect of any Purchased Receivables and/or the Goods unless any of the events mentioned in clause 19 has occurred provided that, without prejudice to any rights of the Vendor in damages for breach of this clause 24.3, any exercise of such power of attorney shall be valid in favour of third parties whether or not any of the events mentioned in clause 19 has occurred.

24.4 Any document to be executed under this power may be executed by a director or the secretary or any authorised manager of the Purchaser.

25 Further assurance

25.1 The Vendor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Purchaser may reasonably specify (and in such form as the Purchaser may reasonably require in favour of the Purchaser or its nominee(s)):

- (a) to perfect the security created or intended to be created under or evidenced by this agreement (which may include the execution of a mortgage, charge, assignment or other security over all or any of the assets which are, or are intended to be, the subject of the security created by this agreement) or for the exercise of any rights, powers and remedies of the Purchaser provided to this agreement or by law; and/or
- (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by this agreement at any time after the occurrence of any event set out in clause 19.

25.2 The Vendor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection and maintenance of any security created or intended to be conferred on the Purchaser by or pursuant to this agreement.

26 General

26.1 Any waiver by the Purchaser of any of its rights under this agreement or any other indulgence allowed by it to the Vendor will not prejudice or affect the exercise of those rights.

26.2 This agreement, the Facility Letter and each Listing Schedule constitutes the whole agreement between the parties and any variation of this agreement, the Facility Letter or any

Listing Schedule (except as expressly provided in this agreement) may only be affected by endorsement on this agreement or by a separate written document signed by or on behalf of both parties.

- 26.3 References in this agreement to any statutory provision are to such provision as amended or re-enacted from time to time.
- 26.4 If any clause or part of a clause contained in this agreement is declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other clause or part of a clause all of which shall remain in full force and effect.
- 26.5 This agreement, the Facility Letter and each Listing Schedule is personal to the Vendor and it shall not assign any of the same or any of its rights, liabilities or obligations thereunder without the prior written consent of the Purchaser. The Purchaser may assign this agreement, the Facility Letter and/or any Listing Schedule or any of its rights, liabilities or obligations thereunder, as it thinks fit without the Vendor's consent.
- 26.6 This agreement contains all the terms agreed between the Purchaser and the Vendor relating to the subject matter thereof and the Vendor warrants to the Purchaser that there is no other agreement or arrangement between it and any other person relating to the Purchased Receivables.
- 26.7 Notices under this agreement must be in writing and may be delivered personally or sent by letter or facsimile to either party at its registered office or to any substituted address previously notified for the purpose. Notice given personally shall be deemed served on delivery. Notice given by first class post shall be deemed served on the day (not being a Sunday or public holiday) following the day on which it shall have been posted. Notice given by facsimile shall be deemed served upon despatch.
- 26.8 This agreement replaces and supersedes any block discounting agreement entered into between the Purchaser and the Vendor on or before the date of this agreement.
- 26.9 This agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this agreement.

27 Third Party Rights

- 27.1 Each party and their directors, officers, employees and agents may enforce any term of this agreement which purports to confer a benefit on that person, but no other person who is not a party to this agreement or any Listing Schedule has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this agreement.
- 27.2 Unless expressly provided to the contrary, the consent of any person who is not a party to this agreement is not required to rescind or vary this agreement or any other document entered into under or in connection with it.

28 Governing law

- 28.1 This agreement will be governed by and construed in all respects in accordance with English Law and all claims and disputes (including non contractual claims and disputes) arising out of or in connection with this agreement, will be determined in accordance with English Law.

28.2 Each party irrevocably submits to the non exclusive jurisdiction of the English Courts in relation to all matters (including non-contractual matters) arising out of or in connection with this agreement.

Executed as a deed by the parties or their duly authorised representatives on but not delivered until the date of this agreement.

Signed as a deed by
an attorney for and on behalf of
Investec Asset Finance plc
in the presence of

[Redacted signature]

Signature of witness

Name [Redacted]

Address [Redacted]

Executed as a deed by
Bluestone Capital Limited
acting by a director (or directors)
in the presence of

)
)
)

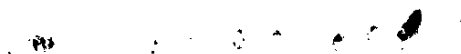
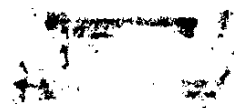
Director

Director

Signature of witness

Name [Redacted]

Address [Redacted]



Schedule 2

Declaration of Trust re Scottish Customer Agreements

Without prejudice to the provisions of this agreement providing for certain rights or assets to be held in trust by the Vendor for the Purchaser, the Vendor hereby declares and confirms the following provisions by way of declaration of trust in favour of the Purchaser, in which trust the Vendor also constitutes itself as trustee of that trust:

WHEREAS:

- (A) pursuant to clause 4 of this agreement the Vendor has assigned to the Purchaser those Scottish Customer Agreements, the Receivables arising thereunder and the Security Agreements pertaining thereto (together the "LS Schedule Documents") which are the subject of an offer and set out in a Listing Schedule;
- (B) in each Listing Schedule the Vendor will, without prejudice to the assignment referred to in recital (A), assign to the Purchaser the LS Schedule Documents the subject of that Listing Schedule once they are in existence;
- (C) the LS Schedule Documents referred to in recitals (A) and (B) and all sums received by the Vendor, other than from the Purchaser, in relation to any of the LS Schedule Documents are herein referred to as the "Scottish Assets", which expression shall be a reference to all, each or any of such Scottish Assets as the context admits;
- (D) title to the Scottish Assets may not be fully vested in the Purchaser pending in certain cases intimation or notice being given to the relevant Customers, or the relevant obligants under the Security Agreements;
- (E) therefore, in implement of this agreement the Vendor has agreed at the request of the Purchaser to hold its remaining right, title and interest, whatever that may be, in the Scottish Assets in trust for the Purchaser as beneficiary pending the Purchaser completing its title thereto;

THEREFORE, the Vendor HEREBY DECLARES as follows in favour of the Purchaser as beneficiary:-

- 1. As from the date of this agreement it shall hold its remaining right, title and interest in the Scottish Assets, present and future, in trust absolutely for and on behalf of the Purchaser and its assignees (whether absolutely or in security) whomsoever.
- 2. The Vendor hereby intimates to the Purchaser the coming into effect of the trust constituted under this agreement and clause 1 above and the Purchaser acknowledges such intimation by its execution of this agreement.
- 3. Subject to the terms of this agreement the Vendor shall act in accordance with the instructions of the Purchaser in respect of the Scottish Assets and without prejudice to the foregoing generality the Vendor irrevocably undertakes upon request by the Purchaser to enter into further formal transfers of its interest in the Scottish Assets and/or to enter into a further declaration of trust in substitution for the provisions of this Schedule forthwith upon request by the Purchaser, such further declaration of trust to be substantially in the form hereof and granted with the consent of the Purchaser in favour of such party as the Purchaser may nominate.

4. Except with the prior written consent of the Purchaser, the Vendor shall not be entitled to resign office as a trustee or assume a new trustee or trustees under this trust.
5. Each of the Scottish Assets if not already effectively the property of the trust by virtue of the provisions of this agreement and this Schedule shall become the property of this trust on the relevant Scottish Customer Agreements being specified in a Listing Schedule and the Purchase Price therefor being paid in accordance with the provisions of this agreement. And the Purchaser and Vendor agree that the provisions of such Listing Schedule shall be intimation from the Vendor to the Purchaser, accepted by the Purchaser, that those of the Scottish Assets arising from those Scottish Customer Agreements have become the property of this trust.
6. The Purchaser may at any time give notice to anyone that this trust exists in relation to any of the Scottish Assets and the Vendor will give like notice to anyone should the Purchaser so require.
7. The provisions of this trust may not be varied in any respect by the Vendor or by the Vendor as trustee without the prior written consent of the Purchaser.