

631 452/13

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

MR01

Particulars of a charge



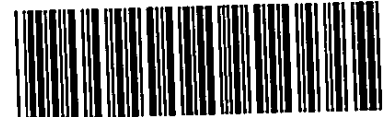
A fee is payable with this form
Please see 'How to pay' on the
last page

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 where there is
an instrument. Use form MR08

For further information please



RCS 04/10/2013 #26
COMPANIES HOUSE
R2I93HE1
A26 27/09/2013 #115
COMPANIES HOUSE
A2HSCPXT

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
must be scanned and placed on the public record.

FRIDAY
F

1 Company details

Company number 0 1 5 2 6 8 8 2

Company name in full Haydock Finance Limited

0768 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 1 9 0 9 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 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

MR01

Particulars of a charge

4

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**

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 *Nicholas Sosif*

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
01189223552



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: 1526882

Charge code. 0152 6882 0168

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th September 2013 and created by HAYDOCK FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2013

Given at Companies House, Cardiff on 8th October 2013



Companies House



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

Block Discounting Agreement
(Corporate)

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

This agreement is made on **19 SEPTEMBER** -

Between

- (1) **Haydock Finance Limited** (company number 01526882) whose registered office is at Challenge House, Challenge Way, Greenbank Business Park, Blackburn, BB1 5QB (**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)

John Jenkin
Investec Asset Finance PLC
24.9.13

It is agreed

1 Interpretation

- 1.1 In this agreement unless the interest otherwise requires the following words and expressions shall have the following meanings

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

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 to 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, pledge, lien, retention of title clause, right of tracing or other encumbrance securing any obligation of any person

Facility Letter means the facility letter from the Purchaser to the Vendor countersigned by the Vendor dated on or before this agreement as amended 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

Listing Schedule means a listing schedule in the form set out in the schedule 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

Net Advance means 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

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 payable by the Purchaser for the Receivable under each Customer Agreement as calculated in accordance with the Facility Letter

Purchaser Account means the account of the Purchaser with Citibank numbered 00562785, sort code 18-50-08

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

Repurchase Price means the amount calculated in accordance with clause 20.4

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

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 deemed to have been duly 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 deliver to the Purchaser
- (a) a Listing Schedule listing the Customer Agreements and setting out details of the Receivables the Vendor wishes to sell to the Purchaser,
 - (b) originals of the Customer Agreements referred to in the Listing Schedule and any Security Agreement relating thereto, unless otherwise notified to the Vendor from time to time, copies of invoices delivered to a Customer pursuant to such Customer Agreements
 - (c) a completed direct debit mandate,

- (d) an acceptance certificate in a form satisfactory to the Purchaser signed by the Customer under each 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 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 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 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) until all sums due and to become due to the Purchaser under the Relevant Customer Agreement have been paid 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 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
- 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 on any assignment of a 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 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 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 Purchase Prices 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 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

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

- 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 be held in 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 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 the Purchaser and that the Vendor will not receive or collect or attempt to receive or collect from the 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

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 Payments by the Vendor

9 1 If for any reason the Vendor does not receive from its Customers any payment due in respect of a Purchased Receivable, the Vendor shall nevertheless pay to the Purchaser in accordance with clause 8 2 a sum equal to that due payment

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 Purchase Price 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 in respect of any of the Purchased Receivables shall be less than the sum specified in the 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 immediately 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 Customer Agreement,

(b) that if

(i) the existence of a Customer Agreement or a Purchased Receivable or any part of either of them shall at any time be disputed by the Customer,

- (ii) any amount due in respect of a Purchased Receivable shall not be or become due and owing by the Customer under the relevant 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 the Customer Agreement,
- (iv) any right of set-off or counterclaim or right to a deduction or withholding 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, or
- (viii) the Vendor shall be in breach in respect of any of the warranties or covenants given under this agreement in relation to a Customer Agreement,

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 11 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 that 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 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,
- (d) 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,
- (e) 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,
- (f) 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,

- (g) that the Vendor will make all relevant tax payments and returns in relation to the Goods,
- (h) that the Vendor shall keep all necessary and proper accounts of its dealings in relation to the Purchased Receivables and copies of all 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,
- (i) 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,
- (j) 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,
- (k) that, at its own expense, the Vendor shall give the Purchaser any assistance it requires to enforce any of the Purchased Receivables,
- (l) 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,
- (m) it will supply the Purchaser at the Purchaser's request with any general financial information, including management accounts, that the Purchaser may require,
- (n) 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,
- (o) it will observe and perform the Special Conditions (if any),
- (p) 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 will not be old, 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 will be no 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 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 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 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 Customer Agreement and any related Security Agreement is governed by the laws of England, constitute the legal, valid and binding obligations of the relevant Customer and 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, and
 - (i) 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 Customer Agreement (**Old Agreement**) it shall offer to the Purchaser further Receivables (**Replacement Offer**) in accordance with clause 3 under a new Customer Agreement relating to a similar class of Goods 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. Upon acceptance or deemed acceptance of the Replacement Offer the Vendor shall be deemed to have given the warranties and covenants contained in clause 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 under this agreement the Vendor shall pay interest on such sum from the date when the same became due and payable at a rate of five per cent (5%) per annum over Finance House Base Rate calculated on a daily basis and as well after as before 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 an assignment 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 a 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 or receiver 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 notour bankrupt or suffers sequestration to be awarded to the Vendor's estate or effects or a received 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 by 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 Customer Agreements referred to in the Listing Schedule within 3 Business Days of payment by the Purchaser of the Purchase Price,

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

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 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 Purchase Price, plus

(B) the costs and all other sums due to the Purchaser hereunder including but without limitation all arrears and any interest 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 Receivables under this agreement, 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 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 been 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, 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, 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 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 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, and
 - (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,
 - (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 General

- 25 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
- 25 2 This agreement constitutes the whole agreement between the parties and variation of this agreement (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
- 25 3 References in this agreement to any statutory provision are to such provision as amended or re-enacted from time to time
- 25 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
- 25 5 This agreement is personal to the Vendor and it shall not assign this agreement or any of its rights, liabilities or obligations hereunder without the prior written consent of the Purchaser. The Purchaser may assign this agreement or any of its rights, liabilities or obligations under it, as it thinks fit without the Vendor's consent
- 25 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
- 25 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
- 25 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
- 25 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

26 Third Party Rights

- 26 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
- 26 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

27 Governing law

- 27 1 This agreement will be governed by and construed in all respects in accordance with English Law and all claims and disputes (including non constituted claims and disputes) arising out of or in connection with this agreement, will be determined in accordance with English Law
- 27 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 Deed

Executed as a deed by
Investec Asset Finance plc
acting by a director in the presence of

)
)
)

[Redacted]
[Redacted]
[Redacted] **to Jenner**
[Redacted] **Authorised Signatory**

[Redacted]
[Redacted]
[Redacted]

Signature of witness

[Redacted]
[Redacted]

Oliver Greenslade
Authorised Signatory

Name

[Redacted]
[Redacted]

Address

2 Gresham Street
London EC2V 7QP

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

)
)

[Redacted]
[Redacted]
[Redacted]

Director

[Redacted]
[Redacted]
[Redacted]

Signature of witness

Name

[Redacted]
[Redacted]

Address

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Schedule

Listing Schedule