



Registration of a Charge

Company name: **Haydock Finance Limited**

Company number: **01526882**



X5117OLE

Received for Electronic Filing: **18/02/2016**

Details of Charge

Date of creation: **17/02/2016**

Charge code: **0152 6882 0178**

Persons entitled: **BRITISH BUSINESS BANK INVESTMENTS LTD**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1526882

Charge code: 0152 6882 0178

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2016 and created by Haydock Finance Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2016 .

Given at Companies House, Cardiff on 19th February 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

BLOCK DISCOUNTING MASTER AGREEMENT

THIS BLOCK DISCOUNTING MASTER AGREEMENT is made the 17 day of FEBRUARY 2016

BETWEEN:

- (1) **British Business Bank Investments Ltd** (No. 09091930) whose registered office is at Foundry House, 3 Millsands, Sheffield S3 8NH (**Purchaser**);
- (2) **Haydock Finance Limited** (No. 1526882) whose registered office is at Challenge House, Challenge Way, Blackburn, Lancashire BB1 5QB (**Vendor**); and
- (3) **Haydock Finance Holdings Limited** (No. 5307810) whose registered office is at Challenge House, Challenge Way, Blackburn, Lancashire BB1 5QB (**Parent**).

IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1. In this Master Agreement:

BBB Associate has the meaning given to that term in the Facility Letter.

BBB Documents has the meaning given to that term in the Facility Letter.

Block Discounting Agreement has the meaning given to it in clause 2.

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

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.

Conditions has the meaning given to that term in the Facility Letter.

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

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

Disruption Event means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made to the Purchaser under the BBB Documents which disruption is not caused by, and is beyond the control of, the Vendor or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of the Vendor preventing it:

- (i) from performing its payment obligations under the BBB Documents or
- (ii) from communicating with the Purchaser in accordance with the terms of the BBB Documents

and which (in either such case) is not caused by, and is beyond the control of, the Vendor.

Facility Letter means a facility letter from the Purchaser to the Vendor countersigned by the Vendor as amended from time to time by the Purchaser and the Vendor in writing.

Finance House Base Rate means the finance house base rate from time to time published by the Finance and Leasing Association (or any successor or replacement body, association, entity or organisation from time to time) or as otherwise agreed by the Purchaser and the Vendor.

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 each listing schedule annexed to an Offer Document.

Minimum Amount has the meaning given to that term in the Facility Letter.

Notified Security Percentage has the meaning given to that term in the Facility Letter.

Offer means an Offer as defined in the Facility Letter.

Offer Document means an Offer Document as defined in the Facility Letter.

Offer Price means, in relation to a Receivable, the price payable by the Purchaser for the Receivables under each Customer Agreement, as calculated in accordance with and defined in the Facility Letter.

Purchased Amount means, in respect of any Receivable purchased or to be purchased pursuant hereto:

- (a) the total sums payable (but unpaid) by a Customer to the Vendor (as agent for the Purchaser or otherwise) pursuant to the Customer Agreement to which such Receivable relates at the time such Receivable is purchased by the Purchaser; or
- (b) such other amount as may be agreed in writing by the parties hereto.

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

Receivable means (unless otherwise agreed in writing by the parties hereto), at any given time:

- (a) all the right, title and interest of the Vendor in and to 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; and

- (b) all rights of the Vendor under any Security Agreement and all liens, reservations of title, right of tracing and other rights enabling the Vendor to enforce any such debts or claims.

Relevant Receivable has the meaning given to that term in clause 7.1.

Replacement Paper Security Percentage has the meaning given to that term in the Facility Letter.

Repurchase Price means the aggregate of:

- (a) the unpaid Minimum Amounts of the Relevant Receivable(s);
- (b) all costs, losses, expenses and damages incurred, suffered or sustained by the Purchaser as a result of any breach of the Block Discounting Agreement in respect of the Relevant Receivable(s); and
- (c) all other sums due to the Purchaser hereunder including but without limitation all arrears and any default interest thereon in respect of the Relevant Receivable(s).

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

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

Security Provider means any party providing the security under a Security Agreement.

Security Ratio has the meaning given to that term in the Facility Letter.

Termination Event means any of the events referred to in clause 11.1.

Unassigned Debts means, at any time, all Receivables purchased or purported to be purchased under the Block Discounting Agreement 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 the Block Discounting Agreement.

Value means in relation to the Receivables arising under any Customer Agreement the aggregate amount which remains to be paid by the Customer (whether of principal or interest or otherwise, but excluding any value added tax or any service or maintenance payments payable by the Customer) under the relevant Customer Agreement at the time of purchase of those Receivables, assuming that the Customer Agreement runs its full course.

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

1.2. Any reference in this Master Agreement to:

- 1.2.1. a financial obligation shall be construed so as to include any obligation for the payment or repayment of money, whether present or future, actual or contingent;
 - 1.2.2. a **person** shall be construed as a reference to any person, firm, company or corporation or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
 - 1.2.3. a **security interest** shall be construed as a reference to a mortgage, charge, pledge, lien, retention of title clause, right of tracing or other security interest securing any obligation of any person;
 - 1.2.4. this **Master Agreement**, any **Facility Letter**, the **Block Discounting Agreement** or any other agreement or instrument is a reference to this Master Agreement, the relevant Facility Letter, the Block Discounting Agreement or other agreement or instrument as amended, novated, supplemented, extended, replaced or restated (however fundamentally); and
 - 1.2.5. the **Purchaser** shall be construed so as to include the assignees and successors in title of the Purchaser.
- 1.3. In this Master Agreement, clause headings are for convenience only and shall not affect the interpretation of the terms contained in the clause concerned; the singular shall include the plural and vice versa; the masculine shall include the feminine and the neuter; and a statutory provision shall include a reference to any modification or re-enactment of that provision for the time being in force.
- 1.4. If by the terms of this Master 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.
- 1.5. A Termination Event is continuing if it has not been waived in writing by the Purchaser.

2. BLOCK DISCOUNTING AGREEMENT

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

3. OFFER AND PURCHASE OF RECEIVABLES

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

4. PROCEDURE FOR PURCHASE OF RECEIVABLES

The procedure for purchase of Receivables is set out in the Facility Letter.

5. AGENCY

- 5.1. The Purchaser hereby appoints the Vendor as its sole agent and trustee in respect of the Purchased Receivables (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 any Purchased Receivables.
- 5.2. The Vendor shall upon receipt of any sums due in respect of the Purchased Receivables pay them to the Purchaser in accordance with the terms of the Block Discounting Agreement and pending such payment shall hold such sums in a separate account on trust for the Purchaser.
- 5.3. The Vendor shall inform the Purchaser on the last Business Day of each month of the amounts received or recovered by the Vendor in respect of each Purchased Receivable.
- 5.4. The Vendor hereby covenants and undertakes that, should the Purchaser exercise any right conferred in the Block Discounting Agreement upon the Purchaser to terminate the agency of the Vendor, it will not in any way interfere or attempt to interfere with the collection of sums due from Customers or any Security Providers in respect of the Purchased Receivables and that, upon the termination of such appointment for any reason the Vendor shall not collect or attempt to collect or hold himself out as having authority to collect any such sums. The Vendor shall provide the Purchaser with all assistance reasonably required by the Purchaser to enforce payment by any Customer or Security Provider.
- 5.5. At any time following the occurrence of any of the events specified in clause 11 the Purchaser may direct the Vendor to pay any amount the Vendor actually receives from its Customers in respect of Purchased Receivables into an account in the Purchaser's name.

6. THE MINIMUM AMOUNT

- 6.1. The Vendor shall pay to the Purchaser in respect of each Purchased Receivable an amount equal to the Minimum Amount in such instalments and at such times as may be specified by the Purchaser (irrespective of whether or not the Vendor has received an amount equal thereto from the Customer).
- 6.2. The Purchaser may, upon receipt of the Minimum Amount, offer to transfer to the Vendor without payment to the Purchaser its right, title and interest in the relevant Purchased Receivable and associated Security Agreements. Any such transfer 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 Purchased Receivable as it acquired from the Vendor), shall be excluded to the full extent permitted by law.

7. REPURCHASE, REPLACEMENT AND SALE

- 7.1. If any of the events specified in clause 11 occurs or if any Customer named in a Customer Agreement does not satisfy the Conditions or it appears to the Purchaser that the Purchaser is likely to sustain loss or damage in consequence of a purchase made of one or more

Purchased Receivables (the **Relevant Receivables**) pursuant to the provisions of the Block Discounting Agreement then, without prejudice to the rights of the Purchaser pursuant to clause 11.2, the Purchaser may by notice to the Vendor:

- 7.1.1. require the Vendor to repurchase the Relevant Receivables and associated Security Agreements on such date as the Purchaser shall specify in such notice at such price as may be reasonably determined by the Purchaser as representing the Repurchase Price whereupon the Vendor shall do so by payment of such price and all rights of the Purchaser to the Relevant Receivables and associated Security Agreements shall revert in the Vendor and the obligations of the Purchaser in respect thereof shall thereafter cease. Any such sale of Relevant Receivables and associated Security Agreements by the Purchaser shall be on the basis that all representations, warranties and other contractual terms (whether express or implied) in relation to those Receivables (save that the Purchaser has such title to the Receivables as it acquired from the Vendor), shall be excluded to the full extent permitted by law; or
- 7.1.2. require the Vendor in replacement of Relevant Receivables to which the Purchaser refers in such notice to transfer to the Purchaser without payment by the Purchaser such other Receivables as may be required by the Purchaser to ensure that the Replacement Paper Security Percentage is not less than the greater of (i) 120% or (ii) the Notified Security Percentage. On acceptance of any such Receivables in place of the repurchased Relevant Receivables, title to such Receivables shall automatically be deemed to be assigned to the Purchaser without further notice.

8. REPRESENTATIONS

- 8.1. 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 herein and on each date that Receivables are transferred pursuant to clause 7.1.2 of this Master Agreement (such representations and warranties to be deemed to be repeated on each date that a Listing Schedule is delivered to the Purchaser and each date that the Purchaser makes payment of an Offer Price to the Vendor in respect of such Receivables):
 - 8.1.1. each of the Vendor and the Parent has power to enter into each BBB Document to which it is a party and to exercise its rights and perform its obligations thereunder and all corporate or other action required to authorise the execution of and the performance of its obligations under the BBB Documents to which it is a party has been duly taken by each of the Vendor and the Parent;
 - 8.1.2. the execution by each of the Vendor and the Parent of each BBB Document to which it is a party and the exercise of its rights and performance of its obligations thereunder (a) will not result in the existence of, nor oblige the Vendor or the Parent to create any, security interest over all or any of its present or future revenues or assets (other than the charges granted pursuant to the Block Discounting Agreement) and (b) will not result in any breach by it of any provision of its memorandum of association or its articles of association, any provisions of law or any agreement or other instrument binding on it;

- 8.1.3. each of the Vendor and the Parent has not taken any corporate action nor have any other steps been taken or legal proceedings been started or, to the best of its knowledge and belief threatened against the Vendor or the Parent (as appropriate) for its winding-up, dissolution or reorganisation or for the appointment of an administrator, administrative receiver, receiver, trustee or similar officer of it or of any or all of its assets;
- 8.1.4. 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 form of 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;
- 8.1.5. the Customer Agreement and any related Security Agreement are governed by the laws of England (unless the applicable Customer Agreement provides that it is governed by the laws of Scotland) and constitute the legal, valid and binding obligations of the relevant Customer and Security Provider;
- 8.1.6. the Vendor has complied fully with the applicable provisions of the CCA and any regulations made thereunder together with the provisions of all other relevant statutes and regulations (including but not limited to data protection and money laundering regulations) and will continue to comply with all the provisions of such statutes and regulations to ensure that each relevant Customer Agreement and any related Security Agreement remain at all times fully enforceable;
- 8.1.7. in the case of a Customer Agreement which is cancellable or has a right of withdrawal under the terms of the CCA, the relevant cancellation or withdrawal period has expired;
- 8.1.8. the Customer Agreement (unless a credit agreement) is a bona fide contract of the Vendor for the sale or supply of goods (other than the capital assets of the Vendor) and/or services;
- 8.1.9. the Customer and any Security Provider is not an employee, officer, director of the Vendor or an associate of the Vendor as defined in Section 184 of the CCA;
- 8.1.10. the Customer Agreement is not a bill of exchange or letter of credit;
- 8.1.11. any deposit or initial payment shown in the Customer Agreement as paid has been paid in the manner stated and any allowance given to the Customer for goods taken in part exchange is reasonable in relation to the value of such goods or services;
- 8.1.12. the Vendor is the legal and beneficial owner of the Goods specified in any relevant Customer Agreement and such Goods are not subject to any security interests other than in favour of the Purchaser;
- 8.1.13. the details of the Customer and the particulars of the Goods and other information set out in each Listing Schedule are correct in every respect;

- 8.1.14. the Goods specified in each relevant Customer Agreement are in good working order, repair and condition, are of satisfactory quality and are fit for the Customer's purpose and comply in all respects with the requirements of the law and with all the provisions of the relevant Customer Agreement express or implied;
- 8.1.15. the Goods the subject of the relevant Customer Agreement have been duly delivered to and accepted by the relevant Customer under the terms of the relevant Customer Agreement;
- 8.1.16. any insurance required under the relevant Customer Agreement has been effected;
- 8.1.17. the particulars contained in each Listing Schedule relating to such Receivables 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;
- 8.1.18. none of the Customer Agreements or Security Agreements specified in any Listing Schedule 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 or Security Agreements and all such Customer Agreements and Security Agreements are in the form of the Customer Agreements and Security Agreements delivered by the Vendor to the Purchaser with the relevant Offer;
- 8.1.19. such Receivables are not subject to any security interest and the Vendor is the legal and beneficial owner of the Receivables and is absolutely entitled to assign such Receivables to the Purchaser and such assignment will not constitute and will not result in any breach of any provision of law or any agreement (including, without limitation, the Customer Agreement) or other instrument binding on it and will not result in and will not oblige the Vendor to create any such security interest over such Receivables, over any other Receivable then offered to the Purchaser, over any Purchased Receivable or over any Goods;
- 8.1.20. the Purchased Amount payable under the Customer Agreement is payable by each Customer on or before the date shown in the particulars contained in the Listing Schedule relating thereto (or otherwise in the Customer Agreement) and the Vendor is not aware of and has no reason to suspect that there may arise any dispute or claim of any kind in respect of any goods or services the subject thereof;
- 8.1.21. the details of the parties and the particulars of the Goods and other information set out in any relevant Security Agreement are, to the best of the Vendor's knowledge, correct in all respects;
- 8.1.22. the Vendor has not sold or assigned or offered to sell or assign such Receivables to any person other than the Purchaser, and there will be no set off, counterclaim, deduction or extension of time applicable to such Receivables and no justification for non-payment of the full amount due in respect of such Receivables by the Customer;

8.1.23. 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; and

8.1.24. no Termination Event has occurred and is continuing.

9. UNDERTAKINGS

The Vendor covenants and undertakes with the Purchaser:

- 9.1. to perform and observe every covenant and obligation which the Vendor has undertaken to perform and observe in each of the Customer Agreements and to indemnify the Purchaser on demand against all claims, losses, damages or expenses which may result from failure to do so and in particular but without prejudice to the generality of the foregoing in the event of all or any of the Customer Agreements giving rise to a repayment of any sum by the Vendor to a Customer whether upon a breach or whether in performance of the Customer Agreements, to pay to the Purchaser a sum equal to the sum or sums repayable to the Customer without demand and to indemnify the Purchaser against all claims made by such Customer for the return or replacement of any such sum;
- 9.2. to hold all sums received and/or recovered by it in respect of a Purchased Receivable on trust for the Purchaser;
- 9.3. to pay the Purchaser the amount of all legal charges and all stamp duties paid or incurred by the Purchaser on any assignment or re-assignment of a Purchased Receivable;
- 9.4. to hold all rights, remedies and interest in each Purchased Receivable and in the sums due and to become due thereunder on trust for and on behalf of the Purchaser until a legal assignment of such Purchased Receivable is executed in accordance with the Block Discounting Agreement;
- 9.5. to maintain such accounts as are sufficient to show the amounts paid by and due from the Customers to the Vendor and when required by the Purchaser, to permit at all reasonable times full inspection and audit of such accounts by the Purchaser and/or its authorised representative;
- 9.6. to render to the Purchaser if so requested by the Purchaser, such particulars relating to the Purchased Receivables as the Purchaser may from time to time reasonably require;
- 9.7. to endorse in favour of the Purchaser such bills of exchange as may from time to time be issued or endorsed to the Vendor in respect of all or any part of a Purchased Receivable;
- 9.8. upon receipt of a duly authorised direction in writing from the Purchaser to repossess any Goods or enforce any rights relating to a Purchased Receivable, provided that the Vendor shall not repossess any Goods or enforce any rights under any Customer Agreement and/or Security Agreement relating to a Purchased Receivable contrary to law or in an illegal manner and shall indemnify the Purchaser against all claims arising from repossession and enforcement and shall hold all repossessed Goods and the proceeds of such enforcement on trust for the Purchaser and deal with the same as the Purchaser shall direct;
- 9.9. to give at its own cost to the Purchaser any assistance required by the Purchaser in enforcing any rights of the Purchaser relating to any of the Purchased Receivables or any of the Goods;

- 9.10. to provide to the Purchaser forthwith on demand all books, records and all other documents relating to the Customer Agreements;
- 9.11. to notify the Purchaser of any return, repossession, loss of, or damage to, any of the Goods or of any request for extended credit or adjustment, dispute or claim relating to a Purchased Receivable or to any of the Goods and generally of all material happenings and events affecting Purchased Receivables and/or Goods or the value or amount thereof;
- 9.12. to collect and pay or cause to be paid to the appropriate authority any tax or duty payable in respect of each Purchased Receivable and/or any of the Goods;
- 9.13. not to sell, assign or transfer, or purport to do so, any Purchased Receivable or create or permit to subsist, or purport to do so, any security interest over any Purchased Receivable or do any act likely to affect adversely the Purchaser's rights relating to any Purchased Receivable;
- 9.14. to perform and observe every covenant and obligation which the Vendor has undertaken to perform and observe in any Security Agreement relating to any Purchased Receivable and not to do any act which could have the effect or discharging, waiving or adversely affecting the rights of the Vendor under such document;
- 9.15. to indemnify and keep fully indemnified the Purchaser against:
 - 9.15.1. failure by the Vendor to perform its obligations hereunder;
 - 9.15.2. any VAT payable by the Purchaser in respect of any transaction or matter contemplated by this Master Agreement and/or any Block Discounting Agreement; and
 - 9.15.3. all claims, losses, damages and expenses (including, without limitation, any costs, charges, expenses and stamp duties incurred by the Purchaser in connection herewith) which may be made against 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 Master Agreement and/or any Block Discounting Agreement and any claim, whether or not made by a Customer, in relation to any Goods or services to which any Purchased Receivable relates whether directly or indirectly, or to the quality of any such Goods or services, or to the failure of the Vendor to meet contract specifications in whatever form under any Customer Agreement to which any Purchased Receivable relates, or in connection with any failure of the Vendor strictly to comply with the provisions of the CCA, including, without limitation, any such failure which results in any provision of any Customer Agreement being or becoming void or unenforceable;
- 9.16. forthwith upon execution of this Master Agreement by the parties hereto to notify its bankers and to use its reasonable endeavours to obtain the agreement of such bankers that the charges created pursuant to this Master Agreement shall stand in priority to any charges granted by the Vendor to such bankers;
- 9.17. as soon as the same become available, but in any event within 180 days after the end of each of its financial years, deliver to the Purchaser a copy of its published audited financial statements for such financial year;

- 9.18. not to create or permit to subsist any charge or other security interest over the Unassigned Debts and/or the Goods without the prior written consent of the Purchaser;
- 9.19. 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; and
- 9.20. from time to time on the request of the Purchaser, furnish the Purchaser with such information as is available to the Vendor about the business and financial condition of the Vendor as the purchaser may reasonably require.

10. CHARGE

- 10.1. As a continuing security for the payment and discharge of the Secured Liabilities 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.
- 10.2. As further continuing security for the payment and discharge of the Secured Liabilities the Vendor hereby charges with full title guarantee in favour of the Purchaser by way of first floating charge all right, title and interest, present and future, in and to (a) the Unassigned Debts and (b) the Goods not effectively charged by way of first fixed charge pursuant to the provisions of clause 10.1.
- 10.3. The security constituted by this Master Agreement and under this clause 10 shall be in addition to any other security the Purchaser may at any time hold for any of the Secured Liabilities, and shall remain in full force and effect until discharged by the Purchaser.
- 10.4. 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.
- 10.5. On the occurrence of any event which is or which in the reasonable opinion of the Purchaser is likely with the passage of time become one of those events mentioned in clause 11:
- 10.5.1. the Purchaser may 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
- 10.5.2. appoint one or more persons to be a receiver 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.
- 10.6. 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.

- 10.7. On the occurrence of any event mentioned within clause 11 the charge created by clause 10.2 shall automatically, without notice, be converted into a fixed charge and thereafter the provisions of clauses 10.5 and 10.6 shall apply.
- 10.8. The Vendor shall not create or permit to subsist any charge or other security interest over the Unassigned Debts and/or the Goods without the prior written consent of the Purchaser.
- 10.9. Section 93 of the Law of Property Act 1925 (relating to the consolidation of mortgages) shall not apply to this Master Agreement.

11. DEFAULT AND TERMINATION

- 11.1. The following events are Termination Events, if:

- 11.1.1. the Vendor fails to pay any sum due from it hereunder 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, (unless its failure to pay is caused by a Disruption Event and payment is made within 3 Business Days of its due date); or
- 11.1.2. the Vendor fails duly to perform any of its other obligations hereunder, the Facility Letter 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 14 days of the date of such default; or
- 11.1.3. any representation or warranty made by the Vendor or the Parent herein, in the Facility Letter 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 deemed to be repeated; or
- 11.1.4. the Vendor is unable to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to a general extension of the time within which it must liquidate its financial obligations or makes a general assignment for the benefit of or a composition with its creditors; or
- 11.1.5. the Vendor takes any corporate action or other steps are taken or proceedings are started for the Vendor's winding-up or dissolution (otherwise than for the purposes of reconstruction or amalgamation without insolvency on terms which have been approved by the Purchaser in writing) or for the appointment of any administrator, a receiver or an administrative receiver of the Vendor or of any or all of its revenues and assets; or
- 11.1.6. any financial obligation of the Vendor is not paid when due, any financial obligation of the Vendor becomes due and payable prior to its specified maturity or any creditor of the Vendor becomes entitled to declare any financial obligation of the Vendor due and payable prior to its specified maturity, other than in respect of any financial obligation which does not exceed £25,000; or

- 11.1.7. the Vendor is an individual or a partnership, the Vendor (or any of its partners, as appropriate) dies, is made or becomes bankrupt or has a trustee in bankruptcy appointed over it or the partnership is dissolved; or
- 11.1.8. the Vendor or the Parent is subject to a change in ownership or control from that existing at the date of this Master Agreement other than in accordance with clause 15(b) of the Facility Letter; or
- 11.1.9. any circumstances arise which give reasonable grounds in the opinion of the Purchaser for belief that the Vendor may not (or may be unable to) perform its obligations hereunder; or
- 11.1.10. there is, in the opinion of the Purchaser, a material adverse change in the financial position or business of the Vendor or the Parent; or
- 11.1.11. any of the directors of the Vendor become the subject of criminal proceedings in any jurisdiction whatsoever other than in respect of minor traffic or similar offences resulting in no more than a fine and / or a fixed point penalty; or
- 11.1.12. any of the directors of the Vendor become the subject of civil proceedings in relation to alleged fraud or misrepresentation in any jurisdiction whatsoever; or
- 11.1.13. the Vendor ceases or threatens to cease to carry on business or disposes of all or a substantial part of its business, or
- 11.1.14. the Vendor has a distress execution or other process levied on any of its assets with a value in excess of £25,000 which is not discharged within 14 days.
- 11.1.15. in Scotland (in addition to the other events specified in clause 11.1 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 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 by any landlord's hypothec.

11.2. At any time after the occurrence of a Termination Event, then:

- 11.2.1. notwithstanding anything contained in clause 5, the Purchaser may by written notice to the Vendor elect that the agency of the Vendor hereunder shall be terminated (and on the service of any such notice, such agency shall be terminated);
- 11.2.2. if the Purchaser by notice to the Vendor so requires, the Vendor shall (a) open and maintain with a bank approved by the Purchaser an account designated in such manner as the Purchaser may require; (b) pay all amounts received from Customers in respect of Purchased Receivables into such account without delay; and (c) not pay into such account any monies other than those received from Customers in respect of Purchased Receivables;
- 11.2.3. the Purchaser may appoint one or more persons to be a receiver or receivers of the whole or 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. 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.

- 11.2.4. the Purchaser may by written notice require the Vendor to repurchase all or part of the outstanding Purchased Receivables at such price as may be reasonably determined by the Purchaser whereupon the Vendor shall do so by payment of such price and all rights of the Purchaser to such Receivables shall revert in the Vendor and the obligations of the Purchaser in respect thereof shall thereafter cease.

12. PERFECTION

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

13. POWER OF ATTORNEY

- 13.1. The Vendor hereby irrevocably and by way of security appoints the Purchaser and separately any receiver appointed hereunder as the attorney of the Vendor:

- 13.1.1. to execute a legal assignment or transfer of any Purchased Receivable and/or the Goods in such form and at such time as the Purchaser in its absolute discretion deems appropriate;
- 13.1.2. to demand, sue for or receive and give effective discharge for all sums payable by any person in respect of any Purchased Receivable and/or the Goods;
- 13.1.3. 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 Liabilities;
- 13.1.4. otherwise to perform any act which the Vendor is obliged or could be required to do hereunder;
- 13.1.5. institute legal proceedings or otherwise; and
- 13.1.6. do all such further 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.

- 13.2. The Purchaser shall not make any request under clause 12 nor exercise the power of attorney granted in its favour under this clause 13 in respect of any Purchased Receivable and/or the Goods unless a Termination Event has occurred provided that, without prejudice to any rights of the Vendor in damages for breach of this sub-clause, any exercise of such power of attorney shall be valid in favour of third parties whether or not any Termination Event has occurred.

- 13.3. Any documents to be executed under this power of attorney may be executed by any officer of the Purchaser.

14. PAYMENTS

- 14.1. All payments made by the Vendor hereunder shall be made by payment in pounds sterling and in immediately available cleared funds, free and clear of and without deduction for or on account of any set-off or counterclaim or, except to the extent required by law, any tax or other matter, to the Purchaser at such bank account as is referred to in the Facility Letter (or in such other manner as the Purchaser may have specified for this purpose in the Facility Letter) by no later than 11.00 a.m. on the due date for each such payment.
- 14.2. Each amount stated as payable (or other consideration to be given) to the Purchaser hereunder is exclusive of VAT if any.
- 14.3. In the event of the failure by the Vendor to pay any sum due hereunder on the due date therefore, the Vendor shall, without prejudice to any other rights of the Purchaser hereunder, pay to the Purchaser from time to time on demand interest on such sum from the date of such failure to the date of actual payment (as well after as before judgment) at a rate of 5 per cent above Finance House Base Rate. Interest payable under this sub-clause shall accrue from day to day and shall be calculated on the basis of a 365 day year.

15. COSTS AND EXPENSES

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

16. MISCELLANEOUS

- 16.1. If the Vendor is more than one entity or a partnership, the obligations and liability of such parties shall be joint and several.
- 16.2. If any clause or part of a clause contained in this Master Agreement or the Block Discounting 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. References in this agreement to any statutory provision are to such provision as amended or re-enacted from time to time.
- 16.6. Notices under this Master Agreement and the Block Discounting Agreement must be in writing and may be delivered personally or sent by letter or e-mail. The address and e-mail address of the Vendor, the Parent and the Purchaser for any communication or document to be made or delivered under or in connection with the Block Discounting Agreement is:

16.6.1. in the case of the Vendor:

Address: the Vendor's registered address;

E-mail address: SWorrall@haydockfinance.co.uk;

16.6.2. in the case of the Parent:

Address: the Parent's registered address;

E-mail address: SWorrall@haydockfinance.co.uk; and

16.6.3. in the case of the Purchaser:

Address: the Purchaser's registered address;

E-mail address: IPPortfolio@BBBInv.co.uk,

or any substitute address or e-mail address as may be notified in writing to the Purchaser (or, if a change is made by the Purchaser, as the Purchaser may notify to the Vendor (on receipt of which, the Parent shall be deemed to have received the relevant notice itself)) by not less than 7 days' notice. 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 e-mail shall be deemed served upon actual receipt.

- 16.7. This Master Agreement and the Block Discounting Agreement are personal to each of the Vendor and the Parent and they shall not assign any of their rights, liabilities or obligations thereunder without the written consent of the Purchaser.
- 16.8. The Purchaser may assign or transfer any of its rights, obligations or interest in, under or to any BBB Document and/or the Purchased Receivables to any BBB Associate.
- 16.9. The Vendor agrees to use all reasonable endeavours to facilitate and to execute all such documents that the Purchaser may request and at the Purchaser's cost in order for the Purchaser to transfer its rights and obligations under the BBB Documents to a BBB Associate in full.
- 16.10. This Master 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 Master Agreement.
- 16.11. This Master Agreement and the Block Discounting Agreement shall 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 Master Agreement and/or the Block Discounting Agreement, will be determined in accordance with English Law.
- 16.12. Each party irrevocably submits to the exclusive jurisdiction of the English Courts in relation to all matters (including non-contractual matters) arising out of or in connection with this Master Agreement and/or the Block Discounting Agreement.

Executed as a deed and delivered the day and year first above written.

PURCHASER

Executed as a deed by:)
.....) (attorney's signature)
as attorney for and on behalf of)
British Business Bank Investments Ltd)
in the presence of

.....
Signature of witness

Name

Address

Executed as a deed by:)
.....) (attorney's signature)
as attorney for and on behalf of)
British Business Bank Investments Ltd)
in the presence of

.....
Signature of witness

Name

Address

VENDOR

Executed as a deed by
Haydock Finance Limited

acting by a director in the presence of

) Director

Signature of witness

Name STEVE WORRAU

Address c/o HAYDOCK FINANCE LIMITED

CHALLENGE HOUSE, CHALLENGE WAY

BLACKBURN, BB1 5QB

PARENT

Executed as a deed by

Haydock Finance Holdings Limited

acting by a director in the presence of

) Director

Signature of witness

Name

Steve Worran

Address

c/o Haydock Finance Limited

Challenge House, Challenge Way

Blackburn, BB1 5QB