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bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

143031/247
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

13

04918173

Name of company

* Bibby Factors Yorkshire Limited (the "Company")

Date of creation of the charge

8 October 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Composite Guarantee and Debenture (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Group Company to Barclays under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed) (the "Secured Obligations")

see Addendum 2/4

Names and addresses of the mortgagees or persons entitled to the charge

Barclays Bank PLC, Asset and Sales Finance ("Barclays"), Churchill Plaza, Churchill Way,
Basingstoke, Hampshire

Postcode RG21 7GP

Presenter's name address and
reference (if any)

Ash Jaswal
DLA Piper
3 Noble Street
London
EC2V 7EE

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



A04PC3ZH

A08

15/10/2008

198

COMPANIES HOUSE

See Addendum 4/4

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in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed

DLA P. [Signature] UK LLP

Date

10/10/08

On behalf of ~~XXXXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)*

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
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* Bibby Factors Yorkshire Limited (the "Company")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

"**Accession Deed**" means an accession deed substantially in the form set out in schedule 4 (*Form of Accession Deed*) of the Deed,

"**AIB**" means AIB Group (UK) plc, a company registered in Northern Ireland with company number NI018800,

"**AIB 1 NVDs**" means in respect of Bibby Ireland and Bibby Scotland, all and any Bibby Debts in relation to which a Debtor has been instructed to make payment to an AIB Account and which are purportedly assigned to Bibby Ireland or Bibby Scotland pursuant to a Bibby Agreement but which do not, for any reason vest absolutely and effectively in Bibby Ireland or Bibby Scotland, as the case may be, from time to time, together with the Related Rights to such Bibby Debts,

"**AIB 2 NVDs**" means in respect of Bibby Ireland and Bibby Scotland, all and any Bibby Debts in relation to which a Debtor has been instructed to make payment to an AIB Account and which are validly and effectively assigned to Bibby Ireland or Bibby Scotland pursuant to a Bibby Agreement and are purportedly assigned to Barclays by Bibby Ireland or Bibby Scotland, as the case may be, pursuant to the Back-to-Back Receivables Financing Agreement but which do not, for any reason vest absolutely and effectively in Barclays from time to time,

"**AIB Account**" means any of (i) the Irish Trust Accounts, (ii) the BS Trust Accounts, and (iii) any other bank account that Bibby Ireland or Bibby Scotland may hold with AIB or First Trust Bank in Ireland or Northern Ireland and which Barclays may agree to designate as a Trust Account,

"**AIB Debtor**" means a Debtor of Bibby Scotland which has been instructed to make payment to an AIB Account,

"**AIB Export Debts**" means all and any Bibby Debts in relation to which a Debtor has been instructed to make payment to an AIB Account and which (i) are payable by a Foreign Debtor and (ii) are validly and effectively assigned to Bibby Ireland or Bibby Scotland pursuant to a Bibby Agreement and purportedly onward assigned to Barclays pursuant to the Back-to-Back Receivables Financing Agreement, but which do not, for any reason, vest absolutely and effectively in Barclays from time to time,

"**AIB NVD Interest**" means all and any Security Interests that Bibby Ireland or Bibby Scotland may have in AIB 1 NVDs and their proceeds,

"**AIB NVD Trust Interest**" means, in relation to Bibby Ireland or Bibby Scotland, any interest which Bibby Ireland or Bibby Scotland may have in a trust of the proceeds of AIB 1 NVDs whether pursuant to the terms of a Bibby Agreement or otherwise,

"**Agency Agreement**" means, collectively, the Agency Agreement - Any Way Transfers and the Amended and Restated Agency Agreement,

"**Agency Debt**" means any Debt assigned to a Charging Company or member of the Group where the performance of the relevant Bibby Agreement is undertaken by another Charging Company or member of the Group acting as agent for and on behalf of such Charging Company or member of the Group in accordance with the terms of an Agency Agreement,

"**Amended and Restated Agency Agreement**" means the agency agreement entered into by certain of the Charging Companies dated 21 October 2004 (amending and restating an Agency Agreement entered into by certain of the Charging Companies dated 15 September 2004), a copy of which is set out at section 2 of the Bibby Ancillary Documents Manual,

"**Any Way Transfer Agreement**" or "**Agency Agreement - Any Way Transfers**" means the agency agreement entered into by certain of the Charging Companies dated 30 November 2004, a copy of which is set out at section 1 of the Bibby Ancillary Documents Manual,

"**Assigned Asset**" means the Security Assets expressed to be assigned pursuant to clause 5.2 of the Deed (as set out below at paragraph

Name of company

*insert full name
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* Bibby Factors Yorkshire Limited (the "Company")

2 2),

"Back-to-Back Receivables Financing Agreement" means the back-to-back receivables financing dated the same date as the Deed and made between (1) the Charging Companies and certain other members of the Group and (2) Barclays, pursuant to which Barclays agreed to make certain facilities available to the Charging Companies,

"Barclays Foreign Account" means a bank account held with Barclays Bank Plc (or a foreign registered branch of Barclays Bank Plc) outside the United Kingdom,

"Barclays Non-Vesting Debts" means in respect of a Charging Company all and any Bibby Debts validly and effectively assigned to that Charging Company pursuant to a Bibby Agreement and then purportedly assigned to Barclays by that Charging Company pursuant to the Back-to-Back Receivables Financing Agreement but which do not, for any reason vest absolutely and effectively in Barclays from time to time (save for the AIB 2 NVDs, and the Export Debts),

"BFS" means the Bibby Financial Services Limited, a company registered in England and Wales with the company number 03530461,

"BGF" means Bibby Group of Factors Limited, a company registered in England and Wales with the company number 03143108,

"BFI" means Bibby Factors International Limited, a company registered in England and Wales with the company number 04081220,

"BFI Barclays Debts" means all and any Bibby Debts payable by a Foreign Debtor and where payment in respect of such Bibby Debt is, or is required to be made, to a Barclays Foreign Account, and which are validly and effectively assigned to BFI pursuant to a Bibby Agreement and purportedly onward assigned to Barclays by BFI pursuant to the Back-to-Back Receivables Financing Agreement, but which do not, for any reason, vest absolutely and effectively in Barclays from time to time,

"BFI Foreign Debts" means all and any Bibby Debts payable by a Foreign Debtor and where payment in respect of such Bibby Debt is made, or is required to be made, to a Foreign Bank Account and which are validly and effectively assigned to BFI pursuant to a Bibby Agreement and purportedly onward assigned to Barclays pursuant to the Back-to-Back Receivables Financing Agreement, but which do not, for any reason, vest absolutely and effectively in Barclays from time to time,

"Bibby Agreement" means a factoring or invoice discounting agreement entered, or to be entered into, between a Charging Company and a Client, and **"Bibby Agreements"** shall be construed accordingly,

"Bibby Ancillary Documents Manual" means the bible containing copies of certain documents which are either used by or entered into between certain Subsidiaries of BFS, a copy of which was provided to Barclays on or around the Commencement Date for information purposes,

"Bibby Debts" has the same meaning given to Debts save that it shall not include the Related Rights thereto,

"Bibby Export Debts" means all and any Bibby Debts payable by a Foreign Debtor and which are validly and effectively assigned to a Charging Company (save for BFI) pursuant to a Bibby Agreement and purportedly onward assigned to Barclays pursuant to the Back-to-Back Receivables Financing Agreement, but which do not, for any reason, vest absolutely and effectively in Barclays, from time to time, save for AIB Export Debts and Lloyds Export Debts,

"Bibby Insurance Policies" means all and any insurance and assurance contracts and policies now or in the future held by or otherwise benefiting a Charging Company which relate to the Bibby Debts, the Related Rights thereto or the proceeds thereof,

"Bibby Ireland" means Bibby Financial Services (Ireland) Limited, a company registered in the Ireland with company number 419550,

"Bibby Non-Vesting Debts" means in respect of each Charging Company all and any Bibby Debts purportedly assigned to that Charging Company pursuant to a Bibby Agreement but which do not, for any reason vest absolutely and effectively in that Charging Company from time to time, together with the Related Rights to such Bibby Debts (save for the Lloyds 1 NVDs and the AIB 1 NVDs),

"Bibby NVD Interest" means all and any Security Interest that each Charging Company may have in Bibby Non-Vesting Debts (other than Lloyds 1 NVDs and AIB 1 NVDs) and their proceeds,

"Bibby Scotland" means Bibby Factors Scotland Limited a company registered in Scotland with company number SC199049 whose registered office is at 1st Floor, Unit 2, Block B, Kittle Yards, Causewayside, Edinburgh EH9 1PJ,

Name of company

*insert full name
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* Bibby Factors Yorkshire Limited (the "Company")

"Bibby Security" means all and any Security Interests granted by a Client to a Charging Company at any time (whether before or after the date of the Deed),

"BS Trust Account" means any of those bank accounts listed in schedule 5 (*Trust Accounts held by Bibby Scotland with First Trust Bank in Northern Ireland*) and any other bank account that Barclays may agree to designate a "BS Trust Account" after the Commencement Date

"Charged Investments" means the Charged Securities and all present and future Securities Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

- (a) the Original Securities, and
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or *"investments"* (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by a Charging Company or in which such Charging Company has an interest at any time, save that this paragraph (b) of the definition of "Charged Securities" shall not apply in respect of any shares held by BFS or BGF in any company other than a Charging Company,

"Charging Companies" means the Original Charging Companies listed at schedule 1 and any other company which accedes to the Deed pursuant to an Accession Deed,

"Client" means those persons (other than a Charging Company) who at the Commencement Date are party to a Bibby Agreement, and those persons (other than a Charging Company) who shall become party to a Bibby Agreement during the currency of the Deed,

"Commencement Date" means the date of the first utilisation under the Back-to-Back Receivables Financing Agreement,

"Contract of Sale" means a contract between a Debtor and a Client for the supply of goods, or provision of services, or work done, or materials supplied, or hiring, under which a Debt arises,

"Debts" means any debt or other obligation of a Debtor under a Contract of Sale (including any tax or duty payable), present, future or contingent, and a Debt, where the context permits, shall include a part of a Debt, including for the avoidance of doubt Agency Debts and excluding

- (a) Non-Notifiable Debts,
- (b) for the avoidance of doubt any debts or other obligations owed in connection with hire purchase/leasing facilities provided by Bibby Asset Finance Limited and/or Bibby Trade Services Limited and/or Bibby Leasing Limited, and
- (c) for the duration of the Supplemental Agreement only, the Excluded Debts

"Debtor" means any debtor of a Client under a Contract of Sale (whether a company, partnership, sole trader, other legal entity or unincorporated body) obliged, but for the effect of the Bibby Agreement and this Deed, to pay such Client the proceeds of any Debt and, where the context so permits, a prospective Debtor,

"Excluded Debt" shall have the meaning ascribed to it in the Supplemental Agreement,

"Export Debts" means the AIB Export Debts, the Lloyds Export Debts and the Bibby Export Debts,

"Finance Document" has the meaning given to it in the Back-to-Back Receivables Financing Agreement,

"First Trust Bank" means the trading division of AIB with that name,

"Foreign Bank Account" means a bank account held with a bank other than Barclays Bank Plc (or a foreign registered branch of Barclays Bank Plc) outside the United Kingdom,

Name of company

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"Foreign Debtor" means a Debtor which is resident outside of the United Kingdom or has its centre of main interest for the purpose of Council Regulations (EC) No 1346/2000 of 29 May 2000 outside the UK,

"Group" means BGF and all Subsidiaries for the time being and **"member of the Group"** shall be construed accordingly,

"Group Company" means any company in the Group,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Charging Company or in which a Charging Company from time to time has an interest save for the Bibby Insurance Policies,

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the foregoing,

"Irish Trust Account" means any of those bank accounts listed in schedule 3 (*Irish and Northern Irish Trust Accounts held with AIB*) and any other bank account that Barclays may agree to designate an "Irish Trust Account" after the Commencement Date,

"Level 1 Collection Account" means a Trust Account to which Debtors make payment,

"Level 2 Collection Account" means a Trust Account to which all monies standing to the credit of Level 1 Collection Accounts are swept,

"Level 3 Collection Account" means the three Barclays accounts, one denominated in each Approved Currency, to which all monies standing to the credit of Level 2 Collection Accounts are swept,

"Lloyds 1 NVDs" means in respect of each Lloyds Obligor all and any Bibby Debts in relation to which a Debtor has been instructed to make payment to a Lloyds Trust Account and which are purportedly assigned to that Lloyds Obligor pursuant to a Bibby Agreement but which do not, for any reason vest absolutely and effectively in that Lloyds Obligor from time to time, together with the Related Rights to such Bibby Debts,

"Lloyds 2 NVDs" means in respect of each Lloyds Obligor all and any Bibby Debts in relation to which a Debtor has been instructed to make payment to a Lloyds Trust Account and which (i) are validly and effectively assigned to that Lloyds Obligor pursuant to a Bibby Agreement and (ii) are purportedly assigned to Barclays by that Lloyds Obligor pursuant to the Back-to-Back Receivables Financing Agreement but which do not, for any reason vest absolutely and effectively in Barclays from time to time, together with the Related Rights to such Bibby Debts,

"Lloyds Trust Account" means any of those bank accounts listed in schedule 4 (*Lloyds Trust Accounts*) and any other bank account that Barclays may agree to designate a "Lloyds Trust Account" after the Commencement Date,

"Lloyds Export Debts" means all and any Bibby Debts in relation to which a Debtor has been instructed to make payment to a Lloyds Trust Account and which (i) are payable by a Foreign Debtor and (ii) are validly and effectively assigned to a Lloyds Obligor pursuant to a Bibby Agreement and purportedly onward assigned to Barclays pursuant to the Back-to-Back Receivables Financing Agreement, but which do not, for any reason, vest absolutely and effectively in Barclays, from time to time,

"Lloyds NVD Interest" means all and any Security Interest that each Lloyds Obligor may have in Lloyds 1 NVDs and their proceeds,

"Lloyds NVD Trust Interest" means, in relation to each Lloyds Obligor, any interest which that Lloyds Obligor may have in a trust of the proceeds of Lloyds 1 NVDs whether pursuant to the terms of a Bibby Agreement or otherwise,

"Lloyds Obligor" means each of Bibby Factors Bristol Limited (registered number 3171249), Bibby Factors Slough Limited (registered number 2617760) and Bibby Invoice Discounting Limited (registered number 4105467),

"Non-Notifiable Debt" means a Debt belonging to Barclays under the Back-to-Back Receivables Financing Agreement, which should not be Notified to Barclays until Barclays so requests,

"Non-Vesting Debts" means BFI Barclays Debts, BFI Foreign Debts, Barclays Non-Vesting Debts, Bibby Non-Vesting Debts, Bibby

Name of company

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* Bibby Factors Yorkshire Limited (the "Company")

NVD Interest, AIB NVD Interest, Lloyds NVD Interest, Lloyds 1 NVDs, AIB 1 NVDs, Lloyds 2 NVDs, AIB 2 NVDs and Export Debts

"Notified" means in relation to a Debt, the inclusion of that Debt within the consolidated information contained within an All Companies Summary and "Notify" shall be construed accordingly,

"Original Agency Agreement" means the agreement defined as the "Amended and Restated Agency Agreement",

"Original Securities" means the Charged Securities listed in schedule 2 (*Charged Securities*),

"Party" means a party to the Deed,

"Permitted Security Interest" means

- (a) any Security Interest created under a Finance Document, and
- (b) any other Security Interest permitted by the Back-to-Back Receivables Financing Agreement, and
- (c) any other Security Interest consented to by Barclays in writing,

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to a Charging Company, or in which any Charging Company has an interest at any time, together with

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,
- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof,

"Receivables" means, save for the Non-Vesting Debts (and Related Rights thereto), all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with

- (a) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by Barclays under the Deed,

"Related Rights" means in relation to a Debt, any of the following

- (a) all a Client's rights at law as an unpaid vendor under a Contract of Sale (without any obligation on Barclays to complete a Contract of Sale),
- (b) the benefit of all insurances,
- (c) all negotiable and non-negotiable instruments, all securities, bonds, guarantees, and indemnities,
- (d) all a Client's rights to any ledger, computer or electronic data or materials or documents recording or evidencing a Debt, and
- (e) all Returned Goods

"Returned Goods" means any Goods relating to or purporting to comply with a Contract of Sale which any Debtor for any reason rejects or gives notice of rejection, or returns or attempts to or wishes to return to a Client, or which the Client, a Charging Company, or Barclays recovers from a Debtor,

Name of company

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"Securities Rights" means, in relation to any Charged Security

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition,
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

"Security" means the Security Interests created by or pursuant to the Deed,**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed,**"Security Interest"** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, trust arrangement for the purposes of providing security, assignment by way of security, tracing or other equitable right, or any other security interest of any kind or conferring any obligation of any person or any other guarantee, indemnity, warranty, agreement or arrangement having the effect of conferring security,**"Security Period"** means the period beginning on the date of the Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) Barclays has no further commitment, obligation or liability under or pursuant to the Finance Documents,

"Security Trust Deed" means the security trust deed dated 11 June 2004 entered into between, inter alia, the Charging Companies and the Group Companies, a copy of which is set out at section 4 of the Bibby Ancillary Documents Manual,**"Subsidiary"** means, in relation to a person, an entity of which that person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership and **"control"** for this purpose means the power to direct management and the policies of an entity whether through ownership of voting capital, by contract or otherwise,**"Supplemental Agreement"** means the supplemental agreement made between Barclays, BFS and Bibby Invoice Discounting Limited dated on or about 15 November 2007,**"Trust Account"** means any bank account in the Company's name which is designated in trust for Barclays or an account in the name of Barclays, and to which, in each case, the Company has no right, title, interest in or to any balance standing from time to time to the credit thereof (see attached schedule 6 (*Barclays Trust Accounts*)),**"Trust Interest"** means, in relation to each Charging Company, any interest which that Charging Company may have in a trust of the proceeds of Bibby Debts and the Related Rights thereto whether pursuant to the terms of a Bibby Agreement or otherwise, except Lloyds NVD Trust Interests and AIB NVD Trust Interests, which shall be excluded from this definition, and**"Trustee Security"** means all and any Security Interests granted by a Client to BFS as security trustee for, inter alia, all or any of the Charging Companies at any time (whether before or after the date of the Deed)

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Name of company

*insert full name
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* Bibby Factors Yorkshire Limited (the "Company")

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

1. GRANT OF SECURITY

1.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to the Deed were created or made

- (a) in favour of Barclays,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

2. FIXED SECURITY

2.1 Fixed charges

The Company charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest

- (a) by way of first legal mortgage all Property (if any) at the date of the Deed vested in, or charged to, the Company,
- (b) by way of first fixed charge
 - (i) all other Property and all interests in Property (not charged by clause 5 1(a)) of the Deed as set out at paragraph 2 1(a) above),
 - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and
 - (iii) the proceeds of sale of all Property,
- (c) by way of first fixed charge all plant and machinery not charged by clauses 5 1(a) or 5 1(b) of the Deed (as set out at paragraphs 2 1(a) and 2 1(b) above) and the benefit of all contracts, licences and warranties relating to the same,
- (d) by way of first fixed charge
 - (i) all computers, vehicles, office equipment and other equipment not charged by clause 5 1(c) of the Deed (as set out at paragraph 2 1(c) above), and
 - (ii) the benefit of all contracts, licences and warranties relating to the same,
- (e) by way of first fixed charge the Original Securities,
- (f) by way of first fixed charge all other Charged Securities not charged by clause 5 1(e) of the Deed (as set out at paragraph 2 1(e) above),

Name of company

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- (g) by way of first fixed charge all Securities Rights from time to time accruing to the Original Securities,
- (h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities referred to in clause 5 1(f) of the Deed (as set out at paragraph 2 1(f) above),
- (i) by way of first fixed charge all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,
- (j) the proceeds of any Bibby Non-Vesting Debts that the Company may receive such that the proceeds of Bibby Non-Vesting Debts paid to each Level 1 Collection Account are subject to a separate fixed charge,
- (k) the proceeds of any AIB 1 NVDs that the Company may receive such that the proceeds of AIB 1 NVDs paid to each AIB Account are subject to a separate fixed charge,
- (l) the proceeds of any Lloyds 1 NVDs that the Company may receive such that the proceeds of Lloyds 1 NVDs paid to each Lloyds Trust Account are subject to a separate fixed charge,
- (m) all Barclays Non-Vesting Debts and their proceeds now or in the future owing to the Company such that the Barclays Non-Vesting Debts paid to each Level 1 Collection Account are subject to a separate fixed charge,
- (n) all Related Rights relating to any Barclays Non-Vesting Debts such that the Related Rights to Barclays Non-Vesting Debts paid to each Level 1 Collection Account are subject to a separate fixed charge,
- (o) all AIB 2 NVDs and their proceeds now or in the future owing to the Company such that the AIB 2 NVDs paid to each AIB Account are subject to a separate fixed charge,
- (p) all Related Rights relating to any AIB 2 NVDs such that the Related Rights to AIB 2 NVDs paid to each AIB Account are subject to a separate fixed charge,
- (q) all Lloyds 2 NVDs and their proceeds now or in the future owing to the Company such that the Lloyds 2 NVDs paid to each Lloyds Trust Account are subject to a separate fixed charge,
- (r) all Related Rights relating to any Lloyds 2 NVDs such that the Related Rights to Lloyds 2 NVDs paid to each Lloyds Trust Account are subject to a separate fixed charge,
- (s) any Bibby NVD Interest and the proceeds of that interest arising from Bibby Security such that the Bibby NVD Interests referable to each Client are subject to a separate fixed charge,
- (t) any Bibby NVD Interest and the proceeds of that interest arising from Trustee Security such that the Bibby NVD Interests referable to each Client are subject to a separate fixed charge,
- (u) any AIB NVD Interest and the proceeds of that interest whether arising from Bibby Security or Trustee Security, such that the AIB NVD Interests referable to each Client are subject to a separate fixed charge,
- (v) any Lloyds NVD Interest and the proceeds of that interest whether arising from Bibby Security or Trustee Security, such that the Lloyds NVD Interests referable to each Client are subject to a separate fixed charge,
- (w) any beneficial interest of the Company in the Original Agency Agreement (whether the Company is acting as an agent or a principal, or both, thereunder),
- (x) any beneficial interest of the Company in the Any Way Transfer Agreement (whether the Company is acting as an agent or a principal, or both, thereunder),

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of Company

* Bibby Factors Yorkshire Limited (the "Company")

- (y) any rights, title, benefit or interest in or related to the Bibby Debts or the Related Rights thereto which the Company may derive as a party to the Original Agency Agreement (whether the Company is acting as principal or agent, or both, thereunder) which is not effectively assigned to Barclays under the Back-to-Back Receivables Financing Agreement or otherwise effectively charged by clause 5 1(w) of the Deed (as set out at paragraph 2 1(w) above),
- (z) any rights, title, benefit or interest in or related to the Bibby Debts or the Related Rights thereto which the Company may derive as a party to the Any Way Transfer Agreement (whether the Company is acting as principal or agent thereto) which is not effectively assigned to Barclays under the Back-to-Back Receivables Financing Agreement or otherwise effectively charged by clause 5 1(x) of the Deed (as set out at paragraph 2 1(x) above),
- (aa) the benefit of any Trust Interest which the Company may have, from time to time,
- (bb) the benefit of any AIB NVD Trust Interest which the Company may have, from time to time,
- (cc) the benefit of any Lloyds NVD Trust Interest which the Company may have, from time to time,
- (dd) the benefit of the Bibby Insurance Policies (save for all or any part of such policies which are for the benefit of Bibby Ireland or the Lloyds Obligors, or for the benefit of the Company to the extent that such benefit relates to an AIB Debtor), insofar as Barclays are unable to recover the benefit of such Bibby Insurance Policies pursuant to any trust of such benefit whether arising under the Back-to-Back Receivables Financing Agreement or otherwise,
- (ee) the benefit of all or any part of the Bibby Insurance Policies which are for the benefit of the Company, insofar as Barclays are unable to recover the benefit of such Bibby Insurance Policies pursuant to any trust of such benefit whether arising under the Back-to-Back Receivables Financing Agreement or otherwise,
- (ff) the benefit of all or any part of the Bibby Insurance Policies which are for the benefit of any Lloyds Obligor, insofar as Barclays are unable to recover the benefit of such Bibby Insurance Policies pursuant to any trust of such benefit whether arising under the Back-to-Back Receivables Financing Agreement or otherwise,
- (gg) the benefit of all or any part of the Bibby Insurance Policies which are for the benefit of the Company, to the extent that such benefit relates to an AIB Debtor, insofar as Barclays are unable to recover the benefit of such Bibby Insurance Policies pursuant to any trust of such benefit whether arising under the Back-to-Back Receivables Financing Agreement or otherwise,
- (hh) BFS' own interest in the Security Trust Deed and/or the Trustee Security insofar as the Security Trust Deed and/or any Trustee Security relate to the Company,
- (ii) all BFI Foreign Debts and their proceeds now or in the future owing to BFI such that the BFI Foreign Debts payable to each BFI Collection Account are subject to a separate fixed charge,
- (jj) all Related Rights relating to any BFI Foreign Debts such that the Related Rights to BFI Foreign Debts paid to each BFI Collection Account are subject to a separate fixed charge,
- (kk) all BFI Barclays Debts and their proceeds now or in the future owing to BFI such that the BFI Barclays Debts payable to each BFI Collection Account are subject to a separate fixed charge,
- (ll) all Related Rights relating to any BFI Barclays Debts such that the Related Rights to BFI Barclays Debts paid to each BFI Collection Account are subject to a separate fixed charge,
- (mm) all Bibby Export Debts and their proceeds now or in the future owing to any Company such that the Bibby Export Debts paid to each Level 1 Collection Account are subject to a separate fixed charge,
- (nn) all Related Rights relating to any Bibby Export Debts such that the Related Rights to Bibby Export Debts paid to Level

Name of company

*insert full name
of Company

* Bibby Factors Yorkshire Limited (the "Company")

1 Collection Account are subject to a separate fixed charge,

- (oo) all AIB Export Debts and their proceeds now or in the future owing to any Company such that the AIB Export Debts paid to each AIB Account are subject to a separate fixed charge,
- (pp) all Related Rights relating to any AIB Export Debts such that the Related Rights to AIB Export Debts paid to each AIB Account are subject to a separate fixed charge,
- (qq) all Lloyds Export Debts and their proceeds now or in the future owing to any Charging Company such that the Lloyds Export Debts paid to each Lloyds Trust Account are subject to a separate fixed charge,
- (rr) all Related Rights relating to any Lloyds Export Debts such that the Related Rights to Lloyds Export Debts paid to each Lloyds Trust Account are subject to a separate fixed charge,
- (ss) the proceeds of any Non-Vesting Debts and the Related Rights thereto standing to the credit of a Level 2 Collection Account such that each Level 2 Collection Account is subject to a separate fixed charge,
- (tt) the proceeds of any Non-Vesting Debts and the Related Rights thereto standing to the credit of a Level 3 Collection Account such that each Level 3 Collection Account is subject to a separate fixed charge,
- (uu) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security in respect of any Security Asset itself subject to a charge in Barclays' favour,
- (vv) all rights of indemnity, whether express or implied, which the Company may have by reason of the Company being a donee or acting as an attorney for another Company under any power of attorney,
- (ww) by way of first fixed charge the Intellectual Property,
- (xx) to the extent that any Assigned Asset is not effectively assigned under clause 5 2 (*Security assignments*) of the Deed (as set out at paragraph 2 2 below), by way of first fixed charge, such Assigned Asset,
- (yy) by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)
 - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and
 - (ii) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it,
- (zz) by way of first fixed charge all of the goodwill and uncalled capital of the Company, and
- (aaa) all amounts realised by an administrator or liquidator of the Company upon enforcement or execution of any order of the Court under Part VI of the Insolvency Act 1986

2.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to

- (a) each Bibby Insurance Policy, all claims under the Bibby Insurance Policies and all proceeds of the Bibby Insurance Policies,
- (b) the Insurances, all claims under the Insurances and all proceeds of the Insurances, in case only to the extent that and in

Name of company

*insert full name
of Company

* Bibby Factors Yorkshire Limited (the "Company")

so far as they relate to the Company, and

- (c) all other Receivables (not assigned under clause 5 2(a) or 5 2(b) of the Deed (as set out at paragraphs 2 2(a) and 2 2(b) above)

To the extent that any Assigned Asset described in clause 5 2(a) or 5 2(b) of the Deed was not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Bibby Insurance Policy or Insurance (as applicable)

3. FLOATING CHARGE

3.1 Floating charge

The Company charged and agreed to charge by way of first floating charge all of its present and future

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (*Fixed charges*), clause 5 2 (*Security assignments*) (as set out at paragraphs 2 1 and 2 2 above) or any other provision of the Deed, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

Barclays may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice

4.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Company

4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

- (a) in relation to any Security Asset which is subject to a floating charge if
- (i) the Company creates (or attempts or purports to create) any Security Interest, other than a Permitted Security Interest, on or over the relevant Security Asset without the prior written consent of Barclays, or
- (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and
- (b) over all Security Assets of the Company which are subject to a floating charge if an administrator is appointed in respect of the Company or Barclays receives notice of intention to appoint such an administrator

4.4 Partial conversion

The giving of a notice by Barclays pursuant to clause 7 1 (*Conversion by notice*) of the Deed in relation to any class of assets of

Name of company

*insert full name
of Company

* Bibby Factors Yorkshire Limited (the "Company")

the Company shall not be construed as a waiver or abandonment of the rights of Barclays to serve similar notices in respect of any other class of assets or of any other right of Barclays

5. CONTINUING SECURITY

5.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which Barclays may at any time hold for any Secured Obligation.

5.3 Right to enforce

The Deed may be enforced against the Company without Barclays first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

6. UNDERTAKINGS BY THE COMPANY

6.1 Restrictions on dealing

- (a) The Company shall not do or agree to do any of the following without the prior written consent of Barclays:
- (i) create or permit to arise or subsist any Security Interest on any Security Asset save for a Permitted Security Interest, or
 - (ii) sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

6.2 Security Assets generally

The Company shall

- (i) not, except with the prior written consent of Barclays, enter into any onerous or restrictive obligation affecting any Security Asset,
- (ii) not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

6.3 Property matters

- (a) The Company agreed that it will not, without Barclays' prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any Property, or (unless obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.

Name of company

*insert full name
of Company

* Bibby Factors Yorkshire Limited (the "Company")

- (b) The Company agreed that it will not part with possession (otherwise than on the determination of any lease, tenancy or licence granted to the Company) of any Property or share the occupation of it with any other person, or agree to do so, without Barclays' prior written consent, save that the Company may take any action which would otherwise be restricted by clause 12 3(e) of the Deed (as set out in this paragraph 6 3(b)) so long as the beneficiary of such action is one of the Charging Companies

6.4 Dealings with and realisation of Receivables

The Company agreed that it will not, without Barclays' prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any person other than Barclays nor purport to do so

7. UNDERTAKINGS RELATING TO CHARGED INVESTMENTS

7.1 Negative pledge and disposals

- (a) The Company covenanted that it will not without the prior written consent of Barclays
- (i) sell, transfer, lease, lend or otherwise dispose of or part with (whether by a single transaction or a number of transactions and whether related or not) the Original Securities (or any of their Securities Rights or any part thereof) or attempt or agree so to do,
- (ii) take or permit the taking of any action which may result in the rights attaching to the Original Securities being altered
- (b) The Company undertook that it will not allot or issue any further shares or any securities convertible into, or accompanied by subscription rights for, shares, other than additional ordinary shares issued to it ranking pari passu with the Original Securities in respect of which clause 13 2(c) of the Deed has been complied with
- (c) The Company shall not nominate another person to enjoy or exercise all or any specified rights of the Company in relation to its Charged Investments, as contemplated by section 145 of the Companies Act 2006 or otherwise

7.2 Memorandum and articles of association

The Company undertook not to make

- (a) any alteration to its memorandum and articles of association which would in any way affect the rights attaching to the Original Securities, or
- (b) any other material modification or variation to its memorandum and articles of association

7.3 Bibby NVD Interests, Bibby Debts, Other Debts and the Bibby Insurance Policies

- (a) The Company undertook that it will not amend, vary, substitute, replace, assign, transfer or novate neither the Original Agency Agreement nor the Any Way Transfer Agreement without the prior written agreement of Barclays
- (b) The Company agreed that it will only deal with the Non-Vesting Debts and the proceeds thereof and any Related Rights thereto as if they had been assigned to Barclays under the Back-to-Back Receivables Financing Agreement and in particular will not bank or deal with any payments in respect of such debts except in accordance with the provision of the Back-to-Back Receivables Financing Agreement

7.4 Security Trust Deed

Name of company

*insert full name
of Company

* Bibby Factors Yorkshire Limited (the "Company")

The Company agreed that it will not make any material amendments or variations to the terms of the Security Trust Deed without the prior written consent of Barclays

8. FURTHER ASSURANCES**8.1 Further action**

The Company shall, at its own expense, promptly take whatever action Barclays or a Receiver may require for

- (a) creating, perfecting or protecting the Security Interests intended to be created by the Deed, and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by Barclays or any Receiver or any of its or his delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to Barclays or to its nominees, the giving of any notice, order or direction and the making of any registration which in any such case Barclays may think expedient

8.2 Specific security

Without prejudice to the generality of clause 23 1 (*Further action*) of the Deed (as set out at paragraph 8 1 above), the Company shall forthwith at the request of Barclays execute a legal mortgage, charge, assignment, assignation or other security over any Security Asset which is subject to or intended to be subject to any fixed security created by the Deed in favour of Barclays (including any arising or intended to arise pursuant to clause 7 (*Conversion of floating charge*) of the Deed (as set out at paragraph 4 above)) in such form as Barclays may require

9. POWER OF ATTORNEY

The Company, by way of security, irrevocably and severally appointed Barclays, each Receiver and any of its or his delegates or sub-delegates to be its attorney to take any action which the Company is obliged to take under the Deed, including under clause 23 (*Further assurances*) (as set out at paragraph 8 above) The Company ratified and confirmed whatever any attorney does or purports to do pursuant to its appointment under this clause

SCHEDULE 1**Original Charging Companies**

Name of Charging Company	Company Number	Registered Address
Bibby Financial Services Limited	03530461	105 Duke Street, Liverpool L1 5JQ
Bibby Group of Factors Limited	03143108	105 Duke Street, Liverpool L1 5JQ
Bibby Factors International Limited	04081220	105 Duke Street, Liverpool L1 5JQ
Bibby Invoice Discounting Limited	04105467	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Bedford Limited	04290368	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Bristol Limited	03171249	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Leicester Limited	02989348	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Borehamwood Limited	00388715	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Manchester Limited	04296744	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Northeast Limited	03653980	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Northwest Limited	00557149	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Scotland Limited	a company registered in Scotland with the company number SC199049	1st Floor, Unit 2, Block B, Kittle Yards, Causewayside, Edinburgh EH9 1PJ
Bibby Factors Slough Limited	02617760	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Sussex Limited	03847904	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Wessex Limited	04918703	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Limited	00584342	105 Duke Street, Liverpool L1 5JQ
Bibby Factors Yorkshire Limited	04918173	105 Duke Street, Liverpool L1 5JQ
Bibby Trade Factors Limited	05303859	105 Duke Street, Liverpool L1 5JQ
Bibby Financial Services (Ireland) Limited	a company registered in Ireland with company number 419550	Third Floor, Heather House, Heather Road, Sandyford, Dublin 18

SCHEDULE 2

Charged Securities

Charging Company	Name of company in which shares are held	Class of shares held	Company Number	Number of ordinary shares	Issued share capital
BFS	Bibby Group of Factors Limited	Ordinary	03143108	21,590,292	21,590,292
BGF	Bibby Factors International Limited	Ordinary	04081220	350,000	350,000
BGF	Bibby Invoice Discounting Limited	Ordinary	04105467	1,250,000	1,250,000
BGF	Bibby Factors Bedford Limited	Ordinary	04290368	350,000	350,000
BGF	Bibby Factors Bristol Limited	Ordinary	03171249	350,000	350,000
BGF	Bibby Factors Leicester Limited	Ordinary	02989348	350,000	350,000
BGF	Bibby Factors Borehamwood Limited	Ordinary	00388715	1 000,000	1 000,000
BGF	Bibby Factors Manchester Limited	Ordinary	04296744	350,000	350,000
BGF	Bibby Factors Northeast Limited	Ordinary	03653980	350,000	350,000
BGF	Bibby Factors Northwest Limited	Ordinary	00557149	1,433,000	1,433,000
BGF	Bibby Factors Scotland Limited	Ordinary	SC199049	350,000	350,000
BGF	Bibby Factors Slough Limited	Ordinary	02617760	350,000	350,000
BGF	Bibby Factors Sussex Limited	Ordinary	03847904	350,000	350,000
BGF	Bibby Factors Wessex Limited	Ordinary	04918703	1,250,000	1,250,000
BGF	Bibby Factors Limited	Ordinary	00584342	350,000	350,000
BGF	Bibby Factors Yorkshire Limited	Ordinary	04918173	1,750,000	1,750,000
BGF	Bibby Trade Factors Limited	Ordinary	05303859	350,000	350,000
BGF	Bibby Financial Services (Ireland) Limited	Ordinary	419550	100	100

Schedule 3

Irish and Northern Irish Trust Accounts held with AIB

Account number 30425024 (Euro account)

Sort code: 93-24-50

Account number 27777190 (US Dollar)

Sort code: 93-00-67

Account name BIBBY "INDCHEMLTD"

Account number 30425107

Sort code 93-24-50

Account name BIBBY "FREIGHT"

Account number 30425370

Sort code 93-24-50

Account name BIBBY "GOLDFORCE"

Account number 30425453

Sort code 93-24-50

Account name FD LIMITED

Account number 30425537

Sort code 93-24-50

Account name GLEN LIMITED

Account number. 30425610

Sort code 93-24-50

Account name ASH

Account number 30425883

Sort code 93-24-50

Account name AIB SANDYFORD

Account number 29972025

Sort code 93-35-70

Account name GANT

Account number 30425966

Sort code 93-24-50

Account name ALL CARE

Account number 29972884

Sort code 93-35-70

Schedule 4

Trust Accounts held by Lloyds Obligors with Lloyds TSB Bank PLC

Bibby Invoice Discounting Limited

Account name	GRAND PRIX ELECTRONICS
Account number	00240457
Sort code	30-00-02

Account name	LLOYDS SWEEP ACCOUNT
Account number.	00574347
Sort code	30-00-02

Account name:	TELLBROOK HOLDINGS
Account number	00730799
Sort code	30-00-02

Account name	TELLBROOK HOLDINGS
Account number	00838884
Sort code	30-00-02

Account name	FRONTLINE PERSONNEL LTD
Account number	00771258
Sort code	30-00-02

Account name	PWA SERVICES
Account number	00779550
Sort code	30-00-02

Account name SCRAMBLE SOUND

Account number 00877927

Sort code 30-00-02

Account name FARADAY TECH LTD

Account number 01259321

Sort code 30-00-02

Account name BAL BROADCAST

Account number 01416389

Sort code 30-00-02

Account name ATLANTIC PRECISION ENGINEERING

Account number 01442185

Sort code 30-00-02

Account name OPERATIONAL RESOURCES LTD

Account number 01994412

Sort code 30-00-02

Bibby Factors Bristol Limited

Account name LLOYDS 00994311-6177

Account number 00894311

Sort code 30-02-02

Account name BLUE MOUNTAIN RANGE

Account number 01814155

Sort code 30-00-02

Account name CARABUS LIMITED

Account number 01890595

Sort code 30-00-02

Account name ELLIS ELECTRICAL

Account number 00840226

Sort code 30-00-02

Account name GREAVES MANAGEMENT

Account number 01482233

Sort code 30-00-02

Account name HYGENIC FINISHES

Account number 01787255

Sort code 30-00-02

Account name M S D DARLINGTON

Account number 01427941

Sort code 30-00-02

Account name PARKFIELD ELECTRO PLATE
Account number 01388857
Sort code 30-00-02

Account name: POWERDRIVE
Account number 00450028
Sort code 30-00-02

Account name QUALIFIED CANCER CARE
Account number 01077916
Sort code 30-00-02

Account name RESTORED MACHINE
Account number 01338981
Sort code 30-00-02

Account name STANLEY PARR
Account number 01336067
Sort code 30-00-02

Bibby Factors Slough Limited

Account name SLOUGH - LLOYDS NO 3 ACCOUNTS (GBP)

Account number: 00295502

Sort code 30-00-02

Schedule 5

Trust Accounts held by Bibby Scotland with First Trust Bank in Northern Ireland

Account name MAIN ACCOUNT

Account number 03948062

Sort code 93-83-00

Account name CHAINCARE LIFTING

Account number 03948146

Sort code 93-83-00

Account name CHAINCARE LIFTING

Account number 62047068

Sort code 93-89-98

Sort Code	Account No.	Account Name
20-51-01	90484083	Summit Media LTD
20-51-01	80581062	Clear Resourcing
20-51-01	90908487	Orbital Maintenance Services LTD
20-51-01	80484598	Carters International LTD
20-51-01	90077267	J Stirling t/a Driveline
20-51-01	10253774	MC2 Management Consulting Ltd
20-51-01	00205990	Tasque Consultancy Limited
20-51-01	80441333	Manchester Road Surfacing
20-51-01	50987034	FTA Repairs Limited
20-51-01	70329738	Real World Group Limited
20-54-78	44769100	Summit Media LTD
20-51-01	60548073	CFT Services ~ Bibby Fac York Ltd
20-51-01	90526347	Eurofreight ~ Bibby Fac York Ltd
20-51-01	90784052	Real Store Development Sharehold
20-51-01	40228796	JPS Energy Ltd
20-51-01	60247189	Douglas Communications Ltd
20-51-01	20338052	V Garcia & Sons
20-54-78	65157111	Real World
20-51-01	70006815	T Clarkson Plant Hire
20-51-01	00464597	Edwards Of Leeds Limited
20-51-01	60984302	M & M Rail
20-51-01	70441848	Wilbest Engineering
20-51-01	10339482	Winning Tour
20-51-01	10459801	Viva Catering Limited
20-51-01	40104310	Hyde Park Corner
20-51-01	50712655	New Vision Associates Ltd
20-51-01	80781266	Heating Efficiency
20-51-01	40629456	ResQ (UK) Ltd
20-51-01	50222135	Fluid Solutions
20-51-01	80915963	Wand International Ltd

Sort Code	Account No.	Account Name
20-51-01	00442429	Cre8ive Press
20-51-01	00063738	Britannia 2000
20-51-01	70752541	GS Auction
20-51-01	00206741	Joggat
20-51-01	20256668	JPS Insulation (North East) Ltd
20-51-01	20516244	Bright Spark Precision Engineering Ltd
20-51-01	63987914	Case 'N' Clean Ltd
20-51-01	93299546	Implemental Ltd
20-51-01	13066207	S.W S Ltd
20-51-01	13247708	ADJ Fabrications Ltd
20-51-01	73534839	Salt Signs Ltd
20-51-01	60553735	Amaz Drinks
20-51-01	73458997	Parcel Partners
20-51-01	53284298	Focus Corp
20-51-01	40136247	Mere Engineering
20-51-01	23130290	PPP Leeds
20-51-01	23808440	Inside 2 Out
20-51-01	03432971	Applegarth Communications Limited
20-51-01	53340074	M Davenport t/a Intellibis
20 51-01	73777057	Jupiter Sales & Trading Ltd t/a Recco
20-51-01	13355535	Apple International Ltd (Sandco)

Bibby Factors Yorkshire Limited

Account name. Bib F Yorks Re

Account number 85108844

Sort code 20-54-78

Account name Bibby York

Account number 90484083

Sort code: 20-51-01



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 4918173

CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 8 OCTOBER 2008 AND CREATED BY
BIBBY FACTORS YORKSHIRE LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY
AND/OR ALL OR ANY OF THE COMPANIES NAMED THEREIN
TO BARCLAYS BANK PLC ASSET AND SALES FINANCE
DIVISION ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE
15 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER
2008



Companies House
— for the record —

PS



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES