



Registration of a Charge

Company name: **BIBBY FINANCIAL SERVICES (UK) LIMITED**

Company number: **09341390**



X6E00XII

Received for Electronic Filing: **31/08/2017**

Details of Charge

Date of creation: **29/08/2017**

Charge code: **0934 1390 0001**

Persons entitled: **RBS INVOICE FINANCE LIMITED**

Brief description:

Contains fixed 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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SQUIRE PATTON BOGGS (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9341390

Charge code: 0934 1390 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th August 2017 and created by BIBBY FINANCIAL SERVICES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2017 .

Given at Companies House, Cardiff on 4th September 2017

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**

DATED *29 August* 2017

BIBBY FINANCIAL SERVICES (UK) LIMITED (1)
as Chargor

and

RBS INVOICE FINANCE LIMITED (2)
as RBSIF

CHARGE OVER SHARES

Squire Patton Boggs (UK) LLP
7 Devonshire Square
London
EC2M 4YH
United Kingdom
DX 136546 Bishopsgate 2

O +44 20 7655 1000
F +44 20 7655 1001

Reference ROY.293-0743

CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY	3
3	GRANT OF SECURITY	4
4	CONTINUING SECURITY	5
5	LIABILITY OF THE CHARGOR RELATING TO SECURITY ASSETS	5
6	REPRESENTATIONS	5
7	UNDERTAKINGS BY THE CHARGOR	7
8	RIGHTS AND OBLIGATIONS IN RESPECT OF CHARGED INVESTMENTS	9
9	POWER TO REMEDY	9
10	WHEN SECURITY BECOMES ENFORCEABLE	10
11	ENFORCEMENT OF SECURITY	10
12	RECEIVER	12
13	POWERS OF RECEIVER	13
14	APPLICATION OF PROCEEDS	14
15	SET-OFF	14
16	DELEGATION	15
17	FURTHER ASSURANCES	15
18	POWER OF ATTORNEY	15
19	PAYMENTS	16
20	STAMP DUTY	16
21	COSTS AND EXPENSES	16
22	CURRENCIES	17
23	INDEMNITY	18
24	MISCELLANEOUS	18
25	NOTICES	19
26	PARTIAL INVALIDITY	20

27	RELEASE.....	20
28	COUNTERPARTS.....	21
29	GOVERNING LAW.....	21
	SCHEDULE 1 THE INITIAL CHARGED SECURITIES.....	22

DATE OF CHARGE OVER SHARES

29 August 2017

PARTIES

- (1) **BIBBY FINANCIAL SERVICES (UK) LIMITED**, a company incorporated and registered under the laws of England and Wales with number 09341390 with its registered office at 105 Duke Street, Liverpool, L1 5JQ (the "**Chargor**"); and
- (2) **RBS INVOICE FINANCE LIMITED** (company number 00662221) whose registered office is at Smith House, PO Box 50 Elmwood Avenue, Feltham, Middlesex, TW13 7QD ("**RBSIF**").

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Facilities Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and
- (b) the following terms have the following meanings:

"Act" means the Law of Property Act 1925.

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

"Charged Securities" means:

- (a) the securities specified in Schedule 1 (*The Initial Charged Securities*); and
- (b) any other stocks, shares, debentures, bonds or other securities of the Company now or in future owned (legally or beneficially) by the Chargor, held by any nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time.

"Company" means Bibby Corporate Financial Solutions Limited with company number 10530810 and whose registered office is at 105 Duke Street, Liverpool, L1 5JQ.

"Default Rate" means the rate of interest determined in accordance with clause 11.2 (*Interest*) of the Facilities Agreement.

"Facilities Agreement" means the asset based finance facility agreement dated 17 August 2017 and made between (1) RBSIF as RBSIF, (2) the Company as the Original Client and (3) Bibby Financial Services Limited as the Parent, as varied, amended, restated, novated or replaced from time to time.

"Party" means a party to this Deed.

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by RBSIF under this Deed.

"Related 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; and
- (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.

"Secured Obligations" means 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 the Obligors to RBSIF under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed).

"Security" means the Security Interests created by or pursuant to this 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 this Deed.

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

"Security Period" means the period beginning on the date of this 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) RBSIF has no further commitment, obligation or liability under or pursuant to the Finance Documents.

1.2 Interpretation

- (a) Unless a contrary indication appears, any reference in this Deed to:
 - (i) the **"Chargor"** or the **"RBSIF"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) **"this Deed"**, the **"Facilities Agreement"**, any other **"Finance Document"** or any other agreement or instrument shall be construed as a reference to this Deed, the Facilities Agreement, such other Finance Document or such other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if

any of the same increases the obligations of the Chargor or provides for further advances);

- (iii) **"assets"** includes any present and future properties, revenues and rights of every description and includes uncalled capital;
 - (iv) **"including"** or **"includes"** means including or includes without limitation;
 - (v) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Chargor;
 - (vi) a provision of law is a reference to that provision as amended or re-enacted; and
 - (vii) the singular includes the plural and vice versa.
- (b) References to clauses and the schedule are to be construed, unless otherwise stated, as references to clauses and the schedule of this Deed and references to this Deed include its schedule.
 - (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
 - (d) Each undertaking of the Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period.
 - (e) If RBSIF reasonably considers that an amount paid by the Chargor to RBSIF under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
 - (f) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Third party rights

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2 COVENANT TO PAY

2.1 Covenant to pay

The Chargor covenants in favour of RBSIF that it will pay and discharge the Secured Obligations from time to time when they fall due.

2.2 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date

until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Document under which such amount is payable and, in the absence of such agreement, at the Default Rate from time to time.

- (b) Default interest will accrue from day to day and will be compounded at such intervals as RBSIF considers are appropriate.

2.3 Limited recourse

It is agreed that:

- (a) the sole recourse of RBSIF to the Chargor under this Deed is to the Chargor's interest in the Security Assets; and
- (b) the liability of the Chargor to RBSIF pursuant to or otherwise in connection with the Finance Documents shall be:
 - (i) limited in aggregate to an amount equal to that recovered as a result of enforcement of this Deed with respect to the Security Assets; and
 - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets pursuant to this Deed.

3 GRANT OF SECURITY

3.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to this Deed are created or made:

- (a) in favour of RBSIF;
- (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.

3.2 Charged Investments

The Chargor charges and agrees 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 the Chargor, or in which it from time to time has an interest:

- (a) by way of first fixed charge the Charged Securities referred to in Schedule 1 (*The Initial Charged Securities*); and
- (b) by way of first fixed charge all other Charged Securities (not charged by clause 3.2(a)),

in each case, together with (a) all Related Rights from time to time accruing to those Charged Securities and (b) all rights which the Chargor may have at any time against

any clearance or settlement system or any custodian in respect of any Charged Investments.

4 CONTINUING SECURITY

4.1 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. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

4.2 Additional and separate security

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

4.3 Right to enforce

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

5 LIABILITY OF THE CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. RBSIF is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of such condition or obligation.

6 REPRESENTATIONS

6.1 General

The Chargor makes the representations and warranties set out in this clause 6 to RBSIF.

6.2 Status

- (a) It is a limited liability company, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

6.3 Binding obligations

Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and

- (b) this Deed creates the Security Interests which it purports to create and those Security Interests are valid and effective and are not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

6.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the Security hereunder does not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or its assets or constitute a default or termination event (however described) under any such agreement or instrument.

6.5 Validity and admissibility in evidence

- (a) All Authorisations required:
 - (i) to enable it lawfully to enter into, exercise its rights under, and comply with its obligations in, this Deed; and
 - (ii) to make this Deed admissible in evidence in its Relevant Jurisdiction, have been obtained or effected and are in full force and effect.
- (b) All Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect.

6.6 No Security Interests

The Security Assets are, or when acquired will be, beneficially owned by the Chargor free from any Security Interest other than as created by this Deed.

6.7 No avoidance

This Deed creates the Security Interests which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

6.8 Ownership of Security Assets

The Chargor is the sole legal and beneficial owner of all the Security Assets.

6.9 No proceedings pending or threatened

No litigation, arbitration or administrative proceeding has currently been started or threatened in relation to any Security Asset.

6.10 Charged Securities fully paid

The Charged Securities are fully paid.

6.11 Entire share capital

The Charged Securities constitute the entire share capital of the Company.

6.12 Time when representations made

- (a) All the representations and warranties in this clause 6 are made by the Chargor on the date of this Deed and are also deemed to be made by the Chargor on each Utilisation Date and on each Interest Payment Date.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

7 UNDERTAKINGS BY THE CHARGOR

7.1 Restrictions on dealing

The Chargor shall not do or agree to do any of the following without the prior written consent of RBSIF:

- (a) create or permit to subsist any Security Interest on any Security Asset;
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not) the whole or any part of its interest in any Security Asset;
- (c) take or permit the taking of any action which may result in the rights attaching to any Security Asset being altered, diluted or otherwise adversely affected except with the prior written consent of RBSIF; or
- (d) nominate another person to enjoy or exercise all or any of its specified rights in relation to any Security Asset, as contemplated by section 145 of the Companies Act 2006 or otherwise.

7.2 Deposit of documents of title

The Chargor shall, immediately upon execution of this Deed or (in relation only to any Charged Security acquired after the date of this Deed) as soon as is practicable after its acquisition of such Charged Security) by way of security for the Secured Obligations:

- (a) deposit with RBSIF (or as RBSIF may direct) all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and
- (b) execute and deliver to RBSIF:
 - (i) instruments of transfer in respect of the Charged Securities (executed in blank and left undated); and/or

- (ii) such other documents as RBSIF shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).

7.3 Notification

The Chargor shall:

- (a) notify RBSIF within 5 days of receipt of every notice received by it in relation to the Security Assets; and
- (b) (if required by RBSIF) shall immediately provide it with a copy of that notice and either (A) comply with such notice or (B) make such objections to it as RBSIF may require or approve.

7.4 Calls

The Chargor shall promptly pay all calls or other payments which may become due in respect of the Security Assets and all other outgoings in respect of the Security Assets.

- (a) If the Chargor fails to make such payments, RBSIF may (without prejudice to the rights of RBSIF under clause 9 (*Power to remedy*)) make such payments on behalf of the Chargor.
- (b) Any sums so paid by RBSIF shall be repayable by the Chargor to RBSIF on demand together with interest at the Default Rate (both before and after judgment) from the date on which those payments were made by RBSIF and otherwise in accordance with clause 2.2 (*Default interest*).

7.5 Compliance with laws

The Chargor shall comply in all material respects with all obligations in relation to the Security Assets under any present or future law, regulation, order or instrument or under bye-laws, regulations or requirements of any competent authority or other approvals, licences and consents.

7.6 Information

- (a) The Chargor shall provide RBSIF with all information which it may reasonably request in relation to the Security Assets.
- (b) Without limiting its obligations under clause 7.6(a), the Chargor shall comply with all requests for information relating to a Security Asset which is within its knowledge and which are made under section 793 of the Companies Act 2006 or which could be made under section 793 if the Company were a public limited company or under any similar provision contained in the articles of association or other constitutional documents of the Company relating to the Security Assets and, if it fails to do so, RBSIF may provide such information as it may have on behalf of the Chargor.

7.7 Not prejudice

The Chargor shall not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

8 RIGHTS AND OBLIGATIONS IN RESPECT OF CHARGED INVESTMENTS

8.1 Before a Termination Event

Until a Termination Event occurs, the Chargor shall be entitled to:

- (a) receive and retain all dividends, distributions and other monies paid on or derived from the Charged Securities; and
- (b) exercise all voting and other rights and powers attaching to the Charged Securities, provided that it must not do so in a manner which:
 - (i) has the effect of changing the terms of the Charged Securities (or any class of them) or of any Related Rights; or
 - (ii) is prejudicial to the interests of RBSIF.

8.2 Rights in respect of Charged Investments following a Termination Event

At any time following the occurrence of a Termination Event, RBSIF may complete the instrument(s) of transfer for all or any Charged Securities on behalf of the Chargor in favour of itself or such other person as it may select.

8.3 Exoneration of RBSIF

At any time when any Charged Security is registered in the name of RBSIF or its nominee, RBSIF shall be under no duty to:

- (a) ensure that any dividends, distributions or other monies payable in respect of such Charged Security are duly and promptly paid or received by it or its nominee; or
- (b) verify that the correct amounts are paid or received; or
- (c) take any action in connection with the taking up of any (or any offer of any) Related Rights in respect of or in substitution for such Charged Security.

9 POWER TO REMEDY

9.1 Power to remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, RBSIF (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises RBSIF and its employees and agents by way of security to do all things which are necessary or desirable to rectify that default.

9.2 Mortgagee in possession

The exercise of the powers of RBSIF under this clause 9 shall not render it liable as a mortgagee in possession.

9.3 Monies expended

The Chargor shall pay to RBSIF on demand any monies which are expended by RBSIF in exercising its powers under this clause 9 together with interest at the Default Rate from the date on which those monies were expended by RBSIF (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

10 WHEN SECURITY BECOMES ENFORCEABLE

10.1 When enforceable

This Security shall become immediately enforceable upon the occurrence of a Termination Event and shall remain so for so long as such Termination Event is continuing.

10.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Termination Event and for so long as such Termination Event is continuing.

10.3 Enforcement

After this Security has become enforceable, RBSIF may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit.

11 ENFORCEMENT OF SECURITY

11.1 General

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Security.

11.2 Powers of RBSIF

At any time after the Security becomes enforceable, RBSIF may without further notice (unless required by law):

- (a) (or if so requested by the Chargor by written notice at any time may) appoint any person or persons to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
- (b) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor; and/or

- (c) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or
- (d) exercise (in the name of the Chargor and without any further consent or authority of the Chargor) any voting rights and any powers or rights which may be exercised by the person(s) in whose name the Security Assets are registered or who is the holder of any of them.

11.3 Redemption of prior mortgages

At any time after the Security has become enforceable, RBSIF may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to RBSIF on demand.

11.4 Privileges

- (a) Each Receiver and RBSIF is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and RBSIF shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (c) For the purpose of clause 11.4(a), the value of the financial collateral appropriated shall be such amount as the Receiver or RBSIF reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

11.5 No liability

- (a) Neither RBSIF nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).

- (b) Without prejudice to the generality of clause 11.5(a), neither RBSIF nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

11.6 Protection of third parties

No person (including a purchaser) dealing with RBSIF or any Receiver, delegate or sub-delegate or any of its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which RBSIF or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to RBSIF or to the Receiver is to be applied.

12 RECEIVER

12.1 Removal and replacement

RBSIF may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

12.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

12.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and RBSIF (or, failing such agreement, to be fixed by RBSIF).

12.4 Payment by Receiver

Only monies actually paid by a Receiver to RBSIF in relation to the Secured Obligations shall be capable of being applied by RBSIF in discharge of the Secured Obligations.

12.5 Agent of Chargor

Any Receiver shall be the agent of the Chargor. The Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. RBSIF shall incur no liability

(either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

13 POWERS OF RECEIVER

13.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (b) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (c) all powers which are conferred by any other law conferring power on receivers.

13.2 Additional powers

In addition to the powers referred to in clause 13.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets as he thinks fit;
- (c) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- (e) to carry out any sale or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
- (f) to take any such proceedings (in the name of the Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);

- (g) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (h) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as RBSIF shall direct);
- (i) to appoint and employ such managers and officers and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm); and
- (j) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of the Chargor for any of the above purposes.

14 APPLICATION OF PROCEEDS

14.1 Application

All monies received by RBSIF or any Receiver under or in connection with this Deed or the Security Assets after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Security) be applied in the following order:

- (a) first, in satisfaction of, or provision for, all costs, charges and expenses incurred and payments made by RBSIF or any Receiver and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) secondly, in or towards the satisfaction of the remaining Secured Obligations; and
- (c) thirdly, in payment of any surplus to the Chargor or other person entitled to it.

14.2 Contingencies

If the Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), RBSIF or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account.

15 SET-OFF

15.1 Set-off

- (a) RBSIF may (but shall not be obliged to) at any time set off any obligation which is due and payable by the Chargor under the Finance Documents and unpaid against any obligation (whether or not matured) owed by RBSIF to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.
- (b) At any time after the Security has become enforceable (and in addition to its rights under clause 1.3), RBSIF may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by RBSIF to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

15.2 Currency

If the obligations are in different currencies, RBSIF may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off.

15.3 Amount

If either obligation is unliquidated or unascertained, RBSIF may set off in an amount estimated by it in good faith to be the amount of that obligation.

16 DELEGATION

RBSIF and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither RBSIF nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

17 FURTHER ASSURANCES

The Chargor shall, at its own expense, promptly take whatever action RBSIF or a Receiver may require for:

- (a) creating, perfecting or protecting the Security Interests intended to be created by this Deed; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by RBSIF or any Receiver or any of its or their 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 RBSIF or to its nominees, the giving of any notice, order or direction and the making of any registration which, in any such case, RBSIF may think expedient.

18 POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints RBSIF, each Receiver and any of its or their delegates or sub-delegates to be its attorney to take

any action which the Chargor is obliged to take under this Deed, including under clause 17 (*Further assurances*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

19 PAYMENTS

19.1 Payments

Subject to clause 19.2 (*Gross-up*), all payments to be made by the Chargor in respect of this Deed shall be made:

- (a) in immediately available funds to the credit of such account as RBSIF may designate; and
- (b) without (and free and clear of, and without any deduction for or on account of):
 - (i) any set-off or counterclaim; or
 - (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax.

19.2 Gross-up

If the Chargor is compelled by law to make any deduction or withholding from any sum payable under this Deed to RBSIF, the sum so payable by the Chargor shall be increased so as to result in the receipt by RBSIF of a net amount equal to the full amount expressed to be payable under this Deed.

20 STAMP DUTY

The Chargor shall:

- (a) pay all present and future stamp, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection therewith; and
- (b) indemnify RBSIF and any Receiver on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges.

21 COSTS AND EXPENSES

21.1 Transaction and amendment expenses

The Chargor shall promptly on demand pay to RBSIF the amount of all costs, charges and expenses (including, without limitation, legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) incurred by RBSIF in connection with:

- (a) the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed, the Security or any document referred to in this Deed; or
- (b) any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.

21.2 Enforcement and preservation costs

The Chargor shall promptly on demand pay to RBSIF and any Receiver the amount of all costs, charges and expenses (including, without limitation, legal fees (and any VAT or similar Tax thereon)) incurred by it in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of their respective rights under this Deed or any document referred to in this Deed or the Security (including all remuneration of the Receiver).

21.3 Default interest

Any amount demanded under clause 21.1 (*Transaction and amendment expenses*) or 21.2 (*Enforcement and preservation costs*) shall bear interest at the Default Rate (both before and after judgment) from the day on which those costs, charges or expenses were paid, incurred or charged by the relevant person and otherwise in accordance with clause 2.2 (*Default interest*).

22 CURRENCIES

22.1 Conversion

All monies received or held by RBSIF or any Receiver under this Deed may be converted from their existing currency into such other currency as RBSIF or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the rate of exchange referred to under Clause 14.2 (*Rate of exchange*) of the Facilities Agreement. The Chargor shall indemnify RBSIF against all costs, charges and expenses incurred in relation to such conversion. Neither RBSIF nor any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

22.2 Currency indemnity

No payment to RBSIF (whether under any judgment or court order or in the liquidation, administration or dissolution of the Chargor or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made, unless and until RBSIF shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, RBSIF shall have a further separate cause of action against the Chargor and shall be entitled to enforce the Security to recover the amount of the shortfall.

23 INDEMNITY

The Chargor shall indemnify RBSIF, any Receiver and any attorney, agent or other person appointed by RBSIF under this Deed and RBSIF's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) incurred by any Indemnified Party as a result of or in connection with:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (b) the Security Assets or the use or holding of them by any person; or
- (c) any breach by the Chargor of any of its obligations under this Deed.

24 MISCELLANEOUS

24.1 Appropriation and suspense account

- (a) RBSIF may apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations as it thinks fit. Any such appropriation shall override any appropriation by the Chargor.
- (b) All monies received, recovered or realised by RBSIF under, or in connection with, this Deed may at the discretion of RBSIF be credited to a separate interest bearing suspense account for so long as RBSIF determines (with interest accruing thereon at such rate, if any, as RBSIF may determine for the account of the Chargor) without RBSIF having any obligation to apply such monies and interest or any part thereof in or towards the discharge of any of the Secured Obligations.

24.2 New accounts

If RBSIF receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security Interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, it may open a new account or accounts for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice. As from that time all payments made to RBSIF will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

24.3 Changes to Parties

- (a) The Chargor may not assign any of its rights under this Deed.
- (b) RBSIF may assign or transfer or grant participations in all or any part of its rights under this Deed in accordance with the Facilities Agreement. The Chargor shall, immediately upon being requested to do so by RBSIF, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

24.4 Tacking

- (a) RBSIF shall perform its obligations under the Facilities Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

24.5 Amendments and waivers

Any provision of this Deed may be amended only if RBSIF and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if RBSIF so agrees in writing. A waiver given or consent granted by RBSIF under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

24.6 Calculations and certificates

A certificate of RBSIF specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Chargor in the absence of manifest error.

24.7 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of RBSIF any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

25 NOTICES

25.1 Communications in writing

Any communication to be made under, or in connection with, this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter (but not by email).

25.2 Electronic communication

Any communication to be made between RBSIF and the Chargor under or in connection with this Deed may be made by electronic mail or other electronic means, if RBSIF and the Chargor:

- (a) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
- (b) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (c) notify each other of any change to their address or any other such information supplied by them.

25.3 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Chargor, that identified with its name below; and
- (b) in the case of RBSIF, that identified with its name below,

or any substitute address, fax number or department or officer as the Chargor or RBSIF may notify to the other Party by not less than 5 Business Days' notice.

25.4 Delivery

- (a) Subject to clause 25.4(b), any communication or document made or delivered by one Party to another under, or in connection with, this Deed will only be effective:

- (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or 3 Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 25.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to RBSIF will be effective only when actually received by RBSIF and then only if it is expressly marked for the attention of the department or officer identified with the signature of RBSIF below (or any substitute department or officer as RBSIF shall specify for this purpose).
 - (c) RBSIF may rely upon any signature, act or communication sent by a person purporting to be authorised to act on behalf of the Chargor even if that person lacked the relevant authority.

26 PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

27 RELEASE

27.1 Release

Upon the expiry of the Security Period (but not otherwise) RBSIF shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

27.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

28 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Deed.

29 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Deed has been duly executed by the Chargor as a deed and duly executed by RBSIF and has been delivered on the first date specified on page 1 of this Deed.

SCHEDULE 1

The Initial Charged Securities

Name of company in which shares are held	Name of holder (or any nominee holder)	Class of shares held	Number of shares held	Issued share capital
Bibby Corporate Financial Solutions Limited	Bibby Financial Services (UK) Limited	Ordinary	2,000,000	£2,000,000

EXECUTION PAGES

THE CHARGORS

Executed and delivered as a deed by)
BIBBY FINANCIAL SERVICES (UK))
LIMITED,)

acting by a director and its secretary or two)
directors, or a director in the presence of a)
witness)

Where only one Director signs, a witness is required


Director

IAN DOWNING
Print Full Name
(BLOCK CAPITALS)

Director / Secretary

Print Full Name
(BLOCK CAPITALS)


Witness' Signature

JEANETTE HAMPSON
Print Witness Full Name
(BLOCK CAPITALS)

Jeanette Hampson

~~Bibby Line Group Limited~~
Address

105 Duke Street

~~Liverpool, L1 5JQ~~

Company Secretary

RBSIF

Signed for **RBS Invoice Finance Limited**



CHARAN CHANNE

Name (Block capitals)

Address for service: 8th Floor, 1 Hardman Boulevard, Manchester, M3 3AQ

E-mail address for service: syndications3@rbsif.co.uk

For the attention of: Paul Morgan