

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

1102110

388715

Name of company

* BIBBY FACTORS LIMITED ("COMPANY")

Date of creation of the charge

20 December 2002

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

DEBENTURE ("DEBENTURE")

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 the Company to the Bank and in whatever currency denominated whether pursuant to the term and short term and ancilliary facilities agreements to be entered into between (1) the Company (and others) and (2) the Bank pursuant to which the Bank agreed to make certain facilities available to the Company (and others) ("Facilities Agreement") or otherwise (including all monies covenanted to be paid in the Debenture)

On a full indemnity basis all costs and expenses properly incurred by the Bank in relation to the Debenture and the Facilities Agreements (including costs and expenses incurred in relation to the preparation and registration of the Debenture) and all costs and expenses incurred by the Bank in relation to the protection of its rights under the Debenture

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

Barclays Bank PLC ("Bank"), PO Box 15-33 MOORFIELDS, LIVERPOOL

Postcode L69 2RU

Presenter's name address and reference (if any):

DLA
India Buildings
Water Street
Liverpool
L2 0NH

BIBFAC (PMC/RC)

Time critical reference

For official Use
Mortgage Section

Post room



A03
COMPANIES HOUSE

0292
03/01/03

Short particulars of all the property mortgaged or charged

1. All the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company or in which the Company from time to time has an interest:

1.1 by way of first legal mortgage:

1.1.1 all estates and interests in freehold, leasehold and other immovable property (wherever situated) belonging to the Company or in which the Company has an interest at any time and, all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon, all easements, rights and agreements in respect thereof, all proceeds of sale of that property and the benefits of all covenants given in respect thereof ("Property") (if any) now vested in or charged to the Company;

1.2 by way of first fixed charge:

1.2.1 all other Property and all interests in the Property (not being charged in 1.1.1 above); and

1.2.2 all licences to enter upon or use land and the benefit of all other agreements relating to land;

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed

DCA

Date

31/12/2002

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 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 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

**Particulars of a mortgage or charge
(continued)**

Please do not
write in this
binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

CHFP025

Please complete
legibly, preferably
in black type, or
bold block lettering

Company Number

388715

Name of Company

BIBBY FACTORS LIMITED ("COMPANY")

Limited*

* delete if
inappropriate

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

**Please complete
legibly, preferably
in black type, or
bold block lettering**

Please do not
write in this
binding margin

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

**Please complete
legibly, preferably
in black type, or
bold block lettering**

2.1 by way of first fixed charge:

2.2.1 all plant and machinery;

2.2.3 all computers, vehicles, office equipment and other equipment, in relation to 2.2.1 and 2.2.2 the benefit of all contracts, licences and warranties relating to the same (other than any which is for the time being part of the Company's stock in trade or work in progress);

2.2. by way of first fixed charge, all 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 in force at the date of the Debenture) owned (legally or beneficially) by the Company or in which the Company has an interest at any time ("Charged Securities") together with all dividends, distributions and other income from time to time accruing to those Charged Securities and all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under options rights or otherwise;

2.3 by way of first fixed charge:

2.3.1 the account into which the Receivables (being all present and future book debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, due or owing to the Company together with the benefit of all rights, guarantees, encumbrances and remedies relating to the foregoing and all proceeds of any of the foregoing) shall be paid ("Security Account");

2.3.2 all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged;

in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing;

2.4 by way of first fixed charge all present or future legal and/or equitable interests of the Company (including, without limitation, the benefit of all licences in any part of the world) 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 aforementioned rights of the Company ("Intellectual Property");

2.5 to the extent that any of the Property and assets from time to time are assigned pursuant to the Debenture are not effectively assigned by 3 below by way of first fixed charge those Assigned Assets;

2.6 by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

2.6.1 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

2.6.2 any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

2.7 by way of first fixed charge all the goodwill and uncalled capital of the Company.

(cont)

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

* Please do not
write in this
binding margin

**Particulars of a mortgage or charge
(continued)**

Continuation sheet No _____
to Form No 395 and 410 (Scot)

CHFP025

**Please complete
legibly, preferably
in black type, or
bold block lettering**

Company Number

388715

Name of Company

BIBBY FACTORS LIMITED ("COMPANY")

Limited*

* delete if
inappropriate

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

This image shows a completely blank white page. It is surrounded by a thick black border, which appears to be the edge of a scanner or a frame. There are no markings, text, or illustrations on the page itself.

**Please complete
legibly, preferably
in black type, or
bold block lettering**

Please do not
write in this
binding margin

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

Please complete
legibly, preferably
in black type, or
bold block lettering

By way of assignment (subject to a proviso for reassignment on redemption in accordance with the Debenture) the Company assigns all its present and future right title and interest in and to:

1. each agreement entered into between the Company and any of its clients pursuant to which the Company has agreed to make invoice discounting or factoring facilities available to that client and all or any security entered into in favour of the Company in connection with such facilities together with each other agreement ("Relevant Contracts"), all rights and remedies in connection with them and all proceeds and claims arising from them;
2. all policies of insurance which are at any time held by or written in favour of the Company or in which the Company from time to time has an interest ("the Insurances") all claims under the Insurances and all proceeds of the Insurances;
3. where any Security Account is not held with the Bank, that Security Account and all monies at any time standing to the credit of that Security Account together with all interest accrued or accruing, from time to time, on such monies and all rights to payment of any of the foregoing; and
4. all other Receivables (not being assigned by 1, 2 and 3 above)

To the extent that any asset being assigned under 2 above is not assignable the assignment shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurance.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00388715

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th DECEMBER 2002 AND CREATED BY BIBBY FACTORS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC 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 3rd JANUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JANUARY 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

P. Dave



Companies House

— for the record —