

MR01

Particulars of a charge

23 5684 - 437

laserform



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

✓ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**



A63EUYKQ

A04

01/04/2017

#114

COMPANIES HOUSE

SATURDAY

1

Company details

Company number 0 0 5 8 4 3 4 2 ✓

Company name in full Bibby Factors Limited

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 02 03 2017

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name U.S. Bank Trustees Limited (as security trustee for the Bibby
Secured Parties)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Not applicable.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X *Moynan Lovells International LLP* X

This form must be signed by a person with an interest in the charge.

MR01**Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name F2/1001BB/062636 Katharine Crossman

Company name
Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 584342

Charge code: 0058 4342 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2017 and created by BIBBY FACTORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2017.

Dx

Given at Companies House, Cardiff on 7th April 2017



Companies House



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

DATED

23 March 2017

BIBBY INVOICE FINANCE UK LIMITED
as Master Seller and Master Servicer

- and -

THE COMPANIES LISTED IN SCHEDULE 1
as Affiliated Sellers and Affiliated Servicers

- and -

BFS FUNDING I LIMITED
as Issuer

-and -

BARCLAYS BANK PLC
as O/D Provider

- and -

HSBC BANK PLC
as RCF Provider

- and -

U.S. BANK TRUSTEES LIMITED
as Bibby Security Trustee

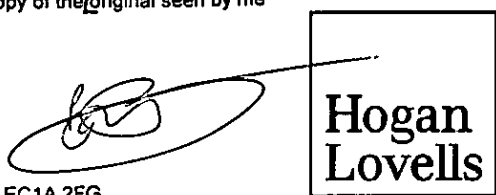
FIRST SUPPLEMENTAL BIBBY DEED OF CHARGE

composite
Save for material redacted pursuant to s.859G of the Companies Act 2006,
I certify that this is a true and complete copy of the original seen by me

Name: PETER MILLS
Title: Solicitor

Date: 27/03/17

Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG



Ref: F2/DD/PM/7655388
1001BB/062636

Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London EC1A 2FG, United Kingdom

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THIS FIRST SUPPLEMENTAL BIBBY DEED OF CHARGE (this "Deed") is made on 23 March 2017

BETWEEN:

- (1) **BIBBY INVOICE FINANCE UK LIMITED**, a company incorporated under the laws of England and Wales, registered number 09351311, whose registered office is at 105 Duke Street, Liverpool, United Kingdom L1 5JQ in its capacity as the Master Seller and the Master Servicer (the "**Master Seller**" and "**Master Servicer**");
- (2) **THE COMPANIES LISTED IN SCHEDULE 1** (each an "**Affiliated Seller**" and "**Affiliated Servicer**" and together the "**Affiliated Sellers**" and "**Affiliated Servicers**") (the Master Seller and Master Servicer, Affiliated Sellers and Affiliated Servicers, each a "**Chargor**" and together the "**Chargors**");
- (3) **BFS FUNDING I LIMITED**, a company incorporated under the laws of Jersey, registered number 118379, whose registered office is at 44 Esplanade, St Helier, Jersey JE4 9WG (the "**Issuer**");
- (4) **BARCLAYS BANK PLC**, a public limited company incorporated in England and Wales, registered number 01026167, whose registered office is at One Churchill Place, London E14 4HP in its capacity as overdraft facility provider under the Barclays Overdraft Facility Agreement (the "**O/D Provider**");
- (5) **HSBC BANK PLC**, a company incorporated under the laws of England and Wales, registered number 00014259, whose registered office is at 8 Canada Square, London E14 5HQ in its capacity as revolving credit facility provider under the HSBC RCF Agreement (the "**RCF Provider**"); and
- (6) **U.S. BANK TRUSTEES LIMITED**, a company incorporated under the laws of England and Wales, registered number 02379632, with registered office at 125 Old Broad Street, Fifth Floor, London EC2N 1AR as security trustee for the Bibby Secured Parties (the "**Bibby Security Trustee**", which expression in this Deed shall include such company, its successors and permitted assigns, and all other persons for the time being acting, their successors or permitted assigns, as the Bibby Security Trustee pursuant to this Deed for and on behalf of the Bibby Secured Parties in accordance with the terms of the Bibby Deed of Charge).

WHEREAS:

- (A) Pursuant to a deed of charge dated 20 October 2015 made between, among others, the Chargors and the Bibby Security Trustee (the "**Bibby Deed of Charge**"), the Chargors charged and assigned certain assets to the Bibby Security Trustee for itself and on behalf of the Bibby Secured Parties.
- (B) In connection with certain amendments being made to the Transaction Documents on the First Amendment Effective Date and, in particular, a change to the Credit Insurance Policy, the parties have determined to enter into this Deed in acknowledgment of, *inter alia*, the fact that, on and from the First Amendment Effective Date, the Chargors assign to the Bibby Security Trustee all of their rights and interests in the Credit Insurance Policy (as defined in Master Definitions and Framework Deed as amended and restated pursuant to the First Deed of Amendment and Restatement).

- (C) This Deed, together with the Bibby Deed of Charge (to which it is supplemental), secures and shall secure, among other things, all the obligations of the Chargors to the Bibby Secured Parties in respect of the Bibby Secured Obligations.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Deed or the context requires otherwise, words and expressions used in this Deed have the meanings and constructions ascribed to them in the Master Definitions Schedule set out in **Section 1** of the Master Definitions and Framework Deed signed by each of the parties to this Deed and the other parties thereto on 20 October 2015 (as the same may be replaced, extended, amended, varied or supplemented from time to time) (the "**Master Definitions and Framework Deed**").

1.2 Interpretation

Save as set out in this Deed, this Deed shall be construed in accordance with the principles of construction and interpretation set out in such Master Definitions Schedule.

Save as expressly provided herein, any warranties or undertakings provided under this Deed are made to each other party to this Deed.

1.3 Incorporation of Common Terms

The Common Terms as set out in **Section 2** of the Master Definitions and Framework Deed apply to this Deed and shall be binding on the parties to this Deed as if set out in full in this Deed.

1.4 Conflict with Common Terms

If there is any conflict between the provisions of the Common Terms and the provisions of this Deed, the provisions of this Deed shall prevail, unless any provision of this Deed relates to VAT, in which case the VAT provisions of the Common Terms shall prevail and provided that the provisions of **Clause 7** of the Common Terms shall prevail at all times.

1.5 Obligor/Obligee

For the purpose of this Deed, **Clause 3.1** of the Common Terms applies to this Deed as if set out in full in this Deed and as if the Chargors were the Obligors and the Bibby Security Trustee were the Obligees for the purposes of such Clause.

1.6 Governing Law and Jurisdiction

This Deed and all non-contractual obligations arising out of or in connection with it shall be governed by English law in accordance with **Clause 3.23(a)** of the Common Terms. **Clause 3.23** of the Common Terms applies to this Deed as if set out in full in this Deed.

1.7 First Supplemental Bibby Deed of Charge

This Deed is the First Supplemental Bibby Deed of Charge referred to in the Master Definitions and Framework Deed.

2. COVENANT TO PAY

Each Chargor covenants with and undertakes to the Bibby Security Trustee (for the Bibby Security Trustee's own account and as security trustee for the Bibby Secured Parties) that it shall duly and punctually pay or discharge, without deduction, set-off or counterclaim, the Bibby Secured Obligations in the manner and at the times provided in the Master Definitions and Framework Deed, this Deed, the Bibby Deed of Charge and the other Transaction Documents, subject to the other provisions of the Bibby Deed of Charge.

3. SUPPLEMENTAL SECURITY

3.1 Chargors' rights under the Credit Insurance Policy

On and from the First Amendment Effective Date, each Chargor, by way of first fixed security for the discharge of the Bibby Secured Obligations, with (subject to **Clause 9.3** (*Implied covenants for title*) of the Bibby Deed of Charge, as such clause is incorporated into this Deed pursuant to **Clause 5** (*Incorporation*) hereof) full title guarantee and, subject to **Clause 4** (*Declaration Of Trust*) hereof and **Clause 7** (*Release of Charged Property*) of the Bibby Deed of Charge, as such clause is incorporated into this Deed pursuant to **Clause 5** (*Incorporation*) hereof, hereby conveys, transfers and assigns absolutely (but subject to reassignment on redemption) to and in favour of the Bibby Security Trustee (to the extent capable of being assigned) all its right, title, interest and benefit, present and future, in, under and to the Credit Insurance Policy (the "**Charged Document**"), including all rights to receive payment of any amounts which may become payable to the relevant Chargor thereunder, the benefit of all covenants, undertakings, representations, warranties and indemnities thereunder, all payments received by the relevant Chargor thereunder, all rights to serve notices and/or make demands thereunder and/or to take such steps as are required to cause payments to become due and payable thereunder, all rights of action in respect of any breach thereof or default thereunder; and all rights to receive damages or obtain other relief in respect thereto and the proceeds of any of the foregoing, to hold the same unto the Bibby Security Trustee as Bibby Security Trustee for itself and the other Bibby Secured Parties.

Until the Supplemental Security constituted by this Deed has become enforceable, each Chargor shall be entitled to exercise all its rights in the Charged Document and to receive payments made in accordance with the applicable Priority of Payments and the other terms of the Transaction Documents (including **Clauses 4.14, 4.15, and 4.16** of the Master Definitions and Framework Deed), subject always to the conditions, limitations and other provisions of this Deed and the conditions, limitations and other provisions of the other Transaction Documents. For the avoidance of doubt, any amount paid to a Chargor in accordance with the then applicable Priority of Payments and the other terms of the Transaction Documents (including **Clauses 4.14, 4.15, and 4.16** of the Master Definitions and Framework Deed) shall be released from the Security created under this **Clause 3.1** but shall be subject always to the floating charge created under **Clause 4.3** of the Bibby Deed of Charge.

3.2 Priority

- (a) The fixed Security created by a Chargor and subsisting in favour of the Bibby Security Trustee pursuant to this Deed shall have priority over the floating charge created by **Clause 4.3** of the Bibby Deed of Charge.
- (b) If any Security is created in the future by a Chargor (except in favour of the Bibby Security Trustee) such Security shall be expressed to be subject to this Deed and

shall rank in order of priority behind the charges and security created by or pursuant to this Deed.

3.3 No Transfer of Obligations

Notwithstanding anything else in this Deed, it is hereby agreed that the Bibby Security Trustee does not assume, nor shall the Bibby Security Trustee be obliged to perform, any obligations of any other party to this Deed or the other Transaction Documents or of any Chargor in respect of the Security and nothing in this Deed shall be construed so as to transfer any of such obligations to the Bibby Security Trustee.

4. DECLARATION OF TRUST

The Bibby Security Trustee hereby declares itself a trustee of the covenants, undertakings, charges, assignments and assignations and other Security Interests made or given or to be made or given under or pursuant to this Deed, and shall hold the same in trust, for itself and each Bibby Secured Party and in respect of the Bibby Secured Obligations owed to them respectively.

5. INCORPORATION

5.1 The parties hereby agree that, subject to **Clause 5.2 (Incorporation)** below, all of the obligations, undertakings, covenants, rights and powers specified and contained in the Bibby Deed of Charge, other than the creation of security by the Chargors contained in **Clause 4 (Security)** of the Bibby Deed of Charge, shall be deemed to be incorporated into this Deed as if they were repeated herein, *mutatis mutandis*, and shall apply *mutatis mutandis* to the property referred to in **Clause 3 (Supplemental Security)** hereof and the security and other rights and powers created under and pursuant to this Deed, with each reference in the Bibby Deed of Charge to:

- (a) "Seller Charged Property" being to the Supplemental Seller Charged Property; and
- (b) "Security" being to the Supplemental Security.

5.2 For the avoidance of doubt, **Clause 5.1 (Incorporation)** and this Deed generally shall not be construed as, or otherwise deemed to result in, **Clause 4 (Security)** of the Bibby Deed of Charge being repeated *mutatis mutandis* in relation to any property or assets being effectively charged by way of fixed charge or otherwise or being effectively assigned as security pursuant to that clause nor shall they otherwise be construed as any release or memorandum in satisfaction in whole or in part of the security created pursuant to **Clause 4 (Security)** of the Bibby Deed of Charge.

6. COVENANTS AND WARRANTIES OF THE CHARGORS IN RELATION TO THE SUPPLEMENTAL SECURITY

Each Chargor hereby covenants with the Bibby Security Trustee to perform and comply with all the obligations and undertakings from time to time incumbent upon it under the Bibby Deed of Charge in respect of the Supplemental Security created by or pursuant to this Deed.

7. CONTINUING SECURITY

Without prejudice to the generality of **Clause 2** the Supplemental Security constituted by or pursuant to this Deed shall be a continuing security and shall not be satisfied by any

intermediate payment or satisfaction of the whole or any part of the Bibby Secured Obligations but shall secure the ultimate balance of the Bibby Secured Obligations.

8. **SECURITY TRUSTEE**

The Security Trustee is entering into this Deed acting on the instructions of the Controlling Creditor pursuant to the First Deed of Amendment and Restatement for the purposes of **Clause 17.4 (*Instructions*)** of the Bibby Deed of Charge.

IN WITNESS WHEREOF this document has been executed as a deed and is delivered on the day and year first before written.

Executed as a deed for and on behalf of)
Bibby Invoice Finance UK Limited)
acting by:)

[REDACTED]

In the presence of

Witness signature [REDACTED])
Witness name: *Beverley Bentley*)
Witness address:)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on)
behalf of **BIBBY ACF LIMITED**)
acting by its duly authorised)
attorney:)

[REDACTED]

In the presence of:

Witness signature

[REDACTED]

Witness name

) *Beverley Bentley*

Witness address

)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on)
behalf of **BIBBY FACTORS**)
BEDFORD LIMITED acting by its)
duly authorised attorney:)

[REDACTED]

In the presence of:

Witness signature

[REDACTED]

Witness name

) *Beverley Bentley*

Witness address

)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY FACTORS
BOREHAMWOOD LIMITED**
acting by its duly authorised
attorney:

)
) 

In the presence of:

Witness signature

) 
) *Beverley Bentley*

Witness name

)

Witness address

)


HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY FACTORS
BRISTOL LIMITED** acting by its
duly authorised attorney:

)
) 

In the presence of:

Witness signature

) 
) *Beverley Bentley*
) *Beverley Bentley*
) HILL DICKINSON LLP
) NO 1, ST. PAUL'S SQUARE
) LIVERPOOL
) L3 9SJ

Witness name

Witness address

Executed as a deed by and on
behalf of **BIBBY FACTORS
LIMITED** acting by its duly
authorised attorney:

)
) 

In the presence of:

Witness signature

) 
) *Beverley Bentley*

Witness name

)

Witness address

)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **GLOBAL
MANAGEMENT SERVICES
LIMITED** acting by its duly
authorised attorney:

)
) 

In the presence of:

Witness signature

) *Beverley Bentley*
)

Witness name

)
) HILL DICKINSON LLP
) NO 1, ST. PAUL'S SQUARE
) LIVERPOOL
) L3 9SJ

Witness address

Executed as a deed by and on
behalf of **BIBBY FACTORS
INTERNATIONAL LIMITED**
acting by its duly authorised
attorney:

)
) 

In the presence of:

Witness signature

) *Beverley Bentley*
)

Witness name

)
) HILL DICKINSON LLP
) NO 1, ST. PAUL'S SQUARE
) LIVERPOOL
) L3 9SJ

Witness address

Executed as a deed by and on
behalf of **BIBBY INVOICE
DISCOUNTING LIMITED** acting
by its duly authorised attorney:

)
) 

In the presence of:

Witness signature

) *Beverley Bentley*
)

Witness name

)
) HILL DICKINSON LLP
) NO 1 ST. PAUL'S SQUARE
) LIVERPOOL
) L3 9SJ

Witness address

Executed as a deed by and on
behalf of **BIBBY FACTORS
LEICESTER LIMITED** acting by
its duly authorised attorney:

)
)



In the presence of:



Witness signature

) *Beverley Bentley*
)

Witness name

)

Witness address

)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY FACTORS
MANCHESTER LIMITED** acting
by its duly authorised attorney:

)
)



In the presence of:



Witness signature

) *Beverley Bentley*
)

Witness name

)

Witness address

)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY FACTORS
NORTHEAST LIMITED** acting by
its duly authorised attorney:

)
)



In the presence of:



Witness signature

) *Beverley Bentley*
)

Witness name

)

Witness address

)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

[REDACTED]

Beverly Bentley

)
)
)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

)

)

)

[REDACTED]

Beverly Bentley

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

)

)

Beverly Bentley

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY FACTORS
SUSSEX LIMITED** acting by its
duly authorised attorney:

)
)



In the presence of:



Witness signature

) *Beverley Bentley*
)

Witness name

)

Witness address

)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY FACTORS
SCOTLAND LIMITED** acting by
its duly authorised attorney:

)
)



In the presence of:



Witness signature

) *Beverley Bentley*
)

Witness name

)

Witness address

)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY TRADE
FACTORS LIMITED** acting by its
duly authorised attorney:

)
)



In the presence of:



Witness signature

)

Witness name

) *Beverley Bentley*
)

Witness address

)

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY**
TRANSACTIONAL FINANCE
LIMITED acting by its duly
authorised attorney:

)
)



In the presence of:

Witness signature

Witness name

Witness address

)
)
)
)

Beverley Bentley

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY FACTORS**
WESSEX LIMITED acting by its
duly authorised attorney:

)
)



In the presence of:

Witness signature

Witness name

Witness address

)
)
)
)

Beverley Bentley

HILL DICKINSON LLP
NO 1 ST PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Executed as a deed by and on
behalf of **BIBBY FACTORS**
YORKSHIRE LIMITED acting by
its duly authorised attorney:

)
)



In the presence of:

Witness signature

Witness name

Witness address

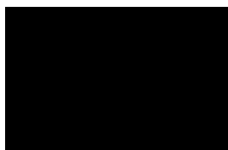
)
)
)
)

Beverley Bentley

HILL DICKINSON LLP
NO 1, ST. PAUL'S SQUARE
LIVERPOOL
L3 9SJ

Hogan Lovells

Executed as a)
deed for and on)
behalf of)



SEAN WHITE

Barclays Bank plc

acting by:

In the presence of

Witness signature:)

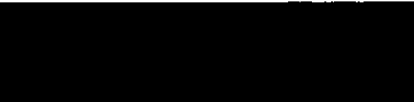
.....)

Witness name:)

KASHIF HUSSAIN)

Witness address:

.....



Executed as a)
deed for and on)
behalf of)

HSBC Bank plc

acting by:

In the presence of

Witness signature:)

.....)

Witness name:)

.....)

Witness address:

.....

Executed as a)

Executed as a)
deed for and on)
behalf of)

Barclays Bank plc

acting by:

In the presence of:

Witness signature:)
.....)

Witness name:)
.....)

Witness address:
.....

Executed as a)
deed for and on)
behalf of)

HSBC Bank plc

acting by:

In the presence of

Witness signature:)
.....)

Witness name:)
.....)

Witness address:
.....



Lilit Yolyan
Associate Director




MARCIN ZAWADZKI
SOLICITOR
SRA ID 505110

8 Canada Square
London
E14 5HQ

Executed as a)

deed for and on)
behalf of **BFS**)
Funding I Limited)
acting by:)
In the presence of)
)
)
Witness signature:)
.....
Witness name:)
.....
Witness address:)
.....


Executed as a deed and delivered by two
duly authorised signatories of **U.S. Bank**
Trustees Limited



(Authorised signatory)

David

...Authorised Signatory
(Name)


 (Authorised signatory)
 Chris Voles
 Authorised Signatory
 (Name)

SCHEDULE 1

Affiliated Sellers and Affiliated Servicers

| COMPANY NAME | REGISTRATION NUMBER |
|--|----------------------------|
| Bibby ACF Limited | 02885198 |
| Bibby Factors Bedford Limited | 04290368 |
| Bibby Factors Borehamwood Limited | 00388715 |
| Bibby Factors Bristol Limited | 03171249 |
| Bibby Factors Limited | 00584342 |
| Global Management Services Limited | 04331246 |
| Bibby Factors International Limited | 04081220 |
| Bibby Invoice Discounting Limited | 04105467 |
| Bibby Factors Leicester Limited | 02989348 |
| Bibby Factors Manchester Limited | 04296744 |
| Bibby Factors Northeast Limited | 03653980 |
| Bibby Factors Northwest Limited | 00557149 |
| Bibby Revolving Finance Limited | 07693461 |
| Bibby Factors Slough Limited | 02617760 |
| Bibby Factors Sussex Limited | 03847904 |
| Bibby Factors Scotland Limited | SC199049 |

| COMPANY NAME | REGISTRATION NUMBER |
|-------------------------------------|---------------------|
| Bibby Trade Factors Limited | 05303859 |
| Bibby Transactional Finance Limited | 07693401 |
| Bibby Factors Wessex Limited | 04918703 |
| Bibby Factors Yorkshire Limited | 04918173 |