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CHFP025

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 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



6696172

032358/13

Name of company

* Bibby Taurus Limited

Date of creation of the charge

23 October 2008

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

Debenture

Amount secured by the mortgage or charge

The Secured Debt and all present and future moneys, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under the Finance Documents

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

Gary Stuart Entwistle and Lorne Entwistle being the Trustees of the Gary Entwistle Life Interest Settlement of Springside Farm, Walmersley, Bury, Lancashire and Gary Stuart Entwistle being the Trustees of the ... contd

Postcode BL9 5QU

Presenter's name address and reference (if any)

George Davies Solicitors LLP
68 Fountain Court
Fountain Street
Manchester
M2 2FB

For official Use (02/06)

Mortgage Section

Post room

SATURDAY



A12

AUZ3949S
25/10/2008
COMPANIES HOUSE

81

Time critical reference

Short particulars of all the property mortgaged or charged

3.1 As a continuing security for the payment or discharge of the Secured Liabilities, the Borrower, with full title guarantee

(a) Charges to the Lender, by way of first fixed charge

(i) all Properties either currently owned or acquired by the Borrower after the date of this debenture;

(ii) all present and future interests of the Borrower that are not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property,

(iii) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties,

(iv) all present and future goodwill and all uncalled capital for the time being of the Borrower,

(v) all the Equipment;

(vi) all Intellectual Property, and

(vii) all the Book Debts;

(viii) all the Investments, and

(ix) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person

(b) assigns to the Lender, by way of first fixed mortgage, all its contd

Please do not write in this margin

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

No fix

Particulars as to commission allowance or discount (note 3)

Signed George Davies Solicitors LLP Date 24/10/08

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

A fee 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 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 situated 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
of Company

* Bibby Taurus Limited

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)

Addendum 3/4

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

..contd

Lorne Entwistle Life Interest Settlement

Addendum 4/4

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

. .contd

rights in present or future policies of insurance or assurance (including, without limitation, any insurances relating to the Properties or the Equipment);

(c) charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned under clause 3 1 (a) and 3 1 (b) inclusive

Definitions:

"Book Debts": all present and future book and other debts and monetary claims due or owing to the Borrower and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.

"Borrower" Bibby Taurus Limited incorporated and registered in England and Wales with Registered Number: 06696172 whose registered office is at 105 Duke Street, Liverpool L1 5JQ

"Charge over Shares" the charge over shares granted by the Borrower to the Lender a copy of which is annexed to the debenture.

"Equipment": all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.

"Finance Documents": this debenture, the Garlic Debenture, the Cross Guarantee and the Charge over Shares.

"Garlic". Garlic Limited, a Company incorporated and registered in England and Wales under registered number 02220727, whose registered offices at Kingfisher Park, Aviation Road, Pilsworth, Lancashire BL9 8GT

Name of company

*insert full name
of Company

* Bibby Taurus Limited

"Garic Debenture" the debenture granted to the Lender by Garic

"Intellectual Property": the Borrower's present or future patents, trade marks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights

"Investments": all present and future stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including all rights accruing or incidental to those investments from time to time

"Lender" Gary Stuart Entwistle and Lorne Entwistle being the Trustees of the Gary Entwistle Life Interest Settlement of Springside Farm, Walmsley, Bury, Lancashire BL9 5QU and Gary Stuart Entwistle and Lorne Entwistle being the Trustee of the Lorne Entwistle Life Interest Settlement.

"Properties" all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time after the date of this debenture (and from time to time) owned by the Borrower, or in which the Borrower holds an interest and "Property" means any of them

"Sale and Purchase Agreement" means the agreement dated 23 October 2008 and made between the (1) the Lender and others, (2) the Borrower and (3) Bibby Holdings Limited.

"Secured Debt" the Debt as defined in the Sale and Purchase Agreement.

"Secured Liabilities" the Secured Debt and all present and future moneys obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity under or in connection with the Finance Documents. References to the Secured Liabilities include references to any of them



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6696172
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 23 OCTOBER
2008 AND CREATED BY BIBBY TAURUS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO GARY STUART ENTWISTLE AND LORNE
ENTWISTLE BEING THE TRUSTEES OF THE GARY ENTWISTLE
LIFE INTEREST SETTLEMENT AND GARY STUART ENTWISTLE
BEING THE TRUSTEES OF THE LORNE ENTWISTLE LIFE
INTEREST SETTLEMENT ON ANY ACCOUNT WHATSOEVER
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 25 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 OCTOBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES