



**Registration of a Charge**

Company Name: **TECHNIP UK LIMITED**

Company Number: **00200086**



XC6IFJCR

Received for filing in Electronic Format on the: **26/06/2023**

**Details of Charge**

Date of creation: **23/06/2023**

Charge code: **0020 0086 0109**

Persons entitled: **DELAWARE TRUST COMPANY**

Brief description: **SHIP SUBJECT TO A CHARGE: M.V. "DEEP BLUE" REGISTERED UNDER BAHAMAN FLAG WITH OFFICIAL NUMBER 8000241 AND IMO NUMBER 9215359**

**Contains fixed charge(s).**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WATSON FARLEY & WILLIAMS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 200086

Charge code: 0020 0086 0109

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2023 and created by TECHNIP UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th June 2023 .

Given at Companies House, Cardiff on 27th June 2023

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**

# SAVILLE & CO

— SCRIVENER NOTARIES —

Saville Notaries LLP 11 Old Jewry London EC2R 8DU

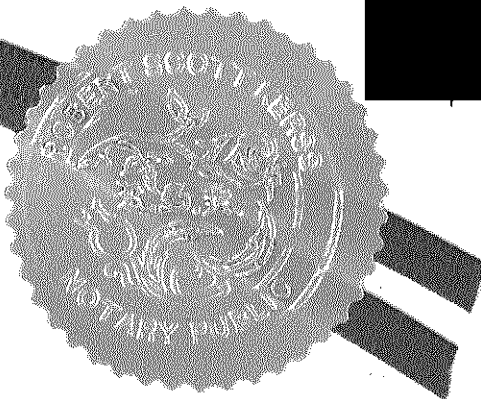
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Sophie Milburn Nicholas Thompson Robert Kerss Andrew MacNab Christopher Higgins\*

Eleonora Ceolin\* Kyriaki Manika\* Saffiyah Mengrani\*

TO ALL TO WHOM THESE PRESENTS SHALL COME, ROBERT SCOTT KERSS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY that I was present in London, England and did see HUGUES ERIC HOUNKPATI as and for the act of deed of the company styled **TECHNIP UK LIMITED** of England, in due form of law sign and deliver the **instrument of mortgage** hereunto annexed relating to the vessel "**DEEP BLUE**" and that the signature thereto subscribed is of the own, true and proper handwriting of the said Hugues Eric Hounkpati, whose personal identity and capacity I attest and whose authority to sign for and on behalf of the said company as its duly authorised attorney-in-fact under and by virtue of a power of attorney dated 12<sup>th</sup> June 2023, I the notary also certify.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this twenty third day of June two thousand and twenty three.

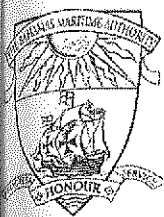


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Regulated through the Faculty Office of the Archbishop of Canterbury

\*General Notary





# THE COMMONWEALTH OF THE BAHAMAS MORTGAGE REGISTRATION FORM

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|  |                              |   |                                   |
|--|------------------------------|---|-----------------------------------|
| Official Number<br><b>8000241</b>  | IMO Number<br><b>9215359</b> | Name of Ship<br><b>DEEP BLUE</b>                                      | Port of Registry<br><b>NASSAU</b> |
| Propulsion and Engine Details  |                              | Vessel Dimensions   |                                   |
| Propulsion: <b>Twin or more Propeller</b><br>Type of Engines: <b>Diesel Electric</b><br>Total Power: <b>11000 KW</b> |                              | Length: 193.17 metres<br>Breadth: 33.43 metres<br>Depth: 17.80 metres |                                   |

## Particulars of Tonnage

|                            |                          |
|----------------------------|--------------------------|
| GROSS TONNAGE: 33,822 tons | NET TONNAGE: 10,147 tons |
|----------------------------|--------------------------|


WHEREAS (a) there is an Account Current between (1) Technip UK Limited, a company incorporated in England & Wales, whose registered office is at Hadrian House, Incomblee Road, Newcastle Upon Tyne, NE6 3PL, United Kingdom as mortgagor (hereinafter called the "Mortgagor") and (2) Delaware Trust Company acting through its office at 251 Little Falls Drive, Wilmington, DE 19808 as mortgagee (hereinafter called the "Mortgagee") regulated by (i) a credit agreement originally dated 16 February 2021, as amended from time to time, including by a fifth amendment dated as of 24 April 2023, among, *inter alia*, (1) TechnipFMC plc, FMC Technologies, Inc. and TechnipFMC Finance Limited, as borrowers (collectively, the "Borrowers"), (2) the banks and financial institutions referred to in Schedule 2.01 (*Commitments*) thereto as lenders, (3) JPMorgan Chase Bank, N.A., acting as administrative agent, (ii) a guarantee dated as of 16 February 2021, as confirmed pursuant to a reaffirmation agreement dated as of 24 May 2023, among, *inter alia*, (1) the Mortgagor, (2) the Borrowers and (3) JPMorgan Chase Bank, N.A., acting as administrative agent (in such capacity, "JPMorgan"), in respect of the obligations of the Borrowers under the above-mentioned credit agreement, (iii) a performance LC credit agreement dated as of 24 April 2023, among, *inter alia*, (1) the Borrowers, (2) the banks and financial institutions referred to in Schedule 2.01 (*Commitments*) thereto as lenders, (3) DNB BANK ASA NEW YORK BRANCH, acting as administrative agent (in such capacity, "DNB") and green advisor, (iv) a guarantee dated as of 24 April 2023, among, *inter alia*, (1) the guarantors listed therein, (2) the Borrowers and (3) DNB, in respect of the obligations of the Borrowers under the above-mentioned performance LC credit agreement under which the Mortgagor became a guarantor pursuant to a supplement to the guarantee dated as of 24 May 2023, (v) a pari passu intercreditor agreement dated as of 24 April 2023, among, *inter alia*, (1) JPMorgan, (2) DNB and (3) the grantors listed therein from time to time, including the Mortgagee through its execution of a joinder to the intercreditor agreement dated as of 24 May 2023, and (vi) a deed of covenant bearing even date herewith to which document the Mortgagor and the Mortgagee are parties (which said credit agreement, 2021 guarantee, performance LC credit agreement, 2023 guarantee, pari passu intercreditor agreement and deed of covenant as the same may from time to time be amended, amended and restated, supplemented, transferred, replaced or otherwise modified are hereinafter called the "Credit Agreement", the "2021 Guarantee", the "Performance Credit Agreement", the "2023 Guarantee", the "Pari Passu Intercreditor Agreement" and the "Deed of Covenant" respectively) and WHEREAS pursuant to the Credit Agreement and the Performance Credit Agreement, the Mortgagor has agreed to execute this second Mortgage in favour of the Mortgagee for the purpose of securing payment by the Mortgagor to the Mortgagee of all sums for the time being owing to the Mortgagee in the manner and at the times set forth in the Credit Agreement, the 2021 Guarantee, the Performance Credit Agreement, the 2023 Guarantee, the Pari Passu Intercreditor Agreement and the Deed of Covenant or any of them and WHEREAS the amount of principal, interest and other moneys due to the Mortgagee at any given time and the manner and time of payment can be ascertained by reference to the Credit Agreement, the 2021 Guarantee, the Performance Credit Agreement, the 2023 Guarantee, the Pari Passu Intercreditor Agreement and the Deed of Covenant or any of them and/or to the books of account (or other accounting records) of the Mortgagee.

Now we (b) Technip UK Limited, in consideration of the premises for ourselves and our successors, covenant with the said (c) Delaware Trust Company and (d) its assigns to pay to him or them or to the sums for the time being due on this security, whether by way of principal or interest, at the times and manner aforesaid. And for the purpose of better securing to the said (c) Delaware Trust Company the payment of such sums as last aforesaid, we do hereby mortgage to the said (c) Delaware Trust Company forty-four sixty-fourth (64/64th) shares of which we are the Owners in the Ship above particularly described, and in her boats, guns, ammunition, small arms and accoutrements.

And we, for ourselves and our successors, covenant with the said (c) Delaware Trust Company and (d) its assigns that we have the power to mortgage in manner aforesaid the above mentioned shares, and that the same are free from encumbrances (e) save as appears by the Registry of the Ship.

In witness whereof we have affixed our common seal executed this 23<sup>rd</sup> day of June 2023

|      |  |  |
|------|--|--|
| Seal | Individual/Corporation   | Attestation  |
|      | Technip UK Limited<br>name of individual/corporation<br>per.....<br>signature as Individual/Director/Secretary/<br>Officer/Attorney-in-fact (h)<br><br>signature as Individual/Director/Secretary/<br>Officer/Attorney-in-fact (h) | I, (f).....<br>of (g).....<br>hereby testify that in my presence<br>(i) this Mortgage was signed by<br>.....<br>as Individual/ Director/Secretary/Officer/<br>Attorney-in-fact (h)<br>and .....<br>as Individual/Director/Secretary/Officer/<br>Attorney-in-fact (h) |

|  |   |
|--|---|
| in the presence of the witness whose<br> (Robert S. Keress) | and<br>(ii) the corporate seal (h)/personal seal (h) of<br>the transferor was affixed this ..... day of .....<br>Signature of witness ..... |
|--|---|

Here state by way of recital that there is an account current between the Mortgagor (describing the company and its address) and the Mortgagee (giving full title, address and description, including all joint mortgages), and describe the nature of the transaction so as to show how the amount of principal and interest due at any given time is to be ascertained, and the manner and time of payment, (b) Name of company, (c) Full name of Mortgagee, (d) "his", "hers" or "its", (e) If any prior encumbrance and save as appears by the registry of the ship", (f) name of witness, (g) address of witness, (h) delete as applicable.

NOTE: The witness to the execution of the document must be a disinterested party, independent of the body corporate or individual executing it e.g. Notary Public, Registrar, Officer, Magistrate, Justice of Peace. A director, officer or employee of a transferor which is a body corporate should not be an attesting witness.



## THE COMMONWEALTH OF THE BAHAMAS MORTGAGE REGISTRATION FORM

(Page 2 of 2)

| Official Number | IMO Number | Name of Ship | Port of Registry |
|-----------------|------------|--------------|------------------|
| 8000241         | 9215359    |              | NASSAU           |

### TRANSFER OF MORTGAGE

the within mentioned  
 consideration of  
 day paid to me/us (a) by .....

hereto transfer to it/him/her/them (a) the benefit of the within-written security. In witness whereof I/we (a)  
 hereto affixed our seal this ..... day of .....

| Seal | Individual/Corporation   | Attestation   |
|------|--|---|
|      | name of individual/corporation<br>per .....<br>signature as Individual/Director/Secretary/<br>Officer/Attorney-in-fact<br>.....<br>signature as Individual/Director/Secretary/<br>Officer/Attorney-in-fact<br>.....<br>in the presence of the witness whose<br>attestation is given opposite | I, (b) .....<br>of (c) .....<br>hereby testify that in my presence<br>(i) this Transfer of mortgage was signed<br>by .....<br>as Individual/Director/Secretary/Officer/<br>Attorney-in-fact (a)<br>and .....<br>as Individual/Director/ Secretary/Officer/<br>Attorney-in-fact (a)<br>and<br>(ii) the corporate seal/personal seal (a) of<br>the transferor was affixed this ..... day of .....<br>Signature of witness ..... |

### MEMORANDUM OF DISCHARGE

by individual or Joint Mortgagees

received the sum of .....  
 discharge of this within-written security. Dated at ..... this ..... day of .....  
 in witness whereof we have hereto affixed our common seal this ..... day of .....

|  |  |
|--|--|
| name of individual/corporation<br>per .....<br>signature as Individual/Director/Secretary/<br>Officer/Attorney-in-fact<br>.....<br>signature as Individual/Director/Secretary/<br>Officer/Attorney-in-fact | I, (b) .....<br>of (c) .....<br>hereby testify that in my presence<br>(i) this Discharge of mortgage was signed<br>by .....<br>as Individual/Director/Secretary/Officer/<br>Attorney-in-fact (a)<br>and .....<br>as Individual/Director/Secretary/Officer/<br>Attorney-in-fact (a) |
|--|--|

|  |  |  |
|--|--|--|
|  | <p>.....</p> <p>in the presence of the witness whose<br/>attestation is given opposite</p> | <p>and</p> <p>(ii) the corporate seal/personal seal (a) of<br/>the mortgagee was affixed this ..... day of .....</p> <p>Signature of witness .....</p> |
| <p>..... as appropriate, (b) insert name of witness, (c) insert address of witness</p> <p><b>NOTE:</b> The witness to the execution of the document must be a disinterested party, independent of the body corporate or individual executing it e.g. Notary Public,<br/>Municipal Officer, Magistrate, Justice of Peace. A director, officer or employee of a transferor which is a body corporate should not be an attesting witness.</p> |  |  |