

MG01

Particulars of a mortgage or charge

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland☒ **What this form is NOT for**You cannot use this form to re-
register particulars of a charge for a S
company. To do this, please use
form MG01s

FRIDAY



"R17PXTY9"

RM 27/04/2012

#317

COMPANIES HOUSE

1 Company details

Company number 0 2 6 5 1 0 8 2

Company name in full Rumford Tankers Limited (the "Company")

For official use

→ Filling in this formPlease complete in typescript or in
bold black capitalsAll fields are mandatory unless
specified or indicated by ***2 Date of creation of charge**

Date of creation d 3 0 m 0 3 y 2 0 1 2

3 DescriptionPlease give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A First Priority Mortgage Amendment Deed ("Amendment Deed") entered into between (i) the Company and (ii)
Standard Chartered Bank (the "Security Trustee")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Mortgage no longer secures the Loan Agreement but secures the obligations of the Company under the Amended and Restated Loan Agreement and the account current between the Company and the Security Trustee is now regulated by the Amended and Restated Loan Agreement, the Master Agreement, the Mortgage, the Amendment Deed and the Deed of Covenants. The Mortgage secures all sums due under the Amended and Restated Loan Agreement, the Master Agreement and the Deed of Covenants as well as the performance and fulfilment of all the obligations of the Company towards the Security Trustee arising from the Amended and Restated Loan Agreement, the Master Agreement and the Deed of Covenants.

DEFINITIONS

"Agent" means Standard Chartered Bank,

"Agreed Form" means in relation to any document in the form approved in writing by the Agent (acting on the instructions of all the Lenders) and a

Continuation pagePlease use a continuation page if
you need to enter more details

Continued from page 1

Borrower, or as otherwise approved in accordance with any other approval procedure specified in any relevant provision of any Finance Document,

"Amended and Restated Loan Agreement" means the Loan Agreement as amended and restated by a deed of amendment and restatement dated 26 March 2012 between, inter alia, (i) the Borrowers, (ii) the banks and financial institutions listed in schedule 1 thereto as lenders, (iii) the banks and financial institutions listed in schedule 2 thereto as swap banks, (iv) the Agent and (v) the Security Trustee ,

"Amendment Deed" means the deed dated 26 March 2012 pursuant to which the Loan Agreement is amended and restated,

"Borrowers" means Huskisson Shipping Limited, Rumford Tankers Limited and Bibby North Star Limited;

"Deed of Covenant" means a deed of covenant collateral to the Mortgage between the Owner and the Security Trustee;

"Designated Transaction" has the meaning given to such term in the Loan Agreement,

"Loan Agreement" means the loan agreement dated 26 March 2012 and made between (i) the Borrowers, (ii) the banks and financial institutions listed in schedule 1 thereto as lenders (the **"Lenders"**), (iii) the banks and financial institutions listed in schedule 2 thereto as swap banks, (iv) the Agent and (v) the Security Trustee,

"Master Agreement" means each master agreement (on the 2002 ISDA (Multicurrency - Crossborder) form) in the Agreed Form made between Huskisson Shipping Limited or Rumford Tankers Limited and a Swap Bank and includes all Designated Transactions from time to time entered into and Confirmations from time to time exchanged under the master agreement,

"Mortgage" means a first priority mortgage executed by Rumford Tankers Limited, Huskisson Shipping Limited and Standard Chartered Bank, registered and dated on 21 April 2010 at 18 55 hrs,

"Swap Bank" means a bank or financial institution listed in schedule 2 of the Loan Agreement and acting through its branch indicated in schedule 2 of the Loan Agreement.

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

Standard Chartered Bank

Address

5th Floor, Basinghall Avenue,
London

Postcode

E C 2 V 5 D D

Name

Address

Postcode

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

The Company in consideration of the premises for themselves and their successors, covenanted with the Security Trustee and its assigns, to pay to him or them or it 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 securing to the said Security Trustee the layment of such sums as last aforesaid, the Company mortgaged to the Security Trustee all the shares, of which the Company is owners in the Ship and in her boats and appurtenances

Negative Pledge

In accordance with clause 11 2(b) of the Loan Agreement, the Company will not create or permit to arise any Security Interest (except for Permitted Security Interests) over any other asset, present or future (including, but not limited to, the Company's rights against a Swap Counterparty under a Master Agreement or all or any part of the Company's interest in any amount payable to the Company by a Swap Counterparty under a Master Agreement

DEFINITIONS

"Finance Document" has the meaning given to the term in the Loan Agreement,

"Permitted Security Interests" means

- (a) Security Interests created by the Finance Documents,
- (b) Security Interests created by the Polans Finance Documents,
- (c) liens for unpaid master's and crew's wages in accordance with usual maritime practice,
- (d) liens for salvage,
- (e) liens arising by operation of law for not more than 2 months' prepaid hire under any charter in relation to the Ship not prohibited by the Loan Agreement,
- (f) liens for master's disbursements incurred in the ordinary course of trading and any other lien arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Ship, provided such liens do not secure amounts more than 30 days overdue (unless the overdue amount is being contested by any Borrower in good faith by appropriate steps) and subject, in the case of liens for repair and maintenance, to Clause 14 13(d) of the Loan Agreement,
- (g) any Security Interest created in favour of a plaintiff or defendant in any proceedings or arbitration as security for costs and expenses where a Borrower is actively prosecuting or defending such proceedings or arbitration in good faith, and
- (h) Security Interests arising by operation of law in respect of taxes which are not overdue for payment or in respect of taxes being contested in good faith by appropriate steps and in respect of which appropriate reserves have been made,

"Polaris Finance Documents" has the meaning given to such term in the Loan Agreement;

"Security Interest" means

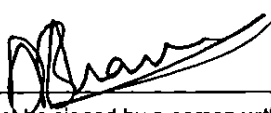
- (a) a mortgage, charge (whether fixed or floating) or pledge, any maritime or other lien or any other security interest of any kind;
- (b) the security rights of a plaintiff under an action in rem, and
- (c) any arrangement entered into by a person (A) the effect of which is to place another person (B) in a position which is similar, in economic terms, to the position in which B would have been had he held a security interest over an asset of A, but this paragraph (c) does not apply to a right of set off or combination of accounts conferred by the standard terms of business of a bank or financial institution,

"Ship" means the diving support vessel of 6,064 gross registered tons and 1,820 net registered tons and having IMO number 9268150 owned by Huskisson Shipping Limited and Rumford Tankers Limited and registered in their name under Maltese flag with the name "BIBBY SAPPHIRE" and includes any share or interest in that vessel and its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether now owned or hereafter acquired; and

"Swap Counterparty" means at any relevant time and in relation to a continuing Designated Transaction, the Swap Bank which is a party to that Designated Transaction

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7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount		
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9	Signature Please sign the form here Signature <div style="text-align: center;"></div> This form must be signed by a person with an interest in the registration of the charge	

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name
DIPESH BHARANIA

Company name
WATSON, FARLEY & WILLIAMS LLP

Address
15 APPOLD STREET

Post town
LONDON

County/Region

Postcode
E C 2 V 5 D D

Country

DX

Telephone



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2651082
CHARGE NO. 47**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIRST PRIORITY MORTGAGE
AMENDMENT DEED EXECUTED OUTSIDE THE UNITED
KINGDOM OVER PROPERTY SITUATED THERE DATED 30
MARCH 2012 AND CREATED BY RUMFORD TANKERS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO STANDARD CHARTERED BANK UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 27 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 MAY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES