

MR01

Particulars of a charge



Companies House

156/00227

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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.companieshouse.gov.uk

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
will be scanned and placed on the public record. **Do not send the original**



A26 *A4ZKN9VT* #154
28/01/2016
COMPANIES HOUSE

THURSDAY

1 Company details

Company number

03783705

Company name in full

CANISBROOK SHIPPING HOLDINGS LIMITED

76 For official use

→ Filing 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

19 01 2016

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

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK
FRANKFURT AM MAIN

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

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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

N/A ASSIGNMENT OF INSURANCES HELONC

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  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

Loic BRASQUER

Company name

FELGENAUN RINDFLEISCH GARN

Address

2 WHITE LION COURT
CORNHILL

Post town

LONDON

County/Region

Postcode

EC3V3NP

Country

DX

Telephone

0207481111

**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 £13 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.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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3783705

Charge code. 0378 3705 0076

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th January 2016 and created by CARISBROOKE SHIPPING HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th January 2016.

Given at Companies House, Cardiff on 1st February 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ASSIGNMENT OF INSURANCES
BY
THE ASSURED

MV "HELEEN C"

25th January
2016

Certified True Copy


Dr. Hauke Rittscher
Attorney-in-Fact

**EHLERMANN
RINDFLEISCH
GADOW**

RECHTSANWÄLTE
PARTNERSCHAFT MB&B

BALLINDAMM 26 20095 HAMBURG

TELEFON +49 40 37 48 14 - 0

TELEFAX +49 40 37 48 14 - 30

INTERNET WWW.ERG-LEGAL.COM

CARISBROOKE SHIPPING HOLDINGS LTD
Cowes, Isle of Wight, United Kingdom

and

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN
Frankfurt am Main, Federal Republic of Germany

THIS ASSIGNMENT OF INSURANCES is made the 19th January, 2016 between

- A **CARISBROOKE SHIPPING HOLDINGS LTD**, a company organized and existing under the laws of England and Wales having its registered offices at 38 Medina Road, Cowes, Isle of Wight, United Kingdom, (the "**Assignor**"), and
- B **DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN**, a banking institution organized and existing under the laws of the Federal Republic of Germany having its business address at Platz der Republik, 60265 Frankfurt am Main, Federal Republic of Germany, acting through its branch at Berliner Allee 5, 30175 Hannover, Germany, (the "**Assignee**")

WHEREAS

- I Pursuant to the terms of a loan agreement dated 19th January, 2016 (as from time to time amended, varied and/or supplemented the "**Loan Agreement**") made between the Assignee as lender on the one side and BRIDGE SHIPPING LIMITED, a limited company organized and existing under the laws of the United Kingdom having its registered offices at 38 Medina Road, Cowes, Isle of Wight, United Kingdom, (the "**Borrower**") as borrower on the other side, it was agreed amongst other things that the Assignee would make available to the Borrower upon the terms and conditions therein described a term loan facility of up to United States Dollars eight million five hundred thousand (USD 8,500,000 00) (the "**Loan**") for the purpose of assisting the Borrower in financing the Borrower's motor vessel "Heleen C", IMO No 9331490 (the "**Vessel**") and the Borrower's motor vessels "Amy C", IMO No 9331505 and "Sally Ann C" IMO No 9338151, and
- II The Assignor is assured under the insurances of the Vessel, and
- III Pursuant to the terms of the Loan Agreement and in order to secure the due and punctual payment of all amounts due or to become due and payable under the Loan Agreement as acceded to by the Co-Debtor and under any security documents relating thereto (together the "**Secured Claims**") the Borrower has agreed, inter alia, to execute and deliver a first priority Manx ship mortgage over the Vessel in favour of the Assignee and, furthermore, to cause the Assignor as assured to execute and deliver to the Assignee this Assignment of Insurances (the "**Assignment**")

NOW IT IS HEREBY AGREED as follows

- 1 THE terms used in this Assignment (where the context so admits) shall have the same meaning as defined in the Loan Agreement
- 2 IN consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Assignor) and as security for the Secured Claims the Assignor hereby assigns and agrees to assign irrevocably and unconditionally and absolutely with full title guarantee to the Assignee
- (a) any and all the Assignor's rights, title, benefits and interest, present and future, in and to the insurances relating to the Vessel and all profits and proceeds thereof including without limitation any loss of hire and all moneys and claims for money due or to become due to the Assignor with respect to the actual or constructive or agreed or arranged or compromised total loss or requisition for title or other compulsory requisition of the Vessel and all claims for damages or compensation with respect to such loss or requisition for title or compulsory requisition (with the exception of requisition hire), and

- (b) all policies and contracts of insurances whatsoever including without limitation all entries in a protection and indemnity association or club that have been or may hereafter during the subsistence of this Assignment be taken out in respect of the Vessel, her hull and machinery, her increased value, her earnings, her freights disbursements profits or otherwise howsoever and all the benefits thereof including all claims of whatsoever nature and returns of premiums

All the properties assigned in **Clause 2 (a) and (b)** hereof are hereinafter together called the "**Insurances**"

The Assignee hereby accepts such assignment Should the Loan Agreement in whole or in part or any security document relating thereto be void, effectively contested, revoked, cancelled or be invalid or unenforceable for whatsoever reason, this Assignment shall also secure the resulting contractual or statutory claims of the Assignee against the Assignor and any such claims shall be regarded as forming part of the Secured Claims

3 THE Assignor warrants and covenants as follows

- (a) that it will procure that all documents in respect of the Insurances or any of them shall contain a loss payable clause substantially in the following form or any other form that the Assignee may in its absolute discretion demand or approve

"LOSS PAYABLE CLAUSE

MV "Heleen C" (the "Vessel")

*It is noted that by an Assignment in writing dated the 19th January, 2016 **BRIDGE SHIPPING LIMITED** of Cowes, Isle of Wight, United Kingdom (the "**Owner**") as owner of the Vessel, and by an assignment in writing dated 19th January, 2016 **CARISBROOKE SHIPPING HOLDINGS LTD** (the "**Assured**") as assured assigned absolutely to **DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN** of Frankfurt am Main, Federal Republic of Germany, (the "**Mortgagee**"), this policy and all benefits thereof including all claims of whatsoever nature (including return of premiums) hereunder*

Claims hereunder payable in respect of a total or constructive total or an arranged or agreed or compromised total loss or unrepaired damage and all claims which in the opinion of the Mortgagee are analogous thereto shall be payable to the Mortgagee up to its mortgage interest

Subject thereto all other claims unless and until underwriters have received notice from the Mortgagee of a default under any mortgage on the Vessel in favour of the Mortgagee in which event all claims hereunder shall be payable directly to the Mortgagee up to its mortgage interest as follows

- (i) *a claim in respect of any one casualty where the aggregate claim against all insurers does not exceed either five (5) percent of the insured value of the Vessel or the amount of United States Dollars two hundred fifty thousand (USD 250,000 00) or the equivalent in any other currency, whichever might be the lower, shall be paid directly to the Assured,*

- (ii) *a claim in respect of any one casualty where the aggregate claim against all insurers exceeds either five (5) percent of the insured value of the Vessel or the amount of United States Dollars two hundred fifty thousand (USD 250,000 00) or the equivalent in any other currency, whichever might be the lower, shall only be paid out according to the prior written instructions of the Mortgagee*

Notwithstanding the terms of this Loss Payable Clause and the said Assignment unless and until the Brokers receive notice from the Mortgagee to the contrary, the Broker shall be empowered to arrange the distribution of proportion of any collision and/or salvage guarantee to be given in the event of bail being required in order to prevent the arrest of the Vessel or to secure the release of the Vessel from arrest following a casualty

All collections are to be made through _____ as Brokers "

- (b) that it will apply all amounts paid to it pursuant to the terms of this Assignment for the purpose of making good the loss and fully repairing all the damage in respect of which those amounts are paid or to reimburse the Assignor for moneys expended by it in order to make good the loss and repairing the damage,
- (c) that it will hold the original copies of any and all documents whatsoever in connection with the Insurances to the order of the Assignee and will not terminate or amend any of the Insurances without the prior written consent of the Assignee,
- (d) that if by reason of anything done omitted or knowingly suffered to be done or omitted by the Assignor the Insurances shall at any time become void the Assignor at its own cost will forthwith effect new insurances with insurers and brokers and on terms approved by the Assignee and will forthwith (if so required by the Assignee) execute an assignment of any such new insurances in favour of the Assignee and will pay any amounts payable by way of premium under the new insurances and such new insurances shall in any event be deemed to be one of the Insurances to which all the provisions hereof shall apply,
- (e) that it will forthwith give notice of the assignment of the Insurances contained in this Assignment to each of the relevant brokers, insurance officers, companies, underwriters, protection and indemnity association or club and shall from time to time provide the Assignee with letters of undertaking in form and substance as set out in the **Annex** attached hereto

4 THE benefits and proceeds of all or any of the Insurances shall be distributed in accordance with the terms of the Loss Payable Clause set out in **Clause 3 (a)** hereof and any and all amounts so paid to the Assignee shall, upon the happening of any of the following events – (i) the Secured Claims have become due and payable and any of the Co-Debtors is in default with the payment thereof (*Verzug*) or (ii) any of the Co-Debtors has ceased the payment of its debt (*Zahlungseinstellung*) or (iii) any of the Co-Debtors has applied for the opening of legal insolvency proceedings on its assets (each an "**Enforcement Event**") – shall be applied

- (a) firstly, for reimbursement of all expenses, fees and costs of whatsoever nature incurred by the Assignee, its advisor(s) and/or legal counsel(s) in or about or incidental to the enforcement of the rights, title, interest and benefits hereby assigned and/or the exercise of their powers aforesaid,
- (b) secondly, for repayment of all outstanding amounts under the Loan Agreement, and/or the security documents relating thereto, and

(c) the balance no longer needed, to the Assignor unless the Assignee is obliged to transfer these proceeds to a third party which has compensated the Assignee

5 NOTWITHSTANDING the foregoing the Assignor remains liable to perform all the obligations to be performed by it under the Insurances of the Vessel and the Assignee shall have no obligation of any kind whatsoever in the event of any failure by the Assignor to perform its obligations thereunder

6 THE Assignor warrants that it has not assigned, mortgaged, charged, pledged or otherwise disposed of all or any part of the Insurances to anyone other than the Assignee and covenants that it will not hereafter assign mortgage charge pledge or otherwise dispose of the same to anyone other than the Assignee

7 THE Assignee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it hereunder or to make any claim or take any other action to collect moneys or to enforce any rights and benefits hereby assigned to the Assignee or to which the Assignee may be entitled at any time hereunder

8 THE Assignor may not assign or otherwise transfer, pledge or encumber in any other way any of its rights under this Assignment

9 THE Assignee shall have the right at any time to transfer and/or assign all or part of its rights and obligations under this Assignment to any third party

10 THE Assignee shall have the right at any time and from time to time to transfer all or part of its rights and obligations under this Assignment in connection with a transfer of all or part of its participation in the Loan for refinancing purposes

11 THIS Assignment shall be binding upon, and shall inure to the benefit of the Assignee, its successors and their respective successors (in each case whether by merger, amalgamation, consolidation, take over or otherwise, and each such case being a "succession" in the sense of this Clause), transferees and/or assignees as the case may be, and each party hereby agrees that from the completion of the succession this Assignment shall be read and construed as if all references to the Assignee were references to the relevant successor

In connection with any assignment, transfer and/or sub-participation under this Clause the Assignee may disclose confidential information

12 SO far as may be necessary to give effect to this Assignment the Assignor hereby irrevocably appoints the Assignee its attorneys for the purpose of doing in the name of the Assignor all acts which the Assignor could do in relation to the Insurances provided that the provisions of this Clause 12 shall take effect only from and after the occurrence of an Event of Default or an Enforcement Event

13 ON discharge in full of all the obligations hereby secured the Assignee, on demand and at the Assignor's expense, shall reassign to the Assignor without recourse to the Assignee all of the subject matter of this Assignment

14 ANY notice, demand or other communication to be given pursuant hereto shall be by letter or registered letter or telefax, with a copy thereof being sent by email, and addressed

- if to the Assignor, to

CARISBROOKE SHIPPING HOLDINGS LTD
38 Medina Road,
Cowes, Isles of Wight,
United Kingdom

- if to the Assignee, to

DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT
AM MAIN
Kredit
Zweigniederlassung Hannover
Kredit
Mareike Muller
Berliner Allee 5
30175 Hannover
Germany

Fax +49 511 9919 263
E-Mail mareike.mueller@dzbank.de

or to such other address as the Assignee may notify to the other in writing

15 ALL demands and notices made or given hereunder to the Assignor shall be deemed to be sufficiently made or given if in writing addressed to the Assignor, or to such other address as may from time to time be notified by the Assignor to the Assignee and shall be deemed to be validly given and received on the date of despatch if sent by telefax and three (3) days after having been posted if sent by post

16 THE terms and conditions set out in this Agreement shall, unless otherwise specifically provided, be governed by and construed in accordance with the laws of the Federal Republic of Germany and by the Assignor's acceptance hereof the Assignor submits to the jurisdiction of the courts in Frankfurt am Main, Federal Republic of Germany. However, the Assignee reserves the right to choose as place of jurisdiction any place where the Vessel is situated or the place where the Assignor is located

NOTHING in this Clause shall affect the right of the Assignee to serve process in any manner permitted by law or limit the right of the Assignee to proceed against the Assignor in any other jurisdiction

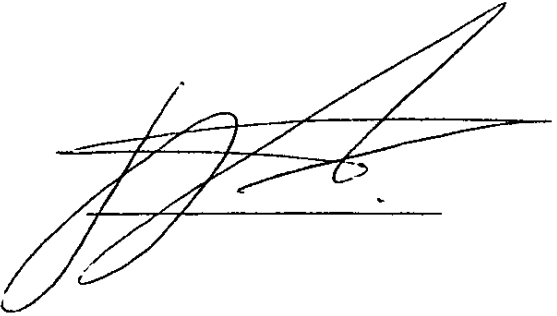
17 THE Assignor undertakes to pay on first demand to the Assignee on an indemnity basis all costs and expenses (including, but not limited to, legal costs) incurred by the Assignee for or in connection with this Assignment, and all costs for the actual or attempted enforcement at any time of the Assignee's rights under this Assignment to the extent incurred by the Assignee as expenses of maintenance of business for the Assignor with or without instruction (*Geschäftsführung mit oder ohne Auftrag*) and having been regarded by the Assignee as necessary and reasonable. Nothing herein shall limit the right of the Assignee to claim from the Assignor further compensation for damages suffered (*Schadenersatz*) as a result of the Assignor having failed to make payments under this Agreement on the due date for such payment

- 18 IF any provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remaining provisions hereof. In such event the parties shall substitute the invalid and/or unenforceable provision(s) by valid and enforceable provision(s) implementing the intentions of the parties.
- 19 THE Assignor agrees that any writ, notice of judgement or other legal process or document in connection with such proceeding may be served upon the Assignor by delivering the same to LÖWENSTEIN INVEST VIER GmbH, Rabensteinplatz 1, 04103 Leipzig, Germany as process agent (the "**Process Agent**") The Assignor may replace the Process Agent by notifying the Assignee of another person in the Federal Republic of Germany six (6) months prior to the effectiveness of such replacement.

IN WITNESS WHEREOF this Assignment has been duly executed the day and year first above written

SIGNED by)
Eijs van Nieuwkoop)
for and on behalf of)
CARISBROOKE SHIPPING HOLDINGS LTD)

SIGNED by)
_____)
for and on behalf of)
DZ BANK AG DEUTSCHE ZENTRAL-)
GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN)



- 18 IF any provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remaining provisions hereof. In such event the parties shall substitute the invalid and/or unenforceable provision(s) by valid and enforceable provision(s) implementing the intentions of the parties.
- 19 THE Assignor agrees that any writ, notice of judgement or other legal process or document in connection with such proceeding may be served upon the Assignor by delivering the same to LÖWENSTEIN INVEST VIER GmbH, Rabensteinplatz 1, 04103 Leipzig, Germany as process agent (the "Process Agent"). The Assignor may replace the Process Agent by notifying the Assignee of another person in the Federal Republic of Germany six (6) months prior to the effectiveness of such replacement.

IN WITNESS WHEREOF this Assignment has been duly executed the day and year first above written

SIGNED by

_____)
for and on behalf of)

CARISBROOKE SHIPPING HOLDINGS LTD.)

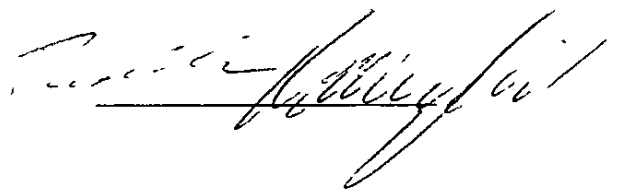
SIGNED by

Alexander Padrok / Roswitha Nowka-Daniel)

for and on behalf of)

DZ BANK AG DEUTSCHE ZENTRAL-)

GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN)



Annex

NOTICE OF ASSIGNMENT OF INSURANCES

MV "HELEEN C" (the "Vessel")

We, **CARISBROOKE SHIPPING HOLDINGS LTD**, a company organised and existing under the laws of England and Wales, having its registered office at 38 Medina Road, Cowes, Isle of Wight, United Kingdom, (the "**Assignor**"), are an assured under the insurances of the Vessel registered in the ownership of **BRIDGE SHIPPING LIMITED**, a limited company organized and existing under the laws of the United Kingdom having its registered offices at 38 Medina Road, Cowes, Isle of Wight, United Kingdom

WE HEREBY GIVE NOTICE that by an assignment in writing dated 19th January, 2016 we as an assured have assigned absolutely to **DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK, FRANKFURT AM MAIN** of Frankfurt am Main, Federal Republic of Germany, (the "**Assignee**") as mortgagee of the Vessel

- a) all the Assignor's rights, title, benefits and interest, present and future, in and to the Insurances relating to the Vessel and all profits and proceeds thereof including without limitation any loss of hire and all moneys and claims for money which may become due to us with respect to the actual or constructive or agreed or arranged or compromised total loss or requisition for title and other compulsory requisition of the Vessel and all claims for damages or compensation with respect to such loss or requisition for title or other compulsory acquisition (with the exception of requisition hire), and
- b) all policies of insurance contracts of insurances including all entries in a protection and indemnity association or club that have been or may during the subsistence of the assignment be taken out in respect of the Vessel, her hull and machinery, her increased value, her earnings, her freights disbursements profits or otherwise howsoever and all the benefits thereof including all claims of whatsoever nature and returns of premiums

All moneys are to be paid and applied in accordance with the terms of the Loss Payable Clause attached hereto and in case the Assignee notifies the underwriters to the contrary all monies are to be paid to the order of the Assignee. None of the aforesaid policies, contracts or entries may be amended or terminated without the prior written consents of the Assignee

Dated _____, 2016

SIGNED by _____)
 _____)
 for and on behalf of _____)
CARISBROOKE SHIPPING HOLDINGS LTD)