

MR01

Particulars of a charge

134036/196



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

FRIDAY



A3AX7K88

A08

27/06/2014

#110

COMPANIES HOUSE

1 Company details

Company number 0 7 9 7 8 7 3 6

Company name in full Bibby North Star Limited

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 01 09 2006 20 01 14

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 Wilmington Trust (London) Limited

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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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

The diving support vessel "BIBBY POLARIS" registered in the ownership of Bibby North Star Limited under the flag of the United Kingdom with Official Number 901941.

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)

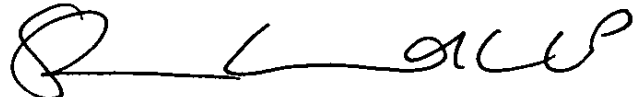
9

Signature

Please sign the form here

Signature

Signature

×  ×

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

Company name

Stephenson Harwood LLP

Address

1 Finsbury Circus

London

Post town

County/Region

Postcode

E C 2 M 7 S H

Country

DX DX 64, Chancery Lane

Telephone

020 7329 4422



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. 7978736

Charge code: 0797 8736 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th June 2014 and created by BIBBY NORTH STAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2014

DX

Given at Companies House, Cardiff on 2nd July 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Maritime &
Coastguard
Agency

An Executive Agency of the Department for Transport
Merchant Shipping Act 1995



Mortgage of a Ship

to secure Account Current etc/other obligation

- If there is more than one mortgagor then a separate mortgage is required from each mortgagor, unless shares are jointly held
- In respect of fishing vessels mortgages may be registered only against those registered with FULL registration
- The prompt registration of a mortgage deed with the Registry is essential to establish the priority of the mortgage. This is because the priority of the mortgage is determined by the date on which it is produced for registration and not from the date of the mortgage itself
- If the mortgagor is a company the mortgage must be registered with the Registrar of Companies within 21 days of its execution
- It is important that the Registry is informed of any changes
- Please write in black ink using BLOCK CAPITALS, and tick boxes where appropriate

The mortgage reference no (issued by the mortgagee) is

SECTION 1 DETAILS OF THE SHIP

IS THIS MORTGAGE IN RESPECT OF A FISHING VESSEL?

Yes ☐ No ☒

Name of ship

BIBBY POLARIS

Official number

901941

SECTION 2 THE MORTGAGE

OFFICIAL USE ONLY Mortgage (priority)	entered in the Register on (date)	at (time)	Whereas there is	a guarantee and indemnity
			between	Bibby North Star Limited
				a company incorporated according to the laws of England and Wales with its registered office at 105 Duke Street Liverpool, L1 5JQ
				* as joint mortgagors (hereinafter called 'the mortgagors')
			and	Wilmington Trust (London) Limited
				a company incorporated according to the laws of England and Wales acting through its office at Third Floor, 1 King's Arms Yard London EC2R 7AF, United Kingdom
				in its capacity as security agent
				* as joint mortgagees (hereinafter called "the mortgagee")
				contained in article 11 of an indenture dated 19 June 2014 (hereinafter as the same may from time to time be amended, supplemented, novated or replaced called the "Indenture") made by and among (i) Bibby Offshore Services PLC, (ii) Bibby Offshore Holdings Limited, (iii) the entities (including the mortgagor as guarantors) listed in Part 1 Schedule 1 of the Facility Agreement (as defined below) as original guarantors (the "Original Guarantors") (iv) Wilmington Trust, National Association as trustee (the "Trustee"), (v) Deutsche Bank Luxembourg S A as registrar (the "Registrar"), (vi) Deutsche Bank AG, London Branch as transfer and principal paying agent (the "Paying Agent") and (vi) the mortgagee, pursuant to
				State "an account current" or write in a short description of the obligation

MSF 726 REV 02/14

We certify that save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

September 2014 26 June 2014

Certified true copy this 26 day of June 2014
St John's Harwood LLP
Finsbury Circus
London
EC2M 7SH

which each of the Original Guarantors, jointly and severally, unconditionally and irrevocably
 guaranteed to each of the holders of 7½% Senior Secured Notes due 2021 duly authorised
 by Bibby Offshore Services PLC (the "Notes") and to the mortgagee and their successors
 and assigns, inter alia, the due and punctual payment of the principal and interest, if any, on
 the Notes when and as the same shall become due and payable and a super senior multi-
 currency revolving credit facility dated 19 June 2014 (hereinafter as the same may
 from time to time be amended, supplemented, novated or replaced called the "Facility
 Agreement") entered into between (i) Bibby Offshore Holdings Limited as parent, (ii) Bibby
 Offshore Holdings Limited and Bibby Offshore Limited each as original borrower (the
 "Original Borrowers"), (iii) the Original Guarantors, (iv) Credit Suisse AG London Branch
 and Barclays Bank PLC as arrangers (together, the "Arrangers"), (v) the financial institutions
 listed in Part 2 of Schedule 1 of the Facility Agreement as lenders (the "Original Lenders"),
 (vi) Barclays Bank PLC as agent (the "Agent") and (vii) the mortgagee (the mortgagee, the
 Paying Agent, the Registrar, the Trustee, the Arrangers, the Original Lenders and the
 holders of the Notes and their respective successors, transferees and assignees being
 herein together called the "Finance Parties") and under any and all documents executed
 from time to time pursuant to or in connection with the said Indenture, the Notes and the
 Facility Agreement and whereas the mortgagor and the mortgagee have executed a deed
 of covenants of even date herewith (hereinafter as the same may from time to time be
 amended supplemented, novated or replaced called the "Deed of Covenants") and
 whereas the mortgagor has agreed to execute this mortgage in favour of the mortgagee for
 the purpose of securing payment to the Finance Parties or any of them of all sums for the
 time being owing to the Finance Parties or any of them in the manner and at the times
 set forth in the Indenture, the Notes, the Facility Agreement and the Deed of Covenants
 and whereas the amount of principal and interest due at any given time can be ascertained
 by reference to the Indenture the Notes, the Facility Agreement, the Deed of Covenants
 and to the books of account (or other accounting records) of the mortgagee and/or to a
 certificate issued by the mortgagee which amount shall, saving manifest error, be the
 certain and liquidated amounts due by the mortgagor to the Finance Parties

SECTION 2 THE MORTGAGE (continued)

* Complete in respect of "account current"

Now *I/we the mortgagor(s) in consideration of the advance made or to be made to me/us by the mortgagee(s), bind *myself/ourselves to pay to the mortgagee(s) the sums for the time being due on this security whether by way of principal, interest or otherwise at the time(s) and in the manner mentioned above.

* Complete in respect of "other obligation"

Now *I/we the mortgagor(s) in consideration of the advance made or to be made to the Original Borrowers by the Original Lenders under the said Facility Agreement

bind *myself/ourselves to pay to the Finance Parties or any of them the sums for the time being due on this security whether by way of principal, interest or otherwise at the time(s) and in the manner mentioned above

For the purpose of better securing to the mortgagee(s) the *sums obligation mentioned above *I/we hereby mortgage to the mortgagee(s) 64/64th (sixty four sixty fourth) _____ (Shares & Bonds)

shares of which *I/we are the owners in the ship described above and in its appurtenances

Lastly, *I/we for *myself/ourselves hereby declare that *I/we have the power to mortgage in the manner aforesaid the above-mentioned shares and that they are free from encumbrances *save as appears by the registry of the above ship

COMPLETE IF THE MORTGAGOR IS A COMPANY

- * Executed by the mortgagor as a deed (in England, Wales and Northern Ireland)
- * Subscribed by the mortgagor (in Scotland)

COMPANY SEAL

19 day of June 20 14 by -

** (a) the affixing of the common seal of the mortgagor in the presence of the following persons signing, or

** (b) signing ~~in the presence of~~ ~~two or more~~ persons

Director _____

SIGNATURE
REDACTED

Howard D. Wierdeck

Director or Secretary _____

Authorised Signatory _____

SIGNATURE

Authorised Signatory _____

REDACTED

* Witnessed by _____

Name (Print) _____

Nellie Ann Smith

Address (Print) _____

ADDRESS

Address _____

REDACTED

Delete as appropriate

Note: IN ENGLAND, WALES & N.I.

The provisions of this deed shall be subject to the provisions of the Companies Act 1985 and the Companies (Signatures) Regulations 1985.

In NORTHERN IRELAND - signature may be by the Director or the Secretary. The signature of the Director or the Secretary must be countersigned by the other Director or the Secretary.

Signature of the Director or the Secretary must be countersigned by the other Director or the Secretary.

Note: The signature of the Director or the Secretary must be countersigned by the other Director or the Secretary.

COMPLETE IF THE MORTGAGOR(S) IS/ARE ONE OR MORE INDIVIDUAL

- * Executed as a deed (in England or Wales)
- * Subscribed (in Scotland)
- * Signed, sealed and delivered (in Northern Ireland)

*Delete as appropriate

on this _____ day of _____ 20 _____ by -

by the following person(s) signing as mortgagor(s)

Seal(s) if
executed in
Northern
Ireland

Signature(s) of mortgagor(s)		
In the presence of		
Name(s) of witness(es)		
Address(es) of witness(es)		
Occupation(s) of witness(es)		

NOTE: Every signature must have one witness

SECTION 2 THE MORTGAGE (continued)

COMPLETE IF THE MORTGAGOR(S) ARE A LIMITED LIABILITY PARTNERSHIP

* Executed by the mortgagor as a deed (in England, Wales & Northern Ireland)

Delete as appropriate

* Subscribed by the mortgagor (in Scotland)

on this _____ day of _____ 20____ by signing by the following persons

Member _____

Member _____

Witnessed by _____

Name (Print) _____

Address (Print) _____

See REG 11(4) and 11(5) for requirements for a member of the Limited Liability Partnership and for a deed executed by a member of the Limited Liability Partnership.

SECTION 3 TRANSFER OF MORTGAGE

*I we, the above mentioned mortgagee(s), in consideration of¹

this day²

by³

hereby transfer to *him/her/them the benefit of the within written security

COMPLETE IF THE TRANSFEROR IS A COMPANY

* Executed by the transferor as a deed (in England, Wales and Northern Ireland)

COMPANY SEAL

* Subscribed by the transferor (in Scotland)

_____ day of _____ 20____ by -

** (a) the affixing of the common seal of the transferor in the presence of the following persons signing, or

** (b) signing by the following persons,

Director _____

Director or Secretary _____

Authorised Signatory _____

Authorised Signatory _____

* Witnessed by _____

Name (Print) _____

Address (Print) _____

Address _____

Deed as a mortgage

* If the transferor is a company, the deed must be signed by a director or secretary of the company and the company seal must be affixed to the deed.

See REG 11(4) and 11(5) for requirements for a company and for a deed executed by a company. The company seal must be affixed to the deed. If the company is not a company limited by guarantee, the company must be registered with the Companies Commission for England, Wales or Northern Ireland.

REG 11(4) and 11(5) require that the deed must be signed by a director or secretary of the company and the company seal must be affixed to the deed. If the company is not a company limited by guarantee, the company must be registered with the Companies Commission for England, Wales or Northern Ireland. If the company is a company limited by guarantee, the company must be registered with the Companies Commission for England, Wales or Northern Ireland. If the company is a company limited by guarantee, the company must be registered with the Companies Commission for England, Wales or Northern Ireland.

official's initials
(time)

at
(date)

entered in the Register on
(priority)

OFFICIAL USE ONLY
Transfer of mortgage

SECTION 3 TRANSFER OF MORTGAGE (continued)

COMPLETE IF THE TRANSFEROR(S) IS/ARE ONE OR MORE INDIVIDUAL

- Executed as a deed (in England or Wales)
- Subscribed (in Scotland)
- Signed, sealed and delivered (in Northern Ireland)

Delete as appropriate

Seal(s) if
executed in
Northern
Ireland

on this _____ day of _____ 20 ____

by the following person(s) signing as transferor(s)

Signature(s) of transferor(s)

In the presence of

Name(s) of witness(es)

Address(es) of witness(es)

Occupation(s) of witness(es)

NOTE Every signature must have one witness

¹ Enter the sum of money or the nature of the obligation

² Enter "paid to me/us" or narrative suitable to the obligation

¹ Give full name and address of the transferee
with place of business in respect of a company

Delete as necessary

COMPLETE IF THE TRANSFEROR(S) ARE A LIMITED LIABILITY PARTNERSHIP

- Executed by the transferor as a deed (in England, Wales & Northern Ireland)
- Subscribed by the transferor (in Scotland)

Delete as appropriate

on this _____ day of _____ 20 ____ by signing by the following persons

Member _____

Member _____

Witnessed by _____

Name (firm) _____

Address (firm) _____

NOTE: IN SCOTLAND, a limited liability partnership must be subscribed by all its members and all its members must be named in the deed.

SECTION 4 · DISCHARGE OF MORTGAGE

* Received by the within-mentioned *mortgage(s)/transferee(s) of the mortgage

This within written security is now discharged

* The within mentioned *mortgagee(s)/transferee(s) have agreed to discharge this with in written security and it is therefore discharged

COMPLETE IF DISCHARGE IS GIVEN BY A COMPANY

* Executed by the mortgagee/transferee as a deed (in England, Wales and Northern Ireland)
 ✱ Subscribed by the mortgagee/transferee (in Scotland)

COMPANY SEAL

_____ day of _____ 20____ by -

* (a) the affixing of the common seal of the mortgaged/transferee in the presence of the following persons signing, or
 * (b) signing by the following persons

Director _____

Director or Secretary _____

Author and Signatory _____

Authorized Signatory _____

* Witnessed by _____

Name (Print) _____

Address (Home) _____

Address _____

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where, if the membership of one member of the latter of U (which is empty) is provided with single membership membership in the domain is itself of the membership of the members of U is U itself.

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(847) (848) (849) (8

COMPLETE IF THE DISCHARGE IS GIVEN BY ONE OR MORE INDIVIDUALS

* Executed as a deed (in England or Wales)
* Subscribed (in Scotland)
* Signed, sealed and delivered (in Northern Ireland)

120196 D.C. JOURNAL

Seal(s) if
executed in
Northern
Ireland

on this _____ day of _____ 20____

by the following person(s) signing as mortgagee(s)/transferee(s)

Signature(s) of mortgagee(s) or assignee(s)		
In the presence of		
Name(s) of witness(es)		
Address(es) of witness(es)		
Occupation(s) of witness(es)		

NOTE Every signature must have one witness

Enter "the sum of _____" or narrative
suitable to the obligation

WARNING

If the discharged deed is not presented to the Registry the mortgage will remain registered against the ship

(office) (minutes)

(119)

exist

(continued)

[illegible]

SECTION 4 DISCHARGE OF MORTGAGE (continued)

COMPLETE IF THE DISCHARGE IS GIVEN BY A LIMITED LIABILITY PARTNERSHIP

* Executed by the mortgagor as a deed (in England, Wales & Northern Ireland)

* Subscribed by the mortgagor (in Scotland)

Debate as appropriate

on this _____ day of _____ 20 _____ by signing by the following persons

Member _____

Member _____

Witnessed by _____

Name (Print) _____

Address (Print) _____

Note: (In Scotland) a deed subscribed by more than one partner of the limited liability partnership must be signed by all the members of the limited liability partnership.

When the mortgage is originally executed you should send this deed with the correct fee to

When a transfer or discharge of mortgage is executed you should send this deed (without a fee) to

**REGISTRY OF SHIPPING & SEAMEN
ANCHOR COURT KEFN ROAD,
CARDIFF, CF24 5JW**

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