## Registration of a Charge

Company name: BIBBY NORTH STAR LIMITED

Company number: 07978736

Received for Electronic Filing: 23/07/2014



## **Details of Charge**

Date of creation: 23/07/2014

Charge code: 0797 8736 0014

Persons entitled: WILMINGTON TRUST (LONDON) LIMITED

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.** 

## 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: STEPHENSON HARWOOD LLP



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7978736

Charge code: 0797 8736 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2014 and created by BIBBY NORTH STAR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd July 2014.

Given at Companies House, Cardiff on 24th July 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006







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

## Mortgage of a Ship

to secure Account Current etc/other obligation

- in more man one moregagor 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.

short description of the obligation.

Please write in black ink using BLOCK CAPITALS, and tick boxes where appropriate.

The mor	tgage reference no	(Issued by the mortgagee) is:
SEC	CTION 1 : DET	AILS OF THE SHIP
•		
IS TIIIS	MORTGAGE IN R	ESPECT OF A FISHING VESSEL? Yes Yes X
Name of	ship BIBBY P	POLARIS
Official 1	number 901941	
 . <del></del>		
SEC	CTION 2: THE	MORTGAGE
	Whereas there is 1	a guarantee and indemnity
- 1 - 1111 -	between 2	
* 1 1	Detweet	Bibby North Star Limited
		a company incorporated according to the laws of England and Wales with its registered
nitials		office at 105 Duke Street, Liverpool, L1 5JQ
officer's initials (time)		* as joint mortgagors (hereinalier called "the mortgagors")
	and <sup>2</sup>	Wilmington Trust (London) Limited
attustas.		a company incorporated according to the laws of England and Wales acting through its
Ħ		office at Third Floor, 1 King's Arms Yard, London EC2R 7AF, United Kingdom
(date)	normalist desposes	in its capacity as security agent
ker on		* as joint mortgagees (hereinafter called "the mortgagee")
in the Register on		contained in article 11 of an indenture dated 19 June 2014 (hereinafter as the same may
n the	da Alem districtions	from time to time be amended, supplemented, novated or replaced called the "Indenture")
entered	. I wystykienia w	made by and among (i) Bibby Offshore Services PLC, (ii) Bibby Offshore Holdings Limited,
<del>di</del>		(iii) the entities (including the mortgagor as guarantors) listed in Part 1 Schedule 1 of the
× 5	January seeds to be expensed	Facility Agreement (as defined below) as original guarantors (the "Original Guarantors"), (iv)
SE ONLY (priority)		Wilmington Trust, National Association as trustee (the "Trustee"), (v) Deutsche Bank
استو	*Delete as necessary	Luxembourg S.A. as registrar (the "Registrar"), (vi) Deutsche Bank AG, London Branch as
FFICIAL		transfer and principal paying agent (the "Paying Agent") and (vi) the mortgagee, pursuant to
E	State "an account	current" or write in a <sup>2</sup> Give full name and address, with place of <sup>3</sup> Describe fully the nature of the liabilities

business in respect of a company.

secured. You may refer to another document.

which each of the Original Guarantors, jointly and severally, unconditionally and irrevocably guaranteed to each of the holders of 71/2% 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 multicurrency 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 and the intercreditor agreement dated 19 June 2014 (hereinafter as the same may from time to time be amended, supplemented, novated or replaced called the "Intercreditor Agreement") entered into between (i) the Agent as revolving agent, (ii) the Trustee as senior secured notes. trustee. (iii) the Original Lenders as revolving lenders, (iv) the Arrangers as arrangers, (v) Bibby Offshore Holdings Limited as parent, (vi) Bibby Line Group Limited as holdco, (vii) Bibby Offshore Services plc as senior secured notes issuer (viii) the companies named therein as debtors and intra-group lenders and (ix) the mortgagee as security agent (the mortgagee, the Paying Agent, the Registrar, the Trustee, the Arrangers, the Original Lenders, the holders of the Notes, any hedging counterparty that accedes to the Intercreditor Agreement, any creditors or representative in respect of Pari Passu Debt (as defined in the Intercreditor Agreement) and any other Secured Party (as defined in the Intercreditor Agreement) 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, the Facility Agreement, the Intercreditor Agreement, the Pari Passu Debt Documents (as defined in the Intercreditor Agreement) and the Hedging Agreements (as defined in the Intercreditor 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, the	he Deed of Covenants, the
Intercreditor Agreement, the Pari Passu Debt Documents (as	defined in the Intercreditor
Agreement) and the Hedging Agreements (as defined in the li	ntercreditor Agreement) 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, the
Intercreditor Agreement, the Pari Passu Debt Documents (as	defined in the Intercreditor
Agreement) and the Hedging Agreements (as defined in the la	ntercreditor Agreement)
and to the books of account (or other accounting records) of t	he mortgagee and/or to a
certificate issued by the mortgagee, which amount shall, savir	ng manifest error, be the
certain and liquidated amounts due by the mortgagor to the Fi	nance Parties.
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<u> </u>	and the second s
	PRODUCTION AND AND THE PROPERTY OF THE PROPERT

#### SECTION 2: THE MORTGAGE (continued) Complete in suspect of "account current"; Now 1/we the mortgagor(s) in consideration of the advance made or to be made to \*me/us by the morgagec(s), bind \*myself/ourselves to not to the mortgagests) the sums for the time being due on this security whother by way of principal, interest or otherwise at the serves be united from an in the committee of the committe Now \*I/we the mortgagor(x) 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. or the purpose of better securing to the mortgagee(s) the \*sums/obligation mentioned above. \*Liwe hereby mortgage to the mortgagee(s) 64/64th (sixty four sixty fourth) shares of which "I/we are the owners in the ship described above and in its appurtenances. Lastly, \*Live for \*myselliourselves hereby declare that \*Live 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) COMPANY SEAL Subscribed by the mortgagor (in Scotland) \*\* (a) the affixing of the common seal of the mortgagor in the presence of the following persons signing; or \*\* (b) signing by the following persons: Director PEGACTED Director or Secretary Authorised Signatory \_\_\_ Authorised Signatory Lynn Carbon) \* Witnessed by SIGNATURE Name (First) Address (Prim) Address MARK DATE SATE ASSET THE RESIDENCE SERVER SERVER DELICE SERVER - approximation many two but (85 min) if the continues and is afficial any special supposesses of the amagusey's problem where it prime with the aimpliced in the RELECTION IN A LECTION OF A COMMENCE OF THE ACCORDANCE OF THE ACCO uniprocessed. Attripuraments, segurine must be officered untitude a microson by tree identition on experience or description of the Landbled Complete Company of the Company o COMPLETE IF THE MORTGAGOR(S) IS/ARE ONE OR MORE INDIVIDUAL Executed as a deed (in England or Wales) Seal(s) if \* Subscribed (in Scotland) "Delete as appropriate executed in \* Signed, scaled and delivered (in Northern Ireland) Northern freland \_\_\_day.of\_\_\_ by the following person(s) signing as mortgagor(s)

### SECTION 2: THE MORTGAGE (continued)

OFFICIAL USE ONLY Transfer of mortgage

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

	* Executed by th * Subscribed by	e mortgagor as a dec the mortgagor (in Sc	d (in England, Wotland)	ales & Nor	thern Ireland)	*Delate as appropriate	
	on this	day of	3-3-3-3-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4	20	by signing by	the following persons	
	Member						
	Member		MATERIAN I FRANSIKA WARANGA NA NA NA NA L.		manusco con control con con control con control con control control con control contro	egine and the transport	
		######################################					
	Name (Print)			The state of the s			
	Note: IN SCOTLAND subscrip	ntion may be by one member of the Limi	ited Liebility Partnership and one	witness, or by two see	eropears of the Limited Linds	illity Tarinorskiji.	
	SECTION 3:	TRANSFER OF	MORTGAGE.				
							ل
entre de la constitución de la c	*I/we, the above inortgagee(s), in o			n controvers — second			
		this day 2	PSINON-YA-1-CUIDINSSAAAOOOORIIRI II PSINIIRINI NA NOORIIS GOZAMIRINSAAAAARIINA HAHRI	***************************************	**************************************		1
er e	ent of the	and the state of the			***************************************		1
2	Markan Maryan Kalimati Tanggar	by <sup>3</sup>					
official's initials (time)	benefit of the with	*him/her/them the hin written security			***************************************	· ·	
TTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTT		E IF THE TRAN	SFEROR IS A	COMPA	NY		_
at	Commission St. St.						d
		the transferor as a de y the transferor (in S		Vales and N	orthern Irelan	nd) COMPANY SEAL	***************************************
(date)	day	7 of	TARAMAN IN A PORTE ELECTRIC PROTOTO TARABAN AND A PARAMAN	20	by:-		
entered in the Register on	persons s ** (b) signing b	ng of the common ser igning; <i>or</i> y the following perso	ns;			llowing	
<b>5</b>	Director	- Windowski and a second	- The Company of the	www.inforcerrrecorrection			
parati	Director or Secret	ary	20041 1606	·CIXXI omanocompanava premava posternova	**************************************	-	
Ê.	Authorised Signa	tory		5-1 (4-E00 ARBEIT	WARREN HARROWN HARROWN ACCORDS COMMUNICATION INC.	38800000 Vyskrischs-Generalisterismung:	
_	Authorised Signa	tory		***************************************	NV-0		totothetot
(priority)	* Witnessed by		WWW.SWYYEE.PYIAAAPPA			AMERICA TO THE	***************************************
<u>ā</u>							***************************************
	Address (Print)	NOVIII VARENNYMININI MANAMANA ANG PREPIGE PROGRAMA MINIMA ANAMANA ANAMANA ANAMANA	MARKATO DE PROCESSA AND AND AND AND AND AND AND AND AND AN			Market Control of the	
80	Address	BRANTFCC09***(2)839*(4+3-v+03)*********************************		es e e e e e e e e e e e e e e e e e e	MANAGEMENT TO THE PROPERTY OF	7/5	l
Transfer of mortgage	** Delote as appropriate. Note: IN ENGLAND, WALLS affect for signature. If the comm IN SCOTLAND — signature ma- single signature is witnessed. A	& NORTHERN BELLAND - signature son seal is afficed my special requirement y by by one disenter or the socretary of a	may be by (a) two directors, (b) by all of the company's articles about he company or one person authori without a witness by two directors.	y the company source signing most be com- sed to sign the docum or a director and the	# If the signature many and a director, or (c) by plied white, tens on behalf of the centural secretary, or two persons a	use be witnessed the name and holdress of the witness must be given; a director in the presence of a witness who completes the details above to my, wrothe member of the Limited Liability Partnership, provided such sufficient to sign the document on behalf of the company, or two	**************************************

#### **SECTION 3: TRANSFER OF MORTGAGE** (continued)

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

			Northern
lay of	20	w'	Ireland
***************************************	ror(s)		
ror(s)			
			. A. V. S.
5			nh-goodooloonoo hagannaa oo qoo gaaray ah ahaay ah ahaa ah ahaay ah ahaa ah ahaa ah ahaa ah ahaa ah ahaa ah ah
(es)	William Control of the Control of th		
es(es)	SCOOLANIAN ON DESIGNATION OF THE STATE OF TH		MANAGEMENT AND THE STATE OF THE
		n(s) signing as transferor(s)  cror(s)  s(es)  css(es)	n(s) signing as transferor(s)  cror(s)  s(es)

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

* Executed by * Subscribed	the transferor as a deed (in En by the transferor (in Scotland)	gland, Wales & Nor	thern Ireland)	*Delete as appr	opriate
on this	day of	20	_by signing by t	he following persons	
Witnessed by		•		the state of the s	
Name (Print)	SHARRING AND SALES AND SAL			00000000000000000000000000000000000000	
Address (Prim)				AAAAAAAAAAAAAAA	
···		•	· .		
Note: IN SCOTLAND to	buription may be by one member of the Limited Linishty P	nature ship and one winces, or by two	members of Soc Limited Liability	Partnerships	

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

Enter "paid to \*me/us", or narrative suitable to the obligation.

Give full name and address of the transferree, with place of business in respect of a company.

<sup>\*</sup> Deléte as necessary

	SECTION 4: DISCHARGE OF MORTGAGE							
	* Received by the within-mentioned *mortgage(s)/transferee(s) of the	e marfgáge						
* . * . * . * * * * * * * * * * * * * *	State							
	This within written security is now discharged.							
· · · · ·	* The within-mentioned *mortgagee(s)/transferee(s) have agreed to c	lischarge this within written security and it is therefore						
	COMPLETE IF DISCHARGE IS GIVEN BY A COMPANY							
	<ul> <li>Executed by the mortgagee/transferee as a deed (in England, W</li> <li>Subscribed by the mortgagee/transferee (in Scotland)</li> </ul>	'ales and Northern Ireland) COMPANY SEAL						
	day of	_by:-						
	**(a) the affixing of the common seal of the mortgagee/transferee following persons signing; or **(b) signing by the following persons;							
	Director							
1	Director or Secretary							
	Authorised Signatory							
	Authorised Signatory							
-	*Witnessed by							
***************************************	Name (Print)							
	Address (Print)							
	Address							
officer's initials (time)	"Pelete as appropriate.  Note: [St FNGLAND, WALES & NORTHERN BRELAND – signature may be by (a) two directors; (b) by the company secreta the signature. If the common seal is affixed any special requirement of the company's articles about signing must be complised a  PN SCOTLAND – signature may be by one director of the secretary of the company or one persual sutherised to sign the discum- signature in subsessed. Afternatively, signature may be efficient without a witness by two directors, or a director and the secretar Limited Liability Partnership. Note that signature by one authorised signaturely and either a director or the secretary of the comp	with mix was behalf of the assigning, or one measiler of the Limited Lashilly Portnership, provided such single 17, or two persons authorised to sign she document on behalf of the company, or two members of the						
The second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a second section in the second section in the second section is a section in the second section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section is a section in the section in the section in the section in the section is a section in the section in								
***************************************	COMPLETE IF THE DISCHARGE IS GIVEN BY OF	NE OR MORE INDIVIDUALS						
T.								
ron (date)	* Executed as a deed (in England or Wales)  * Subscribed (in Scotland)  * Signed, sealed and delivered (in Northern Ireland)	Senl(s) if executed in Northern						
giste	on this day of 20	Ireland						
ne Re	by the following person(s) signing as mortgagee(s)/transferee(s)							
entered in the Register on	Signature(s) of mortgagee(s)/transferee(s)							
enter	In the presence of:							
	Name(s) of witness(es)							
(priority)	Address(es) of witness(es)							
e of mortgage	Occupation(s) of witness(es)							
i e	NOTE: Every signature must have one witness							

WARNING:

OFFICIAL USE ONLY Discharge of mortgage

Enter "the sum of \_\_\_\_\_suitable to the obligation

, or narrative

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

#### SECTION 4: DISCHARGE OF MORTGAGE (continued)

#### COMPLETE IF THE DISCHARGE IS GIVEN BY A LIMITED LIABILITY PARTNERSHIP

on this	day of	20	by signing by the following persons
Member			
Witnessed by	Assistant week with the second	and the second state of	erroerie gebeu. <u>Greek en de Status de S</u> erroerie gebeur de Status d
Name (Pani)	**************************************	MM Instruction of the Control of the	
Address (Prim)	enne de		

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, KEEN ROAD, CARDIFF, CF24 5JW.