



Registration of a Charge

Company name: **BIBBY NORTH STAR LIMITED**

Company number: **07978736**



X3CR7DGQ

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



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 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

Whereas
there is ¹

a guarantee and indemnity

between ²

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 ²

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")*

³ 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

** Delete as necessary*

¹ State "an account current" or write in a short description of the obligation.

² Give full name and address, with place of business in respect of a company.

³ Describe fully the nature of the liabilities secured. You may refer to another document.

OFFICIAL USE ONLY
Mortgage entered in the Register on (date) at (time) officer's initials (signature)

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 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

[illegible]

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 ***afore** obligation mentioned above, ***I/we** hereby mortgage to the mortgagee(s) **64/64th (sixty four sixty fourth)** (figures & words)

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)

23 day of **July** 20 **14** by:-

**** (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: **SIGNATURE REOACTED**

Director or Secretary: _____

Authorised Signatory: _____

Authorised Signatory: _____

* Witnessed by **SIGNATURE "LYNN GORDON"**

Name (Print): **AND**

Address (Print): **ADDRESS**

Address: **REOACTED**

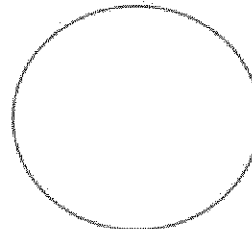
**** Delete as app.**

Have, IN WITNESS WHEREOF, I have hereunto set my hand and seal, or (a) by a director in the presence of a witness who complies the details above to attest the signature. If the common seal is affixed any special endorsement of the company's articles about signing must be complied with.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, or (a) by a director in the presence of a witness who complies the details above to attest the signature. If the common seal is affixed any special endorsement of the company's articles about signing must be complied with.

Note that signature by one authorised signatory and either a director or the secretary of the company is not valid.

COMPANY SEAL



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)

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

Seal(s) if
executed in
Northern
Ireland

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)

* Subscribed by the mortgagor (in Scotland)

*Delete as appropriate

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

Member _____

Member _____

Witnessed by _____

Name (Print) _____

Address (Print) _____

Note: IN SCOTLAND subscription may be by one member of the Limited Liability Partnership and one witness, or by two members of the Limited Liability Partnership.

SECTION 3 : TRANSFER OF MORTGAGE*I/we, the above mentioned
mortgagee(s), in consideration of¹this day²by³hereby 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)

❖ Subscribed by the transferor (in Scotland)

COMPANY SEAL

_____ 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 _____

** Delete as appropriate.

If the signature must be witnessed the name and address of the witness must be given.

Note: IN ENGLAND, WALES & NORTHERN IRELAND - signature may be by (a) two directors, (b) by the company secretary and a director, or (c) by a director in the presence of a witness who completes the details above to attest the signature. If the common seal is affixed any special requirement of the company's articles about signing must be complied with.

IN SCOTLAND - signature may be by one director or the secretary of the company or one person authorised to sign the document on behalf of the company, or one member of the Limited Liability Partnership, provided such single signature is witnessed. Alternatively, signature may be effected without a witness by two directors, or a director and the secretary, or two persons authorised to sign the document on behalf of the company, or two members of the Limited Liability Partnership. Note that signature by one authorised signatory and either a director or the secretary of the company is not valid.

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.³ 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 (Print) _____

Address (Print) _____

Note: IN SCOTLAND subscription may be by one member of the Limited Liability Partnership and one witness, or by two members of the Limited Liability Partnership.

SECTION 4 : DISCHARGE OF MORTGAGE

* Received by the within-mentioned *mortgagee(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 within 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 mortgagee/transferee 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 _____

** Delete as appropriate.

If the signature must be witnessed and the name and address of the witness must be given.

Note: IN ENGLAND, WALES & NORTHERN IRELAND – signature may be by (a) two directors; (b) by the company secretary and a director, or (c) by a director in the presence of a witness who completes the details above to attest the signature. If the common seal is affixed any special requirement of the company's articles about signing must be complied with.

IN SCOTLAND – signature may be by one director or the secretary of the company or one person authorised to sign the document on behalf of the company, or one member of the limited liability Partnership, provided such single signature is witnessed. Alternatively, signature may be effected without a witness by two directors, or a director and the secretary, or two persons authorised to sign the document on behalf of the company, or two members of the limited liability Partnership. Note that signature by one authorised signatory and either a director or the secretary of the company is not valid.

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)

* Delete as appropriate

on this _____ day of _____ 20 ____

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

Signature(s) of mortgagee(s)/transferee(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.

Seal(s) if
executed in
Northern
Ireland

officer's initials
(time)

at
(date)

entered in the Register on

(priority)

OFFICIAL USE ONLY
Discharge of mortgage

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)

*Delete as appropriate

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

Member _____

Member _____

Witnessed by _____

Name (Print) _____

Address (Print) _____

Note: IN SCOTLAND subscription may be by one member of the Limited Liability Partnership and one witness, or by two 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, KEEN ROAD,
CARDIFF, CF24 5JW.**