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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHWP000

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

Pursuant to section 395 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies
Companies House,
Crown Way,
Cardiff
CF14 3UZ

For official use

37

Company number

01036027

* insert full name
of Company

Name of company

BIBBY BULK CARRIERS LIMITED, a company incorporated in England and Wales whose registered office is at 105 Duke Street, Liverpool L1 5JQ, England (the "Owner")

Date of creation of the charge

22 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Deed of Covenants (the "**Deed of Covenants**") executed by the Borrowers in favour of Nordea Bank Finland Plc, a bank incorporated in Finland, acting through its London Branch, acting in its capacities as lender, swap provider, lead arranger and facility agent (in those capacities, the "**Lender**")

Amount secured by the mortgage or charge

The "**Outstanding Indebtedness**" as defined in the loan agreement dated 25 June 2009 made between (1) the Owner and Bibby Navigation Limited and Huskisson Shipping Limited as joint and several borrowers (together the "**Borrowers**") and (2) the Lender (the "**Loan Agreement**"), namely the aggregate of the Loan, all interest accrued on the Loan, the Master Agreement Liabilities, and all other sums of money whatsoever from time to time due or owing actually or contingently to the Lender under or pursuant to the Finance Documents.

Please see continuation sheets attached.

Names and addresses of the Mortgagee or persons entitled to the charge

Nordea Bank Finland Plc, London Branch, 8th Floor, City Place House, 55 Basinghall Street, London

United Kingdom

Postcode

EC2V 5NB

Presentor's name address and
reference (if any)

Holman Fenwick Willan LLP
Friary Court, 65 Crutched Friars
London, EC3N 2AE
Ref: DAGB/48934-14

For official use (06/2005)
Mortgage section

Post room

WEDNESDAY



L2CNBCCL

LD3

12/08/2009

11

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By clause 3 of the Deed of Covenants, as security for the payment of the Outstanding Indebtedness and the performance of and compliance with all the terms, conditions and obligations of the Obligors contained in the Finance Documents, the Owner with full title guarantee hereby mortgages and charges to the Lender by way of first priority mortgage all its interest, both present and future, in and to the Vessel (which the Owner thereby warrant as at 22 July 2009 to be free from any other mortgage, charge or encumbrance whatsoever save for the Statutory Mortgage) and grants to the Lender the right to register the same in the Registry of Maltese Ships without the Owner's intervention.

By clause 6.8.3 of the Deed of Covenants the Owner undertakes throughout the Security Period not without the previous consent in writing of the Lender (and then only subject to such terms as the Lender may impose) to create or suffer the creation of an Encumbrance (other than a Permitted Encumbrance) over or in respect of the Vessel or any share in the Vessel.

Please see continuation sheets attached.

Please do not
write in
this margin

**Please complete
legibly, preferably
in black type, or
bold block lettering**

Particulars as to commission allowance or discount (note 3)

NIL

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Signed: Holman Fenwick Millard LLP Date: 12/08/09

On behalf of Mortgagee/Chargee

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) Subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) Procuring or agreeing to procure subscriptions, whether absolute or conditional,For any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

In the Deed of Covenants the following expressions have the following meanings:

"Accounts" means the Earnings Account and the Retention Account;

"Accounts Security" means the deed(s) or other instrument creating security in respect of the Accounts executed by the Borrowers as security for their obligations under the Loan Agreement dated 25 June 2009;

"Balloon Amount" means the amount of the Loan actually advanced less the aggregate amount of the first twelve Repayment Instalments, such balance being in a maximum amount of \$14,200,000;

"Banking Day" means a day (excluding Saturdays and Sundays) on which banks are open in London and, in respect of a day on which a payment is required to be made in Dollars under a Finance Document, also in New York City;

"Bibby Navigation Limited" means a company incorporated in England and Wales with company registration number 01195556, whose registered office is at 105 Duke Street, Liverpool L1 5JQ;

"BLL" means Bibby Line Limited, a company incorporated in England and Wales with company registration number 06458336 whose registered office is at 105 Duke Street, Liverpool L1 5JQ, England;

"BMSL" means Bibby Marine Services Limited, a company incorporated in England and Wales with company registration number 02822948 whose registered office is at 105 Duke Street, Liverpool L1 5JQ;

"Borrowers" means the Owner, Huskisson Shipping Limited and Bibby Navigation Limited;

"Builder" means Yangzhou Guoyu Shipbuilding Co. Ltd., a company incorporated in the People's Republic of China whose registered office is at Tuqiao Puxi Town Yizheng, Yangzhou Jiangsu Province, People's Republic of China;

"Building Contract" means the shipbuilding contract dated 6 December 2006 (as novated by a novation agreement dated 1 June 2007 and as further amended by addenda No.s 1, 2, and 3) and made between the Seller and BMSL and as assigned in favour of the Borrowers by an assignment agreement dated 10 May 2009 made between BMSL, the Borrowers and the Seller, pursuant to which the Seller has agreed to build, launch and equip as well as complete, sell and deliver the Vessel to the Borrowers;

"Charter" means any charterparty in respect of the Vessel made between the Borrowers as owners and the charterer named therein having a duration (including options to extend) of twelve months or more;

"Charter Guarantee" means any guarantee, bond, letter of credit or other instrument provided as security for the obligations of the charterer under a Charter;

"Charter Rights" means all rights and benefits accruing to the Borrowers as owners of the Vessel under or arising out of any Charter or Charter Guarantee and which do not form part of the Earnings;

"Commercial Manager" means ICAP Shipping International Limited;

"Contract Price" means \$41,000,000 subject to adjustments in accordance with the Building Contract;

"Designated Transaction" means a transaction;

- (a) which is entered into by the Borrowers with the Lender pursuant to the Master Agreement; and
- (b) whose purpose is the hedging of all or a part of any interest rate risk or foreign exchange risk of the Borrowers arising from the funding of the Loan (or any part thereof) or any other purpose approved by the Lender; and
- (c) which is for a period expiring no later than the Maturity Date; and
- (d) which the Borrowers agree with the Lender is a Designated Transaction;

"Dollars" and **"\$"** mean the lawful currency for the time being of the United States of America;

"Drawdown Date" means the Banking Day on which the Borrowers specify that they wish the Loan to be advanced or (as the context requires) the date on which the Loan is actually advanced to the Borrowers;

"Earnings" means all moneys whatsoever (and all claims for such moneys), present and future, which are earned or recoverable by, or become payable to or for the account of, the Borrowers or any other relevant person at any time during the Security Period arising (whether in contract, tort or otherwise howsoever), directly or indirectly, out of the ownership, use or operation of the Vessel, including (but not limited to) all freight, hire and passage moneys, compensation payable in the event of requisition of the Vessel for hire, remuneration for salvage and towage services, demurrage and detention moneys, contributions in general average, damages for breach (or payments for variation or termination) of any charterparty or other contract for employment of the Vessel, and all moneys (other than in respect of Insurances or Requisition Compensation) arising from a Total Loss, together with the benefit of any guarantee, indemnity or other security which may at any time be given as security for the payment of such moneys;

"Earnings Account" means the (i) the Dollar denominated account opened by the Borrowers with the Lender pursuant to and in accordance with Clause 9.1.1 of the Loan Agreement and having account number 44387401 and (ii) any additional Pound Sterling or Euro denominated account opened by the Borrowers with the Lender from time to time pursuant to and in accordance with Clause 9.1.1 of the Loan Agreement;

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest or other encumbrance of any kind securing any obligation of any person or having the effect of conferring security or any type of preferential arrangement (including, without limitation, title transfer and/or retention arrangements having a similar effect);

"Finance Documents" means the Loan Agreement, the Master Agreement, the Security Documents and any other document designated as such by the Lender and the Borrowers;

"General Assignment" means the deed of assignment of the Insurances, Earnings, Charter Rights and Requisition Compensation of the Vessel executed by the Borrowers as security for their obligations under the Finance Documents dated 22 July 2009;

"Group" means BLL and its subsidiaries for the time being;

"Guarantee" means the irrevocable and unconditional deed of guarantee and indemnity in respect of the obligations of the Borrowers executed by BLL dated 25 June 2009;

"Guoyu Logistics" means Wuhan Guoyu Logistics Group Co. Ltd., a company incorporated in the People's

Continuation Sheet

Bibby Bulk Carriers Limited

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Republic of China whose registered office is at 1360-19A Heping Road, Qingshan Area, Wuhan, People's Republic of China;

"Huskisson Shipping Limited" means a company incorporated in England and Wales with company registration number 03012293, whose registered address is 105 Duke Street, Liverpool L1 5JQ, England;

"Insurances" means all policies and contracts of insurance (including all entries of the Vessel in a protection and indemnity association and a war risks association) which are from time to time taken out or entered into in respect of the Vessel or her Earnings or otherwise howsoever (as specified in greater detail in the Security Documents) and all benefits of such policies and contracts, including all claims of whatsoever nature and return of premiums;

"Loan" means the term loan facility in the sum of up to \$18,200,000 to be advanced by the Lender to the Borrowers under Clause 2 of the Loan Agreement and, as the context may require, means the aggregate principal amount from time to time outstanding under the Loan Agreement dated 25 June 2009;

"Managers" means the Commercial Manager and the Technical Manager;

"Managers' Undertakings" means the subordination undertakings by the Managers in favour of the Lender dated 2 July 2009 and 3 July 2009 respectively;

"Master Agreement" means any ISDA master agreement and its schedule (or any other form of master agreement relating to interest or currency exchange transactions) entered into by the Borrowers with the Lender at any time during the Security Period and includes all Designated Transactions from time to time entered into, and all confirmations from time to time exchanged or deemed exchanged, under that agreement;

"Master Agreement Liabilities" means all liabilities of the Borrowers to the Lender under or pursuant to the Master Agreement, whether actual or contingent, present or future;

"Maturity Date" means the final Repayment Date being the date falling on the third anniversary of the Drawdown Date;

"Obligor" means any party from time to time to any of the Finance Documents, other than the Lender;

"Permitted Encumbrance" means:

- (a) any Encumbrance created by or pursuant to the Finance Documents;
- (b) liens on the Vessel for crew's wages or salvage and possessory liens on the Vessel for work carried out on the Vessel which has been approved by the Lender;
- (c) any other lien on the Vessel arising in the ordinary course of trading by statute or by operation of law in respect of obligations which are not more than 14 days overdue or which are being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided) so long as any such proceedings or the continued existence of such lien do not involve any likelihood of the sale, forfeiture or loss of, or of any interest in, the Vessel;

"Pre-Delivery Instalment" means the first, second, third and fourth instalment of the Contract Price to be

Continuation Sheet
Bibby Bulk Carriers Limited
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paid to the Seller under the Building Contract in the amounts and at the times stipulated in Article II of the Building Contract (subject to any adjustments in accordance with the Building Contract) (together the "**Pre-Delivery Instalments**");

"Repayment Date" means each of the Banking Days upon which a Repayment Instalment is due and payable in accordance with Clause 4.2 of the Loan Agreement;

"Repayment Instalment" means each of the instalments of the Loan (including the instalment constituting the Balloon Amount) becoming due on a Repayment Date in accordance with Clause 4.1 of the Loan Agreement;

"Requisition Compensation" means all moneys or other compensation payable during the Security Period by reason of requisition for title or other compulsory acquisition of the Vessel otherwise than by requisition for hire;

"Retention Account" means the Borrowers account with the Lender having account number 44396501 and being designated "m.v. "SHROPSHIRE" – Retention Account", and includes any account or accounts in substitution therefor, whether designated as such or not, from time to time opened by the Borrowers or any of them with the Lender, as well as any sub-accounts to which funds in the said accounts may be allocated for currency or deposit purposes;

"Security Documents" means the Guarantee, the Statutory Mortgage, the Deed of Covenants, the General Assignment, the Accounts Security, the Managers' Undertakings, the Subordination Letter and any and every other document from time to time executed as security for, or to establish a subordination or priorities arrangement in relation to, all or any of the obligations of any person to the Lender under the Loan Agreement or any of the other Finance Documents;

"Security Period" means the period from the date of the Loan Agreement until the discharge of the security created by the Security Documents by final and irrevocable repayment or payment in full of the Outstanding Indebtedness;

"Seller" means collectively Guoyu Logistics and the Builder;

"Statutory Mortgage" means the first priority Malta law statutory ship mortgage in account current form dated 22 July 2009 executed by the Borrowers in favour of the Lender over the whole of the Vessel;

"Subordination Letter" means the subordination undertaking from BMSL and BLL in favour of the Lender in respect of the Subordinated Loans dated 25 June 2009;

"Subordinated Loans" means,

- (a) the loan provided by BMSL to the Borrowers to assist with the financing of the Pre-Delivery Instalments due to be reimbursed to BMSL on the assignment by BMSL of the Building Contract to the Borrowers;
- (b) any cash injection by BLL for the purposes of Clause 11.4.1 of the Loan Agreement; and

- (c) any other moneys and liabilities whatsoever from time to time due or owing (whether actually or contingently) by the Borrowers to BMSL, BLL or any other member of the Group, in each case under or pursuant to any agreement, document or security or recorded in the books and accounts of the Borrowers or otherwise.

"Technical Manager" means Bibby Ship Management Limited or, as the case may be, such other company as the Lender may from time to time approve as the technical manager of the Vessel in accordance with the Finance Documents;

"Total Loss" means (a) actual, constructive, compromised, agreed or arranged total loss of the Vessel; or (b) requisition for title or other compulsory acquisition of the Vessel, otherwise than by requisition for hire; or (c) capture, seizure, arrest, detention or confiscation of the Vessel by any government or by any persons acting or purporting to act on behalf of any government, unless the Vessel is released and restored to her owner within 30 days after such capture, seizure, arrest, detention or confiscation; and

"Vessel" means m.v. "SHROPSHIRE", registered in the ownership of the Borrowers under the laws and flag of Malta at the Port of Valetta with official number 9497115 and the engines, machinery, boats, tackle, outfits, spare parts, fuel, consumable and other stores, belongings and appurtenances of the said Vessel, whether on board or to become appurtenant to or intended to be used for the said motor Vessel if on shore, and all additions, improvements and replacements to either the motor Vessel or the said engines or other matters.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 1036027
CHARGE NO. 37**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF COVENANTS DATED 22
JULY 2009 AND CREATED BY BIBBY BULK CARRIERS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE BORROWERS TO NORDEA BANK FINLAND PLC UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 12 AUGUST 2009**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 AUGUST 2009



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**