

MR01
Particulars of a charge



Companies House

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
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**

TUESDAY



R3E48U1L

RCS

12/08/2014

#60

COMPANIES HOUSE

1 Company details

Company number 01036027

Company name in full Bibby Bulk Carriers Limited (the "Mortgagor")

5111 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 31/07/2014

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 Nordea Bank Finland PLC (as Mortgagee)

Name

Name

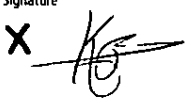

Name

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

MR01

Particulars of a charge

4	Brief description	
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	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
	All of the Mortgagor's interest, both present and future, in and to the motor vessel "SHROPSHIRE" registered under the Maltese Flag at the Port of Valletta with Official Number 9497115 and in all her boats and appurtenances	
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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/>	¹ This statement may be filed after the registration of the charge (use form MR06)
9	Signature	
Signature	Please sign the form here 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 Katherine Noble

Company name Holman Fenwick Willan LLP

Address Frary Court

65 Crutched Friars

Post town London

County/Region Greater London

Postcode E C 3 N 2 A E

Country United Kingdom

DX 1069 London City

Telephone +44 (0) 20 7264 8000



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: 1036027

Charge code: 0103 6027 0051

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st July 2014 and created by BIBBY BULK CARRIERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2014

Dx

Given at Companies House, Cardiff on 20th August 2014



Companies House



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



Mortgage E entered this 31 July 2014
at 1204 hours

MORTGAGE (Body Corporate)

REGISTRATION

Registrar of Ships

at the Registrar's Office

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

HOWARD MOORE LL.M. LL.B.
HOLMAN FENWICK WILLIAMS LLP

8 AUGUST 2014

Form No 9A

Official No	Name of Ship	Home Port	No. Year and Port of Registry	Whether a Sailing, Steam or Motor Ship	Power of Engines, if any
9497115	SHROPSHIRE	VALETTA	515 IN 2009, VALETTA	MOTOR SHIP	9960KW
Length (Article 2 (8))	Metres	Centimetres	Gross Tonnage	and as described in more detail in the Certificate of the Surveyor and the Register	
Breadth (Reg 2 (3))	185	64	32957		
Moulded Depth Amidships to Upper Deck (Reg 2 (2))	32	26	19231		
	18	00			

WHEREAS (a) there is an Account Current between BIBBY BULK CARRIERS LIMITED, a company registered and existing under the laws of England and Wales having its registered office at 105 Duke Street, Liverpool L1 5JQ, England and BIBBY NAVIGATION LIMITED, a company registered and existing under the laws of England and Wales having its registered office at 105 Duke Street, Liverpool L1 5JQ, England (together hereinafter sometimes called the "Mortgagees") and NORDEA BANK FINLAND PLC, a bank registered and validly existing in Finland with its registered office at Aleksanterinkatu 36B, FI-00020, Helsinki, Finland acting through its London branch at 8th Floor, City Place House, 55 Basinghall Street, London EC2V 5NB, England (hereinafter sometimes called the "Mortgagee") which expression shall include its successors and assigns regulated by (1) a loan agreement dated 28 July 2014 hereinafter as the same may from time to time hereafter be amended, supplemented and/or varied called the "Loan Agreement" made between (i) the Mortgagee as lender, swap provider, lead arranger and facility agent and (ii) the Mortgagees and BIBBY TRANSPORT LIMITED of 105 Duke Street, Liverpool L1 5JQ, England as joint and several borrowers (together the "Borrowers") pursuant to which the Mortgagee has agreed to make available to the Mortgagees under the terms and conditions set forth and contained in the Loan Agreement a loan of up to US\$ 26,500,000 (twenty-six million five hundred thousand United States Dollars), (2) an ISDA master agreement and schedule dated 9th July, 2010 (hereinafter as the same may from time to time hereafter be amended, supplemented and/or varied called the "Master Agreement") made between (i) the Mortgagee as swap provider and (ii) the Borrowers pursuant to which the Mortgagee has agreed to enter into swap transactions with the Borrowers from time to time to, amongst other things, hedge the Borrowers' interest and/or currency risk under the Loan Agreement, (3) certain guarantee provisions incorporated in the Loan Agreement (hereinafter as the same may from time to time be amended, varied and/or supplemented called the "Guarantee") the Mortgagees have irrevocably and unconditionally guaranteed each as principal obligor and not merely as surety the payment of all sums of money which may at any time become due and payable to the Mortgagee by Bibby Line Limited ("BL") of 105 Duke Street, Liverpool L1 5JQ, England under and pursuant to an ISDA master agreement and schedule dated 24th September, 2009 (hereinafter as the same may from time to time hereafter be amended, supplemented and/or varied called the "BL Master Agreement") made between (i) the Mortgagee as swap provider and (ii) BL, pursuant to which the Mortgagee has agreed to enter into swap transactions with BL from time to time and (4) a deed of covenants of even date herewith and collateral hereto (hereinafter as the same may from time to time hereafter be amended, supplemented and/or varied called the "Deed of Covenants") made between the Mortgagees and WHEREAS pursuant to the Loan Agreement and the Guarantee the Mortgagees have agreed to execute and do hereby execute this Mortgage in favour of the Mortgagee for the purpose of securing (a) payment to the Mortgagee of all sums for the time being and from time to time owing to the Mortgagee whether by way of principal, interest or otherwise as well as all sums due or to become due to the Mortgagee (whether actually, contingently, presently and/or in the future) under the Loan Agreement, the Guarantee, the Master Agreement, the BL Master Agreement and the Deed of Covenants including all costs, charges, expenses or other moneys connected with or for the purpose of creating, preserving, maintaining, administering, protecting, enforcing or attempting to enforce this security in the manner and at the times set forth in the Loan Agreement, the Guarantee, the BL Master Agreement and the Deed of Covenants and (b) the due and punctual performance and fulfilment of all the obligations of the Mortgagees under the Loan Agreement, the Guarantee, the BL Master Agreement, the BL Master Agreement and the Deed of Covenants and WHEREAS the amount of principal, interest and other moneys due to the Mortgagee at any given time can be ascertained by reference to the Loan Agreement, the Guarantee, the BL Master Agreement and the Deed of Covenants and (c) the Mortgagee and/or to a certificate issued by the Mortgagee, which amount the Mortgagees accept as conclusive and binding and shall (saving manifest error) be the certain and liquidated amount due by the Mortgagees to the Mortgagee and WHEREAS the Mortgagees are prohibited from creating any further mortgages over and/or from transferring the Ship above particularly described or any share or shares therein without the prior written consent of the Mortgagee,

Now we the (b) BIBBY BULK CARRIERS LIMITED and BIBBY NAVIGATION LIMITED in consideration of the premises for ourselves and our successors, covenant with the said (c) NORDEA BANK FINLAND PLC and (d) its assigns, to pay to him or them or to the sums for the time being due on this security, whether by way of principal or interest, at the times and manner aforesaid And for the purpose of better securing to the said (c) NORDEA BANK FINLAND PLC the payment of such sums as last aforesaid, we hereby mortgage to the said (c) NORDEA BANK FINLAND PLC all the shares, of which we are the Owners in the Ship above particularly described, and in her boats and appurtenances

Lastly, we for ourselves and our successors, covenant with the said (c) NORDEA BANK FINLAND PLC and (d) its assigns that we have power to mortgage in manner aforesaid the above mentioned shares, and that the same are free from encumbrances (c)

Executed this 31 day of July Two Thousand and Fourteen in the presence of (g) Dr Daniel Aquilina
Signature of witness *[Signature]* Signature of (f) *[Signature]* for and on behalf of (b) BIBBY BULK CARRIERS LIMITED and BIBBY NAVIGATION LIMITED
Dr Daniel Aquilina B.A. LL.M. (HON) LL.D. Dr Noel French O.R.

(a) Here stated by way of recital the details of the security giving the full name of Mortgagee or Mortgagees, the nature of the transactions and the nature and time of payment. (b) Name of the Company. (c) Full name of Mortgagee. (d) "us", "their" or "us" (e) If any joint encumbrance, add "we" as appears by the Registry of the said Ship. (f) Signatories and description of duty authorized representative(s). (g) Name and description of witnesses.
NOTE: A Mortgage of a Movable Ship shall have no effect unless and until the Mortgage Deed is recorded at the Port of Registry of the Ship. Also a Mortgagee takes its priority from the date of production for registry and from the date of the instrument.
NOTE: Registered Owners or Mortgagees are reminded of the importance of keeping the Ship's Register informed of any change of residence on their part.

N B A Transfer of Mortgage must be made by Endorsement in one of the following terms -

TRANSFER OF MORTGAGE - by Individual Mortgagee

I the within mentioned _____ in consideration of _____
this day paid to me by _____
hereby transfer to (a) _____ the benefit of the within-written security In witness whereof I have hereunto subscribed my name this ____ day
of _____ Two Thousand and _____

Executed by the above named

in the presence of (b) _____

Signature

Signature of Witness { _____

TRANSFER OF MORTGAGE - by Body Corporate

The within mentioned _____ in consideration of _____
this day paid to it by _____
hereby transfer to (a) _____ the benefit of within-written security

Executed this ____ day of _____ Two Thousand and _____ in the presence of (b)

Signature of Witness { _____

Signature (s) (c)

N B In case a Mortgage is paid off, a Memorandum of its Discharge in one of the following forms must be used

BY INDIVIDUAL MORTGAGEE

Received the sum of _____
in discharge of this within-written security Dated at _____ this ____ day of _____ 20 ____ in the presence of (b)

Signature of Witness { _____

Signature

BY BODIES CORPORATE

Received the sum of _____
in discharge of this within-written security Dated at _____ this ____ day of _____ 20 ____ in the presence of (b)

Signature of Witness { _____

Signature

(a) 'him them' or it (b) Name, address and description of witness (c) Signature and description of duly authorised representative(s)