



Registration of a Charge

Company name: **BIBBY MARITIME LIMITED**

Company number: **01195555**

Received for Electronic Filing: **01/03/2016**



X51U2KRE

Details of Charge

Date of creation: **17/02/2016**

Charge code: **0119 5555 0161**

Persons entitled: **COÖPERATIEVE RABOBANK U.A. (ACTING THROUGH ITS BRANCH AT CROESELAAAN 18, 3521 CB UTRECHT, THE NETHERLANDS)**

Brief description: **ONE (1) ACCOMMODATION BARGE VESSEL KNOWN AS "BIBBY RENAISSANCE" WITH OFFICIAL NUMBER 725450 AND IMO NUMBER 9034846. THE CHARGE WILL CREATE A FIXED CHARGE OVER M.V. "BIBBY RENAISSANCE".**

Contains negative pledge.

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1195555

Charge code: 0119 5555 0161

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2016 and created by BIBBY MARITIME LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2016 .

Given at Companies House, Cardiff on 2nd March 2016

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

I 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.

CHEESWRIGHTS

NOTARIES PUBLIC

Sign & Dated NORTON ROSE FULBRIGHT 29.2.16

TO ALL TO WHOM THESE PRESENTS SHALL COME, I [REDACTED] of the City of London, England **NOTARY PUBLIC** by royal authority duly admitted, sworn and holding a faculty to practise throughout England and Wales, DO HEREBY CERTIFY that on the day of the date hereof I was present and did see [REDACTED] as and for the act and deed of **BIBBY MARITIME LIMITED**, a United Kingdom company duly organised and existing, registered with the Registrar of Companies for England and Wales under number 1195555, seal and in due form of law sign and deliver the instrument of mortgage hereunto annexed and that the signature thereto subscribed for and on behalf of the said company is of the own, true and proper handwriting of the said [REDACTED] [REDACTED] its duly authorised attorney under and by virtue of a power of attorney dated 10 February 2016 and this day produced unto me the said notary.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office in London, England this seventeenth day of February in the year two thousand and sixteen.

[Handwritten signature]



International
Union
of Notaries



SCRIVENER
NOTARIES

Regulated by the Faculty Office of the Archbishop of Canterbury

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BARBADOS

MORTGAGE (to Secure Account Current, & c.) (Body Corporate)

Official No.	Name of Ship		No. Year & P.Q.R.	Sailing/Steam Factor	kW Propulsion
725450	"BIBBY RENAISSANCE"		L14/1997, BRIDGETOWN	DUMB BARGE	
Length forward stem to after part of stem		Metres	Displacement	Gross Registered	Net Registered
Main breadth outside of plating		91.20	0	12,356	4,944
Depth in hold, keel to ceiling		27.50	0		
		5.00	0		
And as described in more detail in the Certificate of Survey and the Register					

Whereas (a) there is an Account Current between BIBBY MARITIME LIMITED whose registered office is at 105 Duke Street, Liverpool L1 5JQ, England (hereinafter sometimes called the Mortgagor) and COÖPERATIEVE RABOBANK U.A., being a company incorporated under the laws of The Netherlands, acting through its branch at Croeselaan 18, 3521 CB Utrecht, The Netherlands (hereinafter sometimes called the Mortgagee which expression shall include its successors and assigns) (on behalf of the Finance Parties as defined in the ECF Agreement and the DPF Agreement), the terms and conditions whereof are regulated by (i) an export credit facility agreement dated 12 February 2016 (the ECF Agreement) made between, among others, (1) Bibby Wavemaster Limited as borrower (the Borrower), (2) the Mortgagee as original lender, (3) the Mortgagor and the other companies listed in schedule 2 to the ECF Agreement as guarantors, (as the same may from time to time be amended, novated, varied or supplemented), (ii) a downpayment facility agreement dated 12 February 2016 (the DPF Agreement) made between, among others, (1) the Borrower as borrower, (2) the Mortgagee as original lender, (3) the Mortgagor and the other companies listed in schedule 2 to the DPF Agreement as guarantors (as the same may from time to time be amended, novated, varied or supplemented) and (iii) a Deed of Covenant bearing even date herewith and made between (1) the Mortgagor and (2) the Mortgagee (on behalf of the Finance Parties) (as the same may from time to time be amended, novated, varied or supplemented) and WHEREAS the Mortgagor has agreed to execute this Mortgage for the purpose of securing payment by the Mortgagor of all sums for the time being owing to the Mortgagee (on behalf of the Finance Parties) in the manner and at the times set forth in the said ECF Agreement, the said DPF Agreement and the said Deed of Covenant (as each of the same may from time to time be amended, novated, varied or supplemented) and WHEREAS the amount of principal, interest and otherwise due at any given time can be ascertained by reference to the said ECF Agreement, the said DPF Agreement and the said Deed of Covenant (as so amended, novated, varied or supplemented) and/or to the books of account or other accounting records of the Mortgagee and the other Finance Parties (as the case may be).

Now we (b) BIBBY MARITIME LIMITED in consideration of the premises for ourselves and our successors, covenant with the said (c) COÖPERATIEVE RABOBANK U.A. 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, interest or otherwise, at the times and manner aforesaid.

And for the purpose of better securing the said (c) COÖPERATIEVE RABOBANK U.A. (on behalf of the Finance Parties) the payment of such sums as last aforesaid, we do hereby mortgage to the said (c) COÖPERATIEVE RABOBANK U.A. (on behalf of the Finance Parties) sixty-four sixty-fourth shares of which we the Owners in the Ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances.

Lastly, we for ourselves and our successors, covenant with the said (c) COÖPERATIEVE RABOBANK U.A. 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 (e)

In witness whereof we have executed this Mortgage this 17th day of February 2016

EXECUTED and DELIVERED
as a DEED

by [redacted]

for and on behalf of

BIBBY MARITIME LIMITED

pursuant to a power of attorney

dated 10th February 2016

in the presence of:

Attorney in Fact

Notary Public London, England

(a) Here state by way of recital that there is an account current between the Mortgagor (describing the Company and giving its address), and the Mortgagee (giving its address and description). If the Mortgagee is a body corporate full title and address must be given, and if joint Mortgagees are concerned they must so be described, and describe the nature of the transaction, and how the amount of principal and interest due at any given time is to be ascertained, and the manner and the date of payment. (b) Name of Company (c) Full name of Mortgagee (d) "his", "her" or "its" (e) If any encumbrance add, "save as appears by the Registry of the said Ship". Signatures and descriptions of witnesses (i) Director, Secretary, etc. (as the case may be).

NOTE: - The prompt registration of a Mortgage Deed at the Port of Registry of the Ship is essential to the security of Mortgages, as a Mortgagee takes priority for the date of production for registry, not from the date of the instrument.

NOTE: - Registered Owners or Mortgagees are reminded of the importance of keeping the Register of Barbadian Ships informed of any change of residence on their part.

Entered this 17th day of February 2016 at 12.40 pm

REGISTRAR OF BARBADIAN SHIPS (LONDON)

N.B. In the case of Transfer it must be made by endorsement in one of the following forms -

TRANSFER OF MORTGAGE - by Individual or Joint Mortgagees

(a) "I, or "we"the within mentioned
in consideration of by
this day paid to (b)
(c) "him" or "her"the benefit of the within-written security. In
hereby transfer to (c) name
whereof (a) have hereto subscribed (d)
or "us" seal
(d) "my" or "our" This
Day of Two Thousand and
(e) "Name, address and description of witness" Executed by the above named
in the presence of "e" }

TRANSFER OF MORTGAGE - by Body Corporate

The within mentioned
In consideration of
This day to it by
(c) "him" or "her"the benefit of the within-written security. In
hereby transfer to (c) day of
witness whereof we have hereto affixed our common seal this
Two Thousand and
The Common Seal of the
was affixed in the presence of*
.....
.....

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 or Joint Mortgagees

Received the sum of
In discharge of this within-written security. Dated at
this day of 20
Witness (e)
of
.....

By Bodies Corporate

Received the sum of
In discharge of the within-written security. In witness whereof we have hereto affixed our common seal
this day of 20at
.....

The Common Seal of the
was affixed in the presence of *
.....
.....

* Signatures and description of witnesses i.e. Directors, Secretary, etc. (as the case may be)

Entered this day of 20 at

