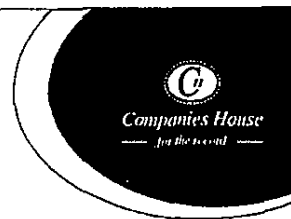


MG01

Particulars of a mortgage or charge

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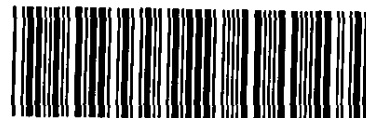


A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to re-
particulars of a charge for a Sc
company To do this, please us
form MG01s

WEDNESDAY



LP8XCJJT

LD2

28/04/2010

82

COMPANIES HOUSE

1 Company details		7 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 *
Company number	0 4 8 5 1 1 7 2	
Company name in full	BIBBY OFFSHORE LIMITED	
2 Date of creation of charge		
Date of creation	d 1 d 3 m 0 m 4 y 2 y 0 y 1 y 0	
3 Description		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	An account security deed dated 13 April 2010 (the "Deed") and made between (i) Bibby Offshore Limited as owner (the "Owner") and (ii) Standard Chartered Bank as security trustee (the "Security Trustee")	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	The "Secured Liabilities", meaning all liabilities which the Borrowers, the Security Parties or any of them have, or had, at the date of the Loan Agreement or at any later time or times, under or in connection with any Finance Document or the Master Agreements or any judgment relating to any Finance Documents or the Master Agreements, and for this purpose, there shall be disregarded any total or partial discharge of these liabilities, or variation of their terms, which is effected by, or in connection with, any bankruptcy, liquidation, arrangement or other procedure under the insolvency laws of any country Continued	
		Continuation page Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Definitions</p> <p>"Actual Delivery Date" means, the day, being a Business Day on which the Ship is actually delivered by the Seller to the Borrowers under the MOA,</p> <p>"Agency and Trust Deed" means the agency and trust deed dated 13 April 2010 and made between the Borrowers, Lenders, Agent, Security Trustee and Swap Banks,</p> <p>"Agreed Form" means in relation to any document, that document in the form approved in writing by the Agent (acting on the instructions of all of the Lenders), or as otherwise approved in accordance with any other approval procedure specified in any relevant provision of any Finance Document,</p> <p>"Approved Commercial Manager" means Bibby Offshore Ltd, a company incorporated in England whose registered office is at 105 Duke Street, Liverpool, L1 5JQ, United Kingdom or any other company which the Agent may, with the authorisation of the Majority Lenders, approve from time to time as (1) the commercial manager of the Ship and (2) the commercial manager of the Diving Equipment,</p> <p>"Approved Commercial Manager's Undertaking" means, in the event that the Bareboat Charterer is not the Approved Commercial Manager, the letter of undertaking in the Agreed Form to be executed by the Approved Commercial Manager in favour of the Security Trustee in the terms required by the Agent agreeing certain matters in relation to the management of the Ship and subordinating the rights of the Approved Commercial Manager against the Ship and the Borrowers to the rights of the Creditor Parties under the Finance Documents,</p> <p>"Approved Technical Manager" means Bibby Ship Management Ltd, a company incorporated in England whose registered office is at 105 Duke Street, Liverpool, L1 5JQ, United Kingdom or any other company which the Agent may, with the authorisation of the Majority Lenders, approve from time to time as (1) the technical manager of the Ship and (2) the technical manager of the Diving Equipment,</p> <p>"Approved Technical Manager's Undertaking" means the letter of undertaking in the Agreed Form to be executed by the Approved Technical Manager in favour of the Security Trustee in the terms required by the Agent agreeing certain matters in relation to the management of the Ship and subordinating the rights of the Approved Technical Manager against the Ship and the Borrowers to the rights of the Creditor Parties under the Finance Documents (together with the Approved Commercial Manager's Undertaking, the "Approved Managers' Undertakings"),</p> <p>"Bareboat Charter" means the bareboat charter dated 13 April 2010 and entered into between the Borrowers and the Bareboat Charterer,</p> <p>"Bareboat Charterer" means Bibby Offshore Ltd, a company incorporated in England whose registered office is at 105 Duke Street, Liverpool, L1 5JQ, United Kingdom,</p> <p>Continued</p>	

MG01 - continuation page
Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Borrowers Accounts Security Deed" means a deed creating security in respect of the Borrowers' Earnings Account entered into between the Borrowers and the Security Trustee and dated 13 April 2010,</p> <p>"Borrowers Earnings Account" means an account (denominated in Sterling) in the names of the Borrowers with the Agent in London designated "Huskisson and Rumford Earnings Account", with account number 00 01 2651114 50,</p> <p>"Business Day" means a day on which banks are open in London and Singapore and, in respect of a day on which a payment is required to be made under a Finance Document in Dollars, also in New York City,</p> <p>"Chattel Mortgage" means the mortgage on the Diving Equipment dated 21 April 2010 and made between the Bareboat Charterer and the Security Trustee,</p> <p>"Commitment" means, in relation to a Lender, the amount set opposite its name in Schedule 1 to the Loan Agreement, or, as the case may require, the amount specified in the relevant Transfer Certificate, as that amount may be reduced, cancelled or terminated in accordance with the Loan Agreement (and "Total Commitments" means the aggregate of the Commitments of all the Lenders),</p> <p>"Confirmation" and "Early Termination Date", in relation to any continuing Designated Transaction, have the meanings given in the relevant Master Agreement,</p> <p>"Contribution" means, in relation to a Lender, the part of the Loan which is owing to that Lender,</p> <p>"Creditor Party" means the Agent, the Security Trustee, any Lender or any Swap Bank, whether as at the date of the Loan Agreement or at any later time,</p> <p>Continued</p>	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Designated Transaction" means a Transaction which fulfils the following requirements</p> <p>(a) it is entered into by the Borrowers pursuant to a Master Agreement with a Swap Bank which, at the time the Transaction is entered into, is also a Lender,</p> <p>(b) its purpose is the hedging of the Borrowers' exposure under</p> <p>(i) the Loan Agreement to fluctuations in LIBOR arising from at least 80% of the funding of the Loan (or any part thereof) for a period of not less than 5 years and expiring no later than the final Repayment Date and/or,</p> <p>(ii) the MOA to exchange rate fluctuations between Norwegian Krona and Sterling arising from payment by the Borrowers to the Seller of the Purchase Price (as defined in the MOA) for a period expiring no later than the Actual Delivery Date, and/or</p> <p>(iii) the Bareboat Charter to exchange rate fluctuations between Dollars and Sterling under the Bareboat Charter for a period expiring no later than the end of the Security Period, and/or</p> <p>(iv) any other Finance Document to exchange rate fluctuations for a period expiring no later than the final Repayment Date,</p> <p>(c) it is designated by the Borrowers, by delivery by the Borrowers to the Agent of a notice of designation in the form set out in Schedule 6 of the Loan Agreement, as a Designated Transaction for the purposes of the Finance Documents,</p> <p>"Deed of Covenant" means a deed of covenant collateral to the Mortgage dated 21 April 2010 and executed by the Borrowers and the Security Trustee,</p> <p>"Diving Equipment" means the equipment listed at Schedule 8 of the Loan Agreement as the same may be amended and supplemented from time to time,</p> <p>"Dollars" and "\$" means the lawful currency for the time being of the United States of America,</p> <p>"Earnings" means all moneys whatsoever which are, at the date of the Loan Agreement, or later become, payable (actually or contingently) to or for the account of the Borrowers and which arise out of the use or operation of the Ship, including (but not limited to)</p> <p>(a) except to the extent that they fall within paragraph (b)</p> <p>(i) all freight, hire and passage moneys,</p> <p>(ii) compensation payable to a Borrower or the Security Trustee in the event of requisition of the Ship for hire,</p> <p>(iii) remuneration for salvage and towage services,</p> <p>(iv) demurrage and detention moneys,</p> <p>(v) damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of the Ship, and</p> <p>(vi) all moneys which are at any time payable under Insurances in respect of loss of hire, and</p> <p>(b) if and whenever the Ship is employed on terms whereby any moneys falling within paragraphs (a)(i) to (vi) are pooled or shared with any other person, that proportion of the net receipts of the relevant pooling or sharing arrangement which is attributable to the Ship,</p> <p>"Fee Letter" means the fee letters referred to at clause 20 1(a), (b) and (c) of the Loan Agreement or such other letter as may be designated by the Agent and the Borrowers as a "Fee Letter" for the purposes of the Loan Agreement,</p> <p>Continued</p>

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Finance Documents" means</p> <ul style="list-style-type: none"> (a) the Loan Agreement, (b) the Agency and Trust Deed, (c) the Approved Managers' Undertakings, (d) the Bareboat Charter, (e) the Mortgage, (f) the Chattel Mortgage, (g) Deed of Covenant, (h) the Fee Letters, (i) the General Assignment, (j) the Borrowers' Accounts Security Deed, (k) the Deed, (l) the Shares Security Deeds, (m) the MOA Assignment, and (n) any other document (whether creating a Security Interest or not) which is executed at any time by any Borrower or any other person as security for, or to establish any form of subordination or priorities arrangement in relation to, any amount payable to the Lenders and/or the Swap Banks under the Loan Agreement or any of the other documents referred to in this definition, <p>"General Assignment" means a general assignment of inter alia, the Bareboat Charter, the Earnings, the Insurances and any Requisition Compensation, entered into between the Borrowers, the Bareboat Charterer and the Security Trustee and dated 21 April 2010,</p> <p>"Insurances" means</p> <ul style="list-style-type: none"> (a) all policies and contracts of insurance, including entries of the Ship in any protection and indemnity or war risks association, effected in respect of the Ship, the Earnings or otherwise in relation to the Ship whether before, on or after the date of the Loan Agreement, and (b) all rights and other assets relating to, or derived from, any of the foregoing, including any rights to a return of a premium and any rights in respect of any claim whether or not the relevant policy, contract of insurance or entry has expired on or before the date of the Loan Agreement, <p>"Lender" means, subject to clause 26 6 of the Loan Agreement, a bank or financial institution listed in Part 1 of Schedule 1 to the Loan Agreement and acting through its branch indicated therein (or through another branch notified to the Borrowers under clause 26 13 of the Loan Agreement) or its transferee, successor or assign,</p> <p>"LIBOR" means, in relation to any period for which an interest rate is to be determined under any provision of a Finance Document</p> <ul style="list-style-type: none"> (a) the applicable Screen Rate, or (b) if no Screen Rate is available for that period, the rate per annum determined by the Agent to be the arithmetic mean (rounded upwards to 4 decimal places) of the rates, as supplied to the Agent at its request, quoted by each Reference Bank to leading banks in the London Interbank Market, as of 11 a.m. (London time) on the Quotation Date for that period for the offering of deposits in the relevant currency and for a period comparable to that period, <p>"Loan" means the principal amount for the time being outstanding under the Loan Agreement,</p> <p>Continued</p>	

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Loan Agreement" means a loan agreement dated 13 April 2010 and made between (i) Huskisson Shipping Limited and Rumford Tankers Limited as joint and several borrowers (the "Borrowers"), (ii) the Lenders, (iii) the banks and financial institutions listed in Schedule 2 thereto as swap banks (the "Swap Banks"), (iv) Standard Charter Bank as agent (the "Agent") and (v) Standard Chartered Bank as security trustee (the "Security Trustee"), it was agreed that the Lenders would make available to the Borrowers a facility of up to £36,000,000,</p> <p>"Majority Lenders" means</p> <p>(a) before the Loan has been made, Lenders whose Commitments total at least 66 66 per cent of the Total Commitments, and</p> <p>(b) after the Loan has been made, Lenders whose Contributions total at least 66 66 per cent of the Loan,</p> <p>"Master Agreements" means "each master agreement (on the 2002 ISDA (Multicurrency - Crossborder) form) in the Agreed Form made between the Borrowers and a Swap Bank and includes all Designated Transactions from time to time entered into and Confirmations from time to time exchanged under the master agreement,</p> <p>"MOA" means the Memorandum of Agreement dated 13 April 2010 entered into between the Seller and the Borrowers in respect of the sale of the Ship,</p> <p>"MOA Assignment" means an assignment of the MOA dated 13 April 2010 and granted by the Borrowers in favour of the Security Trustee,</p> <p>"Mortgage" means the first priority Maltese ship mortgage on the Ship dated 21 April 2010 and granted by the Borrowers in favour of the Security Trustee,</p> <p>"Norwegian Krona" and "NOK" means the lawful currency for the time being of Norway,</p> <p>"Quotation Date" means, in relation to any period for which an interest rate is to be determined under any provision of a Finance Document, the first day of that period unless market practice differs in the London Interbank Market for a currency, in which case the Quotation Date will be determined by the Agent in accordance with market practice in the London Interbank Market (and if quotations would normally be given by leading banks in the London Interbank Market on more than one day, the Quotation Date will be the last of those days),</p> <p>"Reference Banks" means, subject to clause 26 14 of the Loan Agreement, the London branches of HSBC, Barclays Banks and Standard Chartered Bank, and any other bank the Agent may elect to appoint as a Reference Bank (acting on the instructions of the Majority Lenders),</p> <p>"Repayment Date" means a date on which a repayment is required to be made under clause 8 of the Loan Agreement,</p> <p>"Requisition Compensation" includes all compensation or other moneys payable by reason of any act or event such as is referred to in paragraph (b) of the definition of "Total Loss",</p> <p>Continued</p>

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Screen Rate" means, in relation to any period for which an interest rate is to be determined under any provision of a Finance Document, the British Bankers' Association Interest Settlement Rate for the relevant currency and period displayed on the appropriate page of the Reuters screen. If the agreed page is replaced or service ceases to be available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Borrowers and the Lenders,</p> <p>"Security Interest" means</p> <p>(a) a mortgage, charge (whether fixed or floating) or pledge, any maritime or other lien or any other security interest of any kind,</p> <p>(b) the security rights of a plaintiff under an action in rem, and</p> <p>(c) any arrangement entered into by a person (A) the effect of which is to place another person (B) in a position which is similar, in economic terms, to the position in which B would have been had he held a security interest over an asset of A, but this paragraph (c) does not apply to a right of set off or combination of accounts conferred by the standard terms of business of a bank or financial institution,</p> <p>"Security Party" means the Bareboat Charterer and any other person (except a Creditor Party) who, as a surety or mortgagor, as a party to any subordination or priorities arrangement, or in any similar capacity, executes a document falling within the last paragraph of the definition of "Finance Documents",</p> <p>"Security Period" means the period commencing on the date of the Loan Agreement and ending on the date on which the Agent notifies the Borrowers, the Security Parties and the other Creditor Parties that</p> <p>(a) all amounts which have become due for payment by any Borrower or any Security Party under the Finance Documents and the Master Agreements have been paid,</p> <p>(b) no amount is owing or has accrued (without yet having become due for payment) under any Finance Document or any Master Agreement,</p> <p>(c) no Borrower or Security Party has any future or contingent liability under clause 20, 21 or 22 of the Loan Agreement or any other provision of the Loan Agreement or another Finance Document or a Master Agreement, and</p> <p>(d) the Agent, the Security Trustee and the Majority Lenders do not consider that there is a significant risk that any payment or transaction under a Finance Document or a Master Agreement would be set aside, or would have to be reversed or adjusted, in any present or possible future bankruptcy of a Borrower or a Security Party or in any present or possible future proceeding relating to a Finance Document or a Master Agreement or any asset covered (or previously covered) by a Security Interest created by a Finance Document,</p> <p>"Seller" means the seller under the MOA,</p> <p>"Shares Security Deed" means each deed executed by the Bareboat Charterer in favour of the Security Trustee and dated 13 April 2010 creating security over the share capital of each Borrower and "Shares Security Deeds" shall mean both of them,</p> <p>Continued</p>

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Ship" means the diving support vessel of 6,064 gross registered tons and 1,820 net registered tons and having IMO number 9268150 which is to be purchased by the Borrowers and registered in their name under Maltese flag with the name "BIBBY SAPPHIRE" and includes any share or interest in that vessel and its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether owned at the date of the Deed or thereafter acquired,</p> <p>"Sterling" and "£" means the lawful currency for the time being of the United Kingdom,</p> <p>"Total Loss" means</p> <p>(a) actual, constructive, compromised, agreed or arranged total loss of the Ship,</p> <p>(b) any expropriation, confiscation, requisition or acquisition of the Ship, whether for full consideration, a consideration less than its proper value, a nominal consideration or without any consideration, which is effected by any government or official authority or by any person or persons claiming to be or to represent a government or official authority (excluding a requisition for hire for a fixed period not exceeding 1 year without any right to an extension), unless it is within 1 month redelivered to the Borrowers' or (as the case may be) the Bareboat Charterer's full control, and</p> <p>(c) any arrest, capture, seizure or detention of the Ship (including any hijacking or theft) unless it is within 1 month redelivered to the Borrowers' or (as the case may be) the Bareboat Charterer's full control,</p> <p>"Transaction" has the meaning given in each Master Agreement, and</p> <p>"Transfer Certificate" has the meaning given in clause 26 2 of the Loan Agreement</p>	

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Particulars of a mortgage or charge

5

Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	STANDARD CHARTERED BANK, acting through its office at
Address	5th Floor, Basinghall Avenue, London
Postcode	E C 2 V 5 D D
Name	
Address	
Postcode	

Continuation page
Please use a continuation page if you need to enter more details

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Pursuant to clause 3 2 of the Deed, the Owner has

- (a) to the full extent of its interest and with full title guarantee, charged the Credit Balance on the Bareboat Charterer Earnings Account to the Security Trustee by way of first floating charge,
- (b) to the full extent of its interest and with full title guarantee, charged the Credit Balance on the Bareboat Charterer CAPEX Reserve Account to the Security Trustee by way of first fixed charge,
- (c) to the full extent of its interest and with full title guarantee, charged the Credit Balance on the Bareboat Charterer Cash Reserve Account to the Security Trustee by way of first fixed charge, and
- (d) declared that each such charge is a separate and independent Security Interest

Continued

Continuation page
Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Definitions</p> <p>"Account Bank" means Standard Chartered Bank in its capacity as the bank with which the Bareboat Charterer Accounts are maintained,</p> <p>"Bareboat Charterer Accounts" means the Bareboat Charterer Earnings Account and the Bareboat Charterer CAPEX Reserve Account and the Bareboat Charterer Cash Reserve Account,</p> <p>"Bareboat Charterer CAPEX Reserve Account" means an account, in the name of the Owner and held with the Account Bank, denominated in Sterling and designated "Bibby Offshore Ltd – CAPEX Reserve Account", with account number 00 01 2651149 50,</p> <p>"Bareboat Charterer Cash Reserve Account" means an account, in the name of the Owner and held with the Account Bank, denominated in Sterling and designated "Bibby Offshore Ltd - Cash Reserve Account", with account number 00 01 2651157 50,</p> <p>"Bareboat Charterer Earnings Account" means an account, in the name of the Owner and held with the Account Bank, denominated in Sterling and designated "Bibby Offshore Ltd - Earnings Account" with account number 00 01 2651122 50, and</p> <p>"Credit Balance" means, in relation to the Bareboat Charterer Earnings Account, the Bareboat Charterer Cash Reserve Account or the Bareboat Charterer CAPEX Reserve Account</p> <p>(a) the amount for the time being standing to the credit of that Account, and</p> <p>(b) any amount received by or for the account of the Account Bank which, under any of the Finance Documents, the Account Bank is required to credit to that Account but which the Account Bank has not yet credited to the Account, and</p> <p>(c) any interest accrued or accruing on an amount covered by paragraph (a) or (b) above, whether or not the interest has been credited to that Account</p>

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Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X *Watson, Farley & Williams LLP* X

This form must be signed by a person with an interest in the registration of the charge

MG01

Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Melody Cheng**

Company name **Watson, Farley & Williams LLP**

Address **15 Appold Street**

Post town **London**

County/Region **Greater London**

Postcode **E C 2 A 2 H B**

Country **England**

DX **CD Box 530**

Telephone **020 7814 8000 / 020 7863 8911**

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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

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

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
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 4851172
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT SECURITY DEED
DATED 13 APRIL 2010 AND CREATED BY BIBBY OFFSHORE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWERS, THE SECURITY PARTIES OR
ANY OF THEM TO STANDARD CHARTERED BANK UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
28 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 APRIL 2010



Companies House
— for the record —

DX10T



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES