



Registration of a Charge

Company name: **BIBBY OFFSHORE LIMITED**

Company number: **04851172**



X6Y7VHQ1

Received for Electronic Filing: **23/01/2018**

Details of Charge

Date of creation: **17/01/2018**

Charge code: **0485 1172 0035**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

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: **SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006, I CERTIFY THAT THIS IS A TRUE AND COMPLETE COPY OF THE ORIGINAL SEEN BY ME.**

Certified by: **NAOMI PARMAR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4851172

Charge code: 0485 1172 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th January 2018 and created by BIBBY OFFSHORE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2018 .

Given at Companies House, Cardiff on 25th January 2018

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

ADAM PARNIA

Name: ADAM PARNIA

DEED OF CHARGE OVER CREDIT BALANCES

Title: SOLICITOR

BY A CHARGOR FOR OWN LIABILITIES

Date: 23 January 2018
Hogan Lovells International LLP
Atlantic House, Holborn Viaduct, London EC1A 2FG

If a UK company/LLP executes as Chargor, all parties understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House

To Barclays Bank PLC

1. In consideration of your giving or continuing to give time, credit and/or banking facilities and accommodation to us, being the party or parties named in Schedule 1 hereto, we with full title guarantee hereby charge by way of first fixed charge all sums of money specified in Schedule 2 hereto (the "Deposit(s)" which expression includes all or any part of the money payable pursuant to such deposit(s) and the debt(s) represented thereby), together with all interest from time to time accruing thereon, as security for the payment of all money and the discharge of all liabilities now or at any time hereafter due, owing or incurred to you by us under the (i) Bonds, Guarantees and/ or Indemnities Facility letter between us and you dated on or about the date of this security (the "BGI Facility Letter"); (ii) the £302,317 performance bond issued by us on behalf of you in favour of Total E&P UK Limited in accordance with the BGI Facility Letter (the "Performance Bond"); and (iii) the indemnity from us to you in relation to the Performance Bond pursuant to the application form dated 3 August 2017 (the "Indemnity", the Indemnity together with the BGI Facility Letter and the Performance Bond known as the "Bonding Documents"), (and, if more than one, by us jointly or jointly and severally) on any account or accounts or in respect of any obligation howsoever incurred to you by us under the Bonding Documents in whatsoever manner and whether actually or contingently and whether alone or together with another or others and whether as principal or surety and in whatsoever name or style, together with interest, discount, commission and all other charges, costs and expenses for which we may be or become liable to you under the Bonding Documents ("the Secured Sums").
2. We hereby assign to you for the purposes of and to give effect to this security our right to require you to repay to us the Deposit(s) and to pay interest thereon to us.
3. We agree that during the currency of this security and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with you or paid to you or held by you, such Deposit(s) shall only be repayable upon written request or demand and we shall not be entitled to make any request or demand upon you for repayment of such Deposit(s) or for payment of interest thereon, unless you shall first have agreed to release this security insofar as it concerns such Deposit(s). Any repayment(s) permitted by you shall not be deemed to be a release of this security over any other money or interest then or at any time thereafter forming part of the Deposit(s) or interest accrued thereon. It is hereby expressly agreed that the terms of this security shall override the terms applicable to the Deposit(s).
4.
 - (a) You may at any time hereafter enforce this security, without notice to us and without any further or other consent from us, by applying or transferring as you think fit all or part of any money or interest subject to this security at any time or times (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards satisfaction of all or such part of the Secured Sums as you may determine.
 - (b) You are hereby irrevocably empowered and authorised as our attorney in our name and at our expense to execute such documents and give such instructions as may be required to give effect hereto, including (without limitation) instructions for the withdrawal of any sums which you may have placed upon our behalf with any third party and for the use of any money or interest subject to this security to purchase any currency or currencies required to effect such application.
 - (c) You shall not be liable for any loss sustained by us in consequence of the exercise of your rights hereunder, including (without limitation) any loss of interest caused by the determination before maturity of any Deposit(s) or by the fluctuation in any exchange rate at which currency may be bought or sold by you.
5. This security shall be a continuing security notwithstanding any intermediate payments or settlement of accounts or other matters whatsoever and shall be in addition to and shall not prejudice or be prejudiced by any rights of set-off.

combination, lien or other rights exercisable by you as bankers against us or by any securities, guarantees, indemnities and/or negotiable instruments now or hereafter held by you.

6. We shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money or interest subject to this security or our right, title or interest therein, or agree to do so.
7. For the avoidance of doubt, we agree that this security is to operate by way of security only in favour of you and that no release of any indebtedness existing now or in the future from you to us is intended or effected by this security.
8. If the persons executing this security are in partnership together and if any change shall at any time occur in the composition of the partnership, then, unless you decide to close the then current account or accounts of the partnership and to open a new account or accounts for the continuing partners, this security shall be a continuing security for all liabilities incurred to you (after as well as before such change) by the persons for the time being constituting such partnership.
9. Without prejudice to your foregoing rights and as a separate and independent stipulation, we agree that you may at any time or times without notice to us combine or consolidate any or all sums of money (or part(s) thereof) now standing or hereafter from time to time standing to our credit upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened with you or opened by you on our behalf with some third party and whether opened in our name or in your name or otherwise) with all or such part of the Secured Sums as you may determine (whether presently payable or not).
10. Where this security is signed by or on behalf of two or more persons, the obligations and liabilities of such persons under it shall be joint and several. In this security the singular shall include the plural and vice versa.

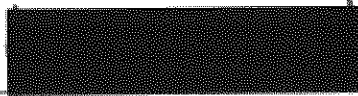
In Witness whereof these presents were executed as a deed this

17th day of January

2017/8

Executed as a deed by Bibby Offshore Limited
acting by a director in the presence of a witness

)
)
)

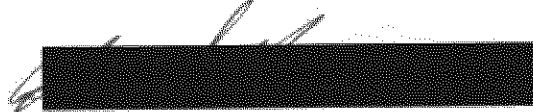


Howard Woodcock

HL

Director

Witness' signature



Witness' name

E RICHARDSON

Witness' address

Latham & Watkins (London) LLP
99 Bishopsgate
London
EC2M 3XF

SCHEDULE 1

(the Chargor(s))

FULL NAME(S)	ADDRESS(ES) (REGISTERED OFFICE IF A COMPANY)
Bibby Offshore Limited	105 Duke Street Liverpool L1 5jq

SCHEDULE 2

PART 1

Definition of the Deposit(s)

In this security the expression "Deposit(s)" means all sums of money in any currency:

- (a) deposited or paid by us now or at any time hereafter to the credit of the account(s) (if any) with you specified in Part 2 of this Schedule 2 and/or (where the context permits) any additional and/or substitute account(s) hereafter opened with you for the deposit or holding of all or part of the money or interest subject to this security; and
- (b) deposited or paid by us with or to you or held by you on our behalf (whether in an account or otherwise) now or at any time during the currency of this security, unless you agree in writing before such deposit or payment is made that it shall not be subject to this security (provided that this paragraph shall not extend to any money in any current account); and
- (c) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraphs;

and, in each case, whether such money has been deposited or paid (if the undersigned are more than one) on behalf of all of us or any of us jointly with another or others of us and whether any such account is opened in the name of all or any of us or in your name or otherwise.

*(Delete any of the foregoing paragraphs if it is inapplicable and initial against this alteration).

PART 2

Details of Charged Account(s)

Account Name:	Barclays Bank PLC re BBRE Bibby Offshore Limited
Sort Code:	20-51-01
Account Number:	XXXXXXXXXX