

CH6683/26

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge

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 register particulars of a charge for a Scottish company. To do this, please use form MG01s

TUESDAY



LD3 03/01/2012 #15

COMPANIES HOUSE
For official use

301

→ Filing in this form
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number 00002065

Company name in full Lloyds TSB Bank Plc (the "Bank")

2 Date of creation of charge

Date of creation d 1 5 m 1 2 y 2 0 y 1 1

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 A supplemental deed of assignment (the "Deed") dated 15 December 2011 made between (i) the Bank and (ii) KfW, represented by KfW IPEX-Bank GmbH ("KfW") in respect of an assignment deed dated 19 December 2008 (the "Deed of Assignment")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The "Secured Liabilities" mean all liabilities which the Bank has with respect to KfW as CIRR agent ("CIRR Agent") under the Refinancing Agreement as amended by the Refinancing Amendment Agreement

Definitions

"CIRR" means Commercial Interest Reference Rate,

"Commitment" means

- (a) for an Original Lender, the amount set opposite its name in schedule 1 of the Facility Agreement under the heading "Commitments" and the amount of any other Commitment transferred to it under this Facility Agreement, and
- (b) for any other Lender, the amount of any Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, transferred or reduced under the Facility Agreement,

Continuation page

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

MG01

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	Continuation page Please use a continuation page if you need to enter more details
Name	KfW IPEX-Bank GmbH	
Address	Palmengartenstrabe 5-9, 60325 Frankfurt, Germany	
Postcode		
Name		
Address		
Postcode		

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	Continuation page Please use a continuation page if you need to enter more details
Short particulars	<p>the Bank assigns to KfW</p> <p>(a) its right against the Borrower to receive repayment of its share in the Loan under the Facility Agreement,</p> <p>(b) its right against the Borrower to receive payment of interest under the Facility Agreement,</p> <p>(c) its right against the Federal Republic of Germany and/or KfW IPEX-Bank GmbH as Hermes Agent to receive a proportionate share of the proceeds under the Hermes Guarantee, and</p> <p>(d) its rights against Carnival Corporation as guarantor under a Deed of Guarantee entered into with KfW IPEX-Bank GmbH as Facility Agent</p> <p>to the extent that these rights have not been assignment by the Deed of Assignment, in particular with respect to the Transferred Commitment (the "Assigned Claims")</p> <p>Definitions</p> <p>"Borrower" means Carnival plc, or, if Carnival Corporation is nominated as borrower under clause 2 3 of the Facility Agreement, Carnival Corporation,</p> <p>"Carnival Corporation" means a corporation organised and existing under the laws of the Republic of Panama,</p> <p>"Carnival plc" means a company organised and existing under the laws of England with registered number 04039524,</p> <p>"Deed of Guarantee" means the deed of guarantee relating to the obligations of the Borrower under the Facility Agreement, executed by Carnival Corporation on the date of this Facility Agreement, or if Carnival Corporation shall have been nominated as the Borrower under clause 2 3 of the Facility Agreement executed by Carnival plc in the form of schedule 9, in favour of the Facility Agent on behalf of the Lenders,</p> <p>"Facility Agent" means KfW,</p> <p>"Deed of Assignment" means a deed of assignment dated 19 December 2008, and made between KfW and the Bank,</p> <p>"Hermes" means, collectively, The Federal Republic of Germany, acting by its Ministry of Economics and Technology, represented by Euler Hermes Kreditversicherungs-AG and PricewaterhouseCoopers</p>	

MG01

Particulars of a mortgage or charge

7	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 <ul style="list-style-type: none">- 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 870) 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 866) 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	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 **BELLE CHEWPRECHA**

Company name **WATSON, FARLEY & WILLIAMS LLP**

Address **15 APPOLD STREET**

Post town **LONDON**

County/Region **LONDON**

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

Country **UK**

DX **CDE BOX 530**

Telephone **020 7814 8999**

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,
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

Continued from page 1

"Facility Agreement" means the loan facility agreement dated 30 May 2008 and amended on 19 December 2008, and made between Carnival plc and Carnival Corporation as obligors, KfW, the Bank, The Royal Bank of Scotland plc, Commerzbank AG and Société Générale as mandated lead arrangers, KfW as facility agent and Hermes agent and KfW, the Bank, The Royal Bank of Scotland plc, Commerzbank AG and Société Générale as lenders,

"Lenders" means KfW, the Bank, The Royal Bank of Scotland plc, Commerzbank AG and Société Générale,

"Original Lender" means KfW, the Bank, The Royal Bank of Scotland plc, Commerzbank AG and Société Générale,

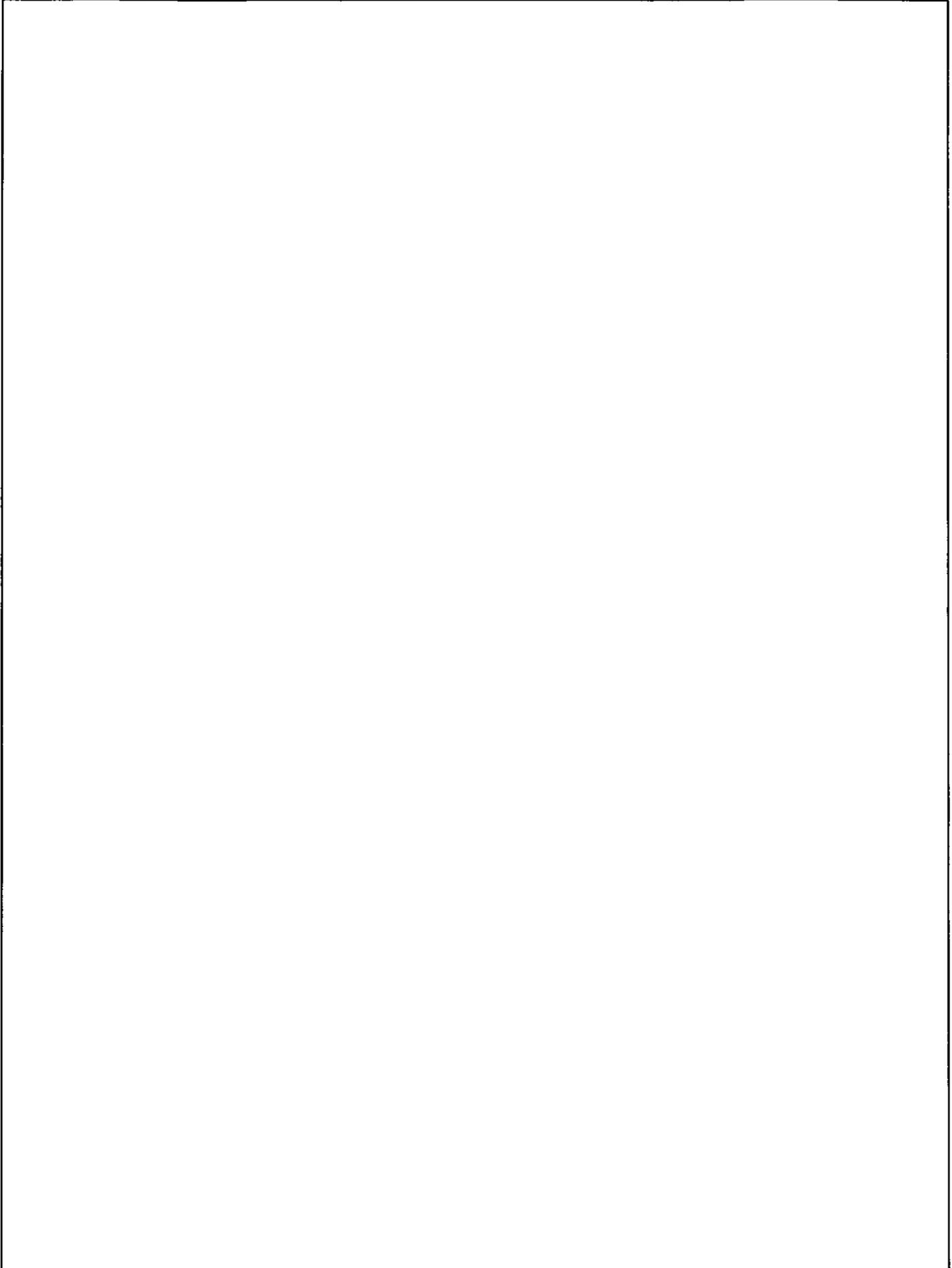
"Refinancing Agreement" means a refinancing agreement dated 19 December 2008, and made between the Bank and KfW,

"Refinancing Amendment Agreement" means an amendment agreement of the Refinancing Agreement made by KfW on 15 December 2011, whereby the Refinancing Loan is increased by the amount of the Transferred Commitment,

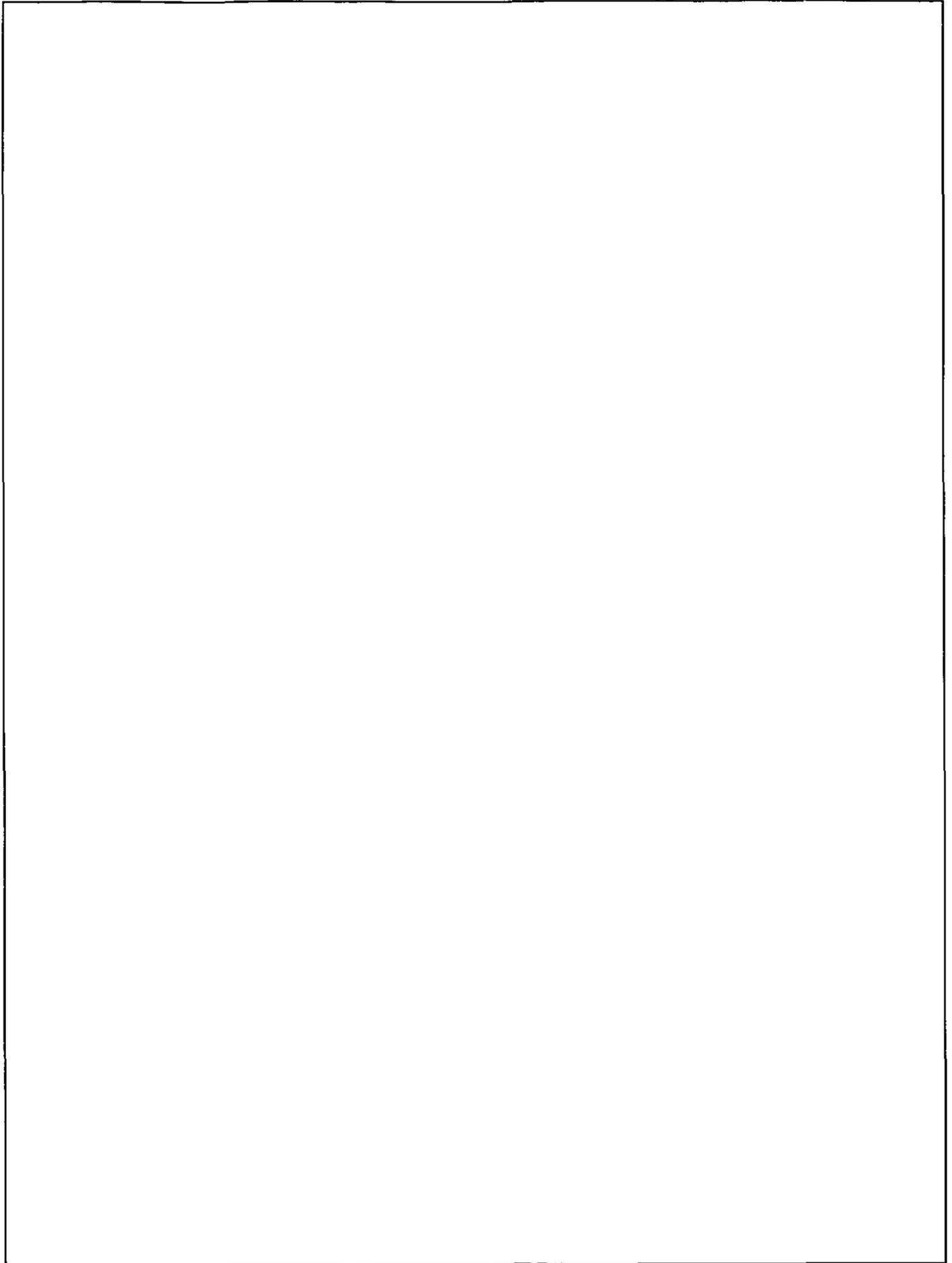
"Refinancing Loan" means a refinancing loan in an amount equal to 20 per cent of the maximum loan amount of EUR 292,000,000, grants by KfW to the Bank, and

"Transferred Commitment" means the transfer of the entire Commitment from the Royal Bank of Scotland in the amount of EUR54,800,000 to the Bank

Continued from page 5



Continued from page 6



Continued from page 2

Aktiengesellschaft Wirtschaftsprüfungsgesellschaft,

"Hermes Agent" means KfW,

"Hermes Guarantee" means a finance credit guarantee no DN 352247/MFA 900104/ Vereinigte Staaten issued by Hermes on 25 June 2008 in favour of KfW as Hermes Agent, and

"Loan" means the loan made or to be made under the Facility or the principal amount outstanding from time to time being of the loan



FILE COPY

P.

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 2065
CHARGE NO. 30

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF
ASSIGNMENT DATED 15 DECEMBER 2011 AND CREATED BY
LLOYDS TSB BANK PLC FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO KFW IPEX-BANK
GMBH ON ANY ACCOUNT WHATSOEVER 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 3
JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES