

MG01

Particulars of a mortgage or charge



125208/52

**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 S  
company. To do this, please use  
form MG01s

WEDNESDAY



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05/01/2011

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COMPANIES HOUSE

**1 Company details**

Company number 0 0 0 0 2 0 6 5  
Company name in full Lloyds TSB Bank plc (the "**Bank**")

25 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation d1 d7 m1 m2 y2 y0 y1 y0

**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 assignment deed (the "**Assignment Deed**") dated 17 December 2010 and  
entered into between the Bank and KfW (the "**Assignee**") represented by KfW  
IPEX-Bank GmbH

**4 Amount secured**

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

Amount secured All claims of the Assignee as CIRR Agent under the  
Refinancing Agreement

See continuation sheet for definitions

**Continuation page**

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

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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

#### Continuation page

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

Name	KfW
Address	Palmengartenstrasse 5-9, 60325 Frankfurt, Federal Republic of Germany
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

### 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

- The Bank's right against the Borrower to receive repayment of its share in the Loan under the Facility Agreement,
- The Bank's right against the Borrower to receive payment of interest under the Facility Agreement,
- The Bank's right against the Federal Republic of Germany and/or KfW IPEX-Bank GmbH as Hermes Agent to receive the proceeds under the Hermes Guarantee in proportion to its share in the Loan, and
- The Bank's rights against the Guarantor as guarantor and/or KfW IPEX-Bank GmbH as Facility Agent to receive the proceeds under a Deed of Guarantee dated 17 December 2010

See continuation sheet for definitions.

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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

Nil

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X Stephen Harwood X

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

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## 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 **Andreas Efsthathiou**

Company name **Stephenson Harwood**

Address **One, St Paul's Churchyard**

Post town **London**

County/Region

Postcode **E C 4 M 8 S H**

Country

DX **DX 64 Chancery Lane**

Telephone **0207 809 2645**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

**Borrower** means Carnival plc, or, if Carnival Corporation is nominated as borrower under Clause 2 3 of the Facility Agreement, Carnival Corporation

**CIRR Agent** means the Assignee in its capacity as agent on behalf of the government of the Federal Republic of Germany (represented by the Federal Ministry of Economics and Technology and the Federal Ministry of Finance)

**Facility Agent** means KfW IPEX-Bank GmbH in its capacity as facility agent and Hermes Agent

**Facility Agreement** means a loan facility agreement dated 17 December 2010 made between Carnival plc and Carnival Corporation as obligors, KfW IPEX-Bank GmbH, Banco Bilbao Vizcaya Argentaria, S A London Branch, the Bank, BNP Paribas, Société Générale and DnB NOR Bank ASA as mandated lead arrangers, KfW IPEX-Bank GmbH as facility agent and Hermes agent and KfW IPEX-Bank GmbH, Banco Bilbao Vizcaya Argentaria, S A London Branch, the Bank, BNP Paribas, Société Générale and DnB NOR Bank ASA as lenders (together the "**Lenders**") in relation to the part financing of the construction of a cruise ship with hull no 695 at Meyer Werft GmbH

**Guarantor** means Carnival Corporation, or, if Carnival Corporation is nominated as borrower under Clause 2 3 of the Facility Agreement, Carnival plc

**Hermes** means Euler Hermes Kreditversicherungs AG, Friedrichsallee 254, 22763 Hamburg acting in its capacity as representative of the Federal Republic of Germany in connection with the issuance of export credit guarantees

**Hermes Agent** means KfW IPEX-Bank GmbH in its capacity as agent for Hermes

**Hermes Guarantee** means the finance credit guarantee no DN352247/MFA9001681/FKG Vereinigte Staaten in favour of the Hermes Agent issued on 23 December 2010 by the Federal Republic of Germany, acting by its Ministry of Economics and Technology, represented by Euler Hermes Kreditversicherungs-AG and PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft

**Loan** means the loan facility of up to EUR239,200,000 made available by the Lenders to the Borrower under the Facility Agreement

**Refinancing Agreement** means a refinancing agreement dated 17 December 2010 relating to the Facility Agreement, entered into between the CIRR Agent and the Bank (as supplemented by an interaction agreement entered into between the parties to the Facility Agreement)



## **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. 25

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT DEED DATED 17  
DECEMBER 2010 AND CREATED BY LLOYDS TSB BANK PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE TO  
KFW AS CIRR AGENT 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 5 JANUARY  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JANUARY 2011

DX



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES