

MG01

Particulars of a mortgage or charge

119237/13

IRIS Laserform

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

MONDAY



1

Company details

Company number 0 0 8 6 2 6 1 5

Company name in full Merchant Navy Ratings Pension Fund Trustees Limited

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 22 11 2012

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 Escrow Agreement, as amended by an agreement made pursuant to clause
2A of the Escrow Agreement, both dated 22 November 2012, made between
Merchant Navy Ratings Pension Fund Trustees Limited (the "Trustee") and
Stena Line Limited ("Stena") (the "Escrow Agreement")

4

Amount secured

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

Amount secured For definitions of terms, please see continuation
page 1.

Any obligation of the Trustee under the Escrow
Agreement to return any part of the Escrow Amount
or any proceeds of realisation of the Investment to
Stena

Continuation page

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

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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	Stena Line Limited									
Address	1 Suffolk Way, Sevenoaks									
	Kent									
Postcode	T	N	1	3		1	Y	L		
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

For definitions of terms, please see continuation page 1.

1 1 The parties to the Escrow Agreement declare that:

- | | |
|-------|---|
| 1 1 1 | the Escrow Account and the Escrow Amount will be held in the joint names of Stena and the Trustee on trust for the Beneficiary to be applied in accordance with the terms of the Escrow Agreement |
| 1 1 2 | the Investment and the Investment Account will be held in the sole name of the Trustee on trust for the Beneficiary to be applied in accordance with the terms of the Escrow Agreement |

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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

- 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 N/A

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)

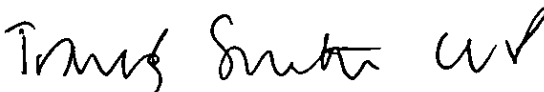
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate 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

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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 Katie McMenamin

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country

DX

Telephone



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:

- ☒ [x] 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

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

The following terms have the following meanings:

2010 Deficit Contribution means the aggregate scheduled deficit contributions which became due and payable by the Stena Employers on 31 March 2012 pursuant to the Schedule of Contributions in force at that date, namely the sum of £9,074,443 50

Aviva OEIC means Aviva Investors Liquidity Funds plc

Beneficiary means Stena and/or the Trustee, as determined in accordance with the terms of the Escrow Agreement.

Escrow Account means the interest-bearing deposit account in the joint names of Stena and the Trustee and maintained by the Bank at its branch at 4 Moorgate, London EC2R 6DA, account number 37312154, IBAN number GB81HAND40516237312154, Client. 4025942, designated "Escrow Account"

Escrow Amount means the monies from time to time standing to the credit of the Escrow Account

Investment means the investment in shares in the Aviva Investors Sterling Core Liquidity Fund of the Aviva OEIC to be made using the Escrow Deposit as contemplated by clause 2.1 3 of the Escrow Agreement (and using any Subsequent Escrow Payment(s) made pursuant to clause 2A of the Escrow Agreement) and held in the sole name of the Trustee in accordance with, and subject to, the terms of the Escrow Agreement (and shall include all rights under or in respect of such investment, whether against the custodian, administrator, distributor fund or director or otherwise howsoever arising)

Investment Account means the account opened by the Trustee with the Investment Instruction Party, by reference to which the Investment is to be held by, or on behalf of, the Trustee

Investment Instruction Party means the administrator of the Aviva OEIC from time to time (and which as at the date of this Agreement is BNY Mellon Investment Servicing (International) Limited) or such other party as Stena and the Trustee may from time to time agree in writing

Escrow Deposit means the amount equal to the 2012 Deficit Contribution to be deposited into the Escrow Account pursuant to clause 2.1 1 of the Escrow Agreement.

Schedule of Contributions means the schedule of contributions from time to time in force which relates to the obligations of the Stena Employers to make contributions to the Fund.

Stena Employers means Stena and Stena Line Pte Limited

Subsequent Contribution Date means 31 March in a year in respect of which a Subsequent Escrow Payment is to be made

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Subsequent Deficit Contribution means the aggregate scheduled deficit contributions which become due and payable by the Stena Employers on a Subsequent Contribution Date pursuant to the Schedule of Contributions in force on that date, in respect of which the parties have agreed that a Subsequent Escrow Payment will be paid by Stena into the Escrow Account

Subsequent Escrow Payment means an amount equal to the particular Subsequent Deficit Contribution in respect of which it is being paid, which is to be paid by Stena into the Escrow Account and to be held pursuant to the Escrow Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 862615
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ESCROW AGREEMENT DATED 22
NOVEMBER 2012 AND CREATED BY MERCHANT NAVY
RATINGS PENSION FUND TRUSTEES LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO STENA LINE LIMITED 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 10 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER
2012



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**