

MG01

Particulars of a mortgage or charge

044858 / 182

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 on a  
company. To do this, please use  
form MG01s

MONDAY



LD2 19/07/2010 110  
COMPANIES HOUSE

1 Company details

Company number 0 0 9 2 5 7 6 8

Company name in full NORFOLKLINE IRISH SEA SHIP OWNERS LIMITED (the "Company")

20 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 0 9 0 7 2 0 1 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

A first preferred British ship mortgage dated 9 July 2010 (the "**Mortgage**") made between the Company and each of the following as mortgagees (the "**Mortgagees**") (i) Danske Bank A/S acting as a lender, (ii) Danmarks Skibskredit A/S acting as a lender, (iii) Skandinaviska Enskilda Banken AB (publ) acting as a lender, (iv) Skandinaviska Enskilda Banken, Danmark, Filial af Skandinaviska Enskilda Banken AB (publ), Sverige (Skandinaviska Enskilda Banken AB (publ) Copenhagen Branch) acting as a lender, (v) Nordea Bank Danmark A/S acting as a lender, (vi) Nordea Bank Finland Plc acting as a hedging bank, (vii) Danske Bank A/S acting as a hedging bank, (viii) Skandinaviska Enskilda Banken, Danmark, Filial af Skandinaviska Enskilda Banken AB (publ),

4 Amount secured

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

Amount secured

07

Payment by the Company to the Mortgagees of all sums for the time being owing to the Mortgagees in the manner and at the times set forth in the Guarantee, the Credit Agreement, the Hedging Agreements and the Deed of Covenant and WHEREAS the amount of principal, interest and other moneys due to the Mortgagees at any given time can be ascertained by reference to the Guarantee and/or the Credit Agreement and/or the Hedging Agreements and/or the Deed of Covenant and/or the books of account (or other accounting records of the Mortgagees)

Definitions

"Borrower" means DFDS A/S,

"Credit Agreement" means a facility agreement dated 17 June 2010 pursuant to which the Lenders have agreed to grant the Borrower a term loan of DKK 1,62,280,000 a revolving credit facility of DKK 210,000,000 and an overdraft facility of DKK 240,000,000 subject to the terms and conditions set forth therein,

Continuation page

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

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## 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

DANSKE BANK A/S

Address

Holmens Kanal 2-12, DK-1092 Copenhagen K, Denmark

Postcode

Name

See continuation Form attached

Address

Postcode

### Continuation page

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

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

All sixty four sixty fourth (64/64th) shares held by the Company in the vessel "LIVERPOOL VIKING" (the "Ship") registered in the name of the Company in the UK Registry of Shipping & Seamen with official number 908794 and all of the Ship's appurtenances

### Continuation page

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

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<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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		
<b>8</b>	<b>Delivery of instrument</b>  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)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature  X <i>Watson, Farley &amp; Williams LLP</i> X  19 July 2010  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 Edwina Donnellan

Company name Watson, Farley & Williams LLP

Address 15 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H B

Country UK

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

- ☐ 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](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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Sverige (Skandinaviska Enskilda Banken AB (publ) Copenhagen Branch) acting as a hedging bank and (ix)  
Danmarks Skibskredit A/S acting as a hedging bank

**"Deed of Covenant"** means a deed of covenant dated 9 July 2010 and made between, inter alia, the Company and the Mortgagees,

**"Guarantee"** means a guarantee contained in clause 15 of the Credit Agreement and acceded to be (inter alia) the Company as a guarantor by an accession letter dated 2 July 2010 in respect of the obligations of the Borrower under the Credit Agreement, and

**"Hedging Agreement"** means each of

(a) Danske Bank A/S

(i) the 1992 ISDA Master Agreement dated as of 17 June 2010 entered into between the Danske Bank A/S and the Borrower and the Schedule relating thereto, and

(ii) any and all Confirmations and Derivative Transactions (both as defined in the ISDA Master Agreement) entered into or to be entered into from time to time between Danske Bank A/S and the Borrower,

(b) Nordea Bank Danmark A/S

(i) the Nordea Customer Contract for Derivative Transactions dated 1 October 2003 and 3 October 2003 entered into between Nordea Bank Finland Plc and the Borrower,

(ii) the approval letter for the line for derivative transactions dated 17 June 2010 issued by Nordea Bank Finland Plc and accepted by the Borrower,

(iii) Nordea General Terms for Derivate Transactions,

(iv) Nordea's rules governing the commitment exposure of financial instruments; and

(v) any and all Confirmations and Derivative Transactions (both as defined in Nordea General Terms for Derivative Transactions) entered into or to be entered into from time to time between Nordea Bank Finland Plc and the Borrower under the line provided under above approval letter,

(c) Skandinaviska Enskilda Banken AB (publ), Copenhagen Branch

(i) framework agreement (in Danish "Rammeaftale for handel med valuta og finansielle instrumenter") executed or to be executed by Skandinaviska Enskilda Banken AB (publ) and by the Borrower, and

(ii) any and all transactions (in Danish "Forretninger") entered into or to be entered into from time to time between Skandinaviska Enskilda Banken AB (publ) and the Borrower under the framework agreement referred to above,

any and all credit support annexes or similar security arrangements entered into in respect of the Hedging Agreements and any other agreements for derivative transactions (including any master agreement, confirmation, schedule or other agreement in relation thereto ) entered into or to be entered into, or which may be entered into from time to time by the Borrower and a Hedging Bank for the purpose of hedging any risk, including without limitation any interest hedging, currency hedging or commodity hedging, except for the Approved Hedging Agreement as defined in the loan agreement dated 9 February 2009 between among others the Borrower as borrower and certain of the Lenders as lenders

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## Mortgagee(s) or person(s) entitled to the charge

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

Name	✓ DANMARKS SKIBSKREDIT A/S
Address	Sankt Annæ Plads 3, DK-1250 Copenhagen K, Denmark
Postcode	
Name	✓ SKANDINAVISKA ENSKILDA BANKEN AB (PUBL)
Address	Kungsträdgårdsgatan 8, S-106 40 Stockholm, Sweden
Postcode	
Name	✓ Skandinaviska Enskilda Banken, Danmark, Filial Af Skandinaviska Enskilda Banken Ab (publ) Sverige
Address	Bernstorffsgade 50, DK-1577 Copenhagen C, Denmark
Postcode	
Name	✓ NORDEA BANK DANMARK A/S
Address	Christiansbro, Strandgade 3, PO Box 850, DK-0900 Copenhagen C, Denmark
Postcode	
Name	✓ NORDEA BANK FINLAND PLC
Address	Aleksanterinkatu 36, 00020 Nordea, Helsinki, Finland
Postcode	
Name	✓ DANSKE BANK A/S
Address	Holmens Kanal 2-12, DK-1092 Copenhagen K, Denmark
Postcode	
Name	✓ Skandinaviska Enskilda Banken, Danmark, Filial Af Skandinaviska Enskilda Banken Ab (publ) Sverige
Address	Bernstorffsgade 50, DK-1577 Copenhagen C, Denmark
Postcode	
Name	✓ DANMARKS SKIBSKREDIT A/S
Address	Sankt Annæ Plads 3, DK-1250 Copenhagen K, Denmark
Postcode	



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

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

**COMPANY NO. 925768  
CHARGE NO. 20**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIRST PREFERRED BRITISH SHIP  
MORTGAGE DATED 9 JULY 2010 AND CREATED BY  
NORFOLKLINE IRISH SEA SHIP OWNERS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE MORTGAGEES 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 19 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JULY 2010

P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES