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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

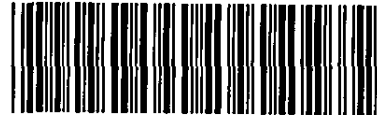
#### ✓ What this form is for

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  
company. To do this, please use  
form MG01s

MONDAY



LD2 19/07/2010 101  
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")

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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 Dutch ship mortgage dated 9 July 2010 (the "Mortgage") made between the Company and Norfolkline Shipping B V as joint mortgagors (the "Mortgagors") and each of the following as mortgagees (the "Mortgagees") (i) Danske Bank A/S, (ii) Danmarks Skibskredit A/S, (iii) Skandinaviska Enskilda Banken AB (publ), (iv) Skandinaviska Enskilda Banken, Danmark, Filial af Skandinaviska Enskilda Banken AB (publ), Sverige (Skandinaviska Enskilda Banken AB (publ) Copenhagen Branch), (v) Nordea Bank Danmark A/S and (vi) Nordea Bank Finland Plc

### 4 Amount secured

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

Amount secured

"Secured Obligations" means all present and future obligations and liabilities of the Borrower to the Mortgagees under or in connection with the Finance Documents, the Hedging Agreements and all liabilities of the Mortgagors under or in connection with the Mortgage, all expressed in an amount of money and in case the obligations and liabilities are not expressed in an amount of money, the claim for damages as a result of breach of this obligation

#### 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,

"Finance Documents" means the Credit Agreement and the Security

#### 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

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Name

See continuation Form attached

Address

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Postcode

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### 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

A mortgage on each Vessel for an amount of Danish Kroner 2,512,280,000 00, to be increased by an amount of Danish Kroner 1,256,140 00 for payment of interest and costs and expenses, and insofar as such goods are not part of or appurtenant to the Vessels, all engines, machinery, boats tackle outfit (including but not limited to computer equipment), stores (other than consumables), spare parts and lubrication oil which are presently aboard the Vessels on which will be put on board the Vessels in future or, if now or later on shore, are intended to be used for the Vessels irrespective of whether such goods are already owned by the Mortgagors or acquired later

### Definitions

"Vessels" means m v "MAERSK ANGLIA", m v "MAERSK EXPORTER" and m v "MAERSK IMPORTER", each owned by the Company, and m v "MAERSK FLANDERS" owned by Norfolkline Irish Sea Ship Owners Limited

### Continuation page

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

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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

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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 *Wadon, Farley & Williams LLP* 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

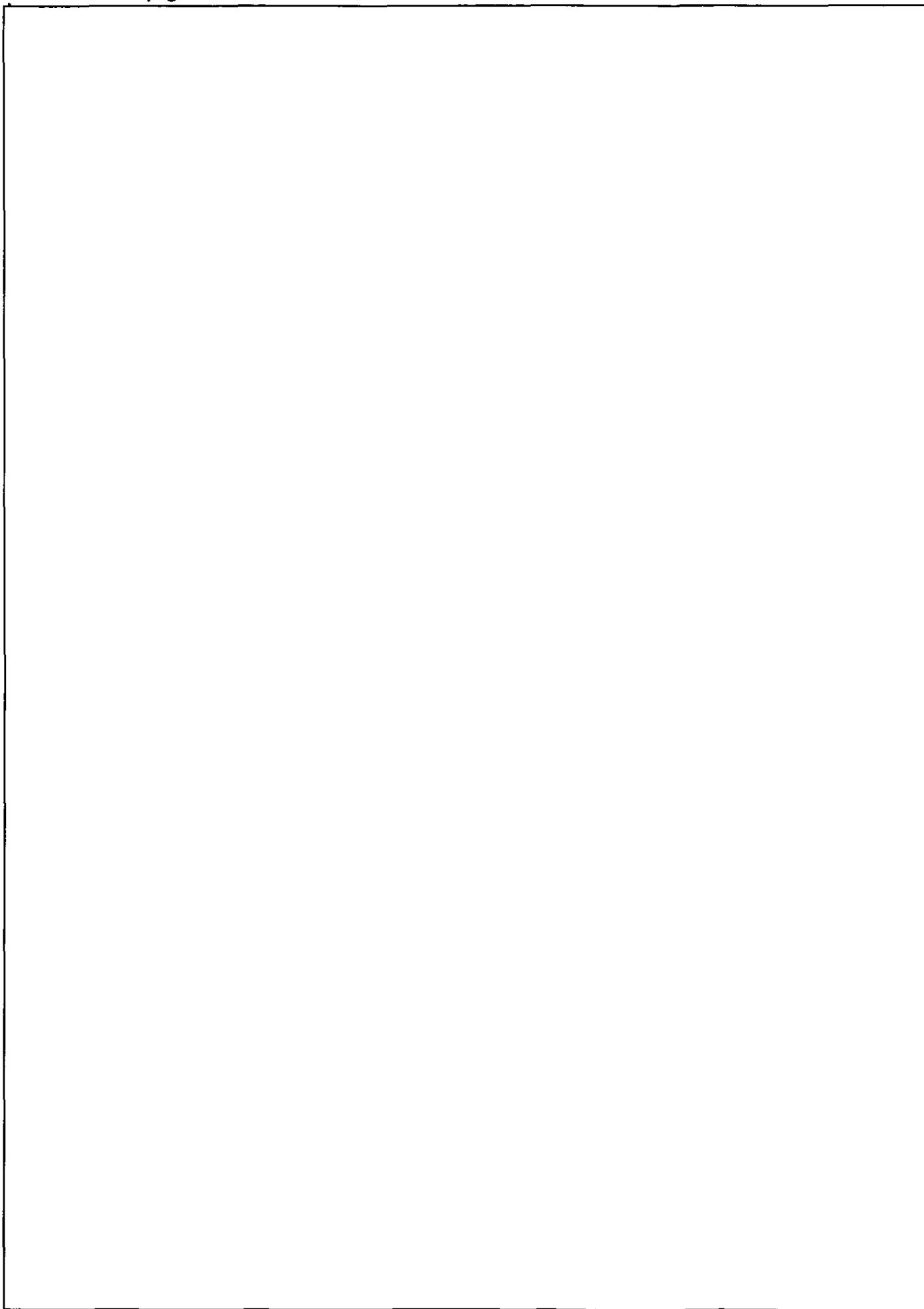


### Further information

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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Documents and all documents and agreements relating to overdraft facilities,

**"Guarantors"** means the Company and Norfolkline Shipping B V as shipowning guarantors and Norfolk Line AB, Norfolk Line B V and Norfolk Line Limited as additional guarantors,

**"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 Derivative 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,

**"Indebtedness"** means the aggregate of all amounts from time to time outstanding due, owing or payable to the Finance Parties from any of the Obligors (whether as principal or as surety) whether actually or contingently under the terms of the Finance Documents and/or in connection therewith (including without limitation by way of principal, interest, default interest, prepayment and cancellation fees, other fees, other Breakage Costs, transaction and enforcement costs (including legal fees) and any other Costs, Taxes, Tax indemnities, currency indemnities and any other indemnities and all claims for damages and other Costs in respect of any Event of Default or any other breach or default by an Obligor under the Finance Documents,

**"Obligors"** means the DFDS A/S, DFDS Tor Line Aktiebolag and each of the Guarantors, and

**"Security Documents"** means the documents listed in clauses 17.1, 17.2 and 17.3 of the Credit Agreement, and any other agreement or document that may be executed at any time by any Obligor or any other person or entity as security for all or any part of the Indebtedness

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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. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DUTCH 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 DFDS A/S 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

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES