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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 on
company property. To do this, use
form MG01s



LD2 28/07/2010 96
COMPANIES HOUSE

LD2 19/07/2010 105
COMPANIES HOUSE

WEDNESDAY
MORNING

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")

23 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 09/07/2010

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 deed of covenant (the "Deed") dated 9 July 2010 and made between (i) the Company and (ii) Danske Bank A/S, Danmarks Skibskredit A/S, Skandinaviska Enskilda Banken AB (publ), Skandinaviska Enskilda Banken Danmark, Filial af Skandinaviska Enskilda Banken AB (publ), Sverige (Skandinaviska Enskilda Banken AB (publ) Copenhagen Branch) and Nordea Bank Danmark A/S as lenders (together, the "Lenders"), (iii) Nordea Bank Finland Plc, Danske Bank A/S and Skandinaviska Enskilda Banken Danmark, Filial af Skandinaviska Enskilda Banken AB (publ), Sverige (Skandinaviska Enskilda Banken AB (publ) Copenhagen Branch) as hedging banks (together, the "Hedging Banks") and (iv) Danmarks Skibskredit A/S as security agent (the "Security Agent")

4 Amount secured

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

Amount secured

97
The "Secured Obligations" being all liabilities which the Company, the
Obligors or any of them have, at the date of the Deed or at any later time or
times, to any Finance Party or any Hedging Bank under or in connection with
the Credit Agreement, any other Finance Document or any Hedging Agreement
or any judgment relating to the Credit Agreement, any other Finance Document
or any Hedging Agreement, and for this purpose, there shall be disregarded any
total or partial discharge of these liabilities, or variation of their terms, which is
effected by, or in connection with, any bankruptcy, liquidation, arrangement or
other procedure under the insolvency laws of any country

Definitions

"Advances" means the Term Advance, each Revolving Advance and each
Overdraft Advance,

"Banking Day" means a day on which dealings are carried on in the
Copenhagen interbank market and on which banks are open for all banking

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

Continuation page

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

Name



DANSKE BANK A/S

Address

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

Postcode

Name

Address

See continuation Form attached

Postcode

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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 Company mortgages the Ship to the Lenders, the Hedging Banks and the Security Agent as a continuing security for the due and punctual payment by the Company of the Secured Obligations and the observation and performance by the Company of its obligations under clause 2 1(b) of the Deed

Definitions

"Security Interest" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect, and

+45
"Ship" means the vessel "DUBLIN VIKING" registered at the port of the United Kingdom under Official Number 908785 and includes any share or interest in that vessel and its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether not owned or hereafter acquired

Negative Pledge, disposal of assets

The Owner shall not sell, create any Security Interest not exclusively securing the Secured Obligations over or otherwise dispose of the Ship or any right relating to the Ship

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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 Watson Perley & 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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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	020 7863 8925



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 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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Continued from page 1

business in Copenhagen and Stockholm,

"Borrower" means DFDS A/S,

"Breakage Costs" means the amount (if any) by which

(a) the interest which a Lender should have received for the period from the date of receipt of all or part of its participation in an Advance to the last day of the current Interest Period in respect of that Advance, had the principal amount received been paid on the last day of that Interest Period, exceeds

(b) the amount which that Lender would be able to obtain by placing an amount equal to the principal amount received by it on deposit with a leading bank in the relevant interbank market for a period starting on the Banking Day following receipt or recovery and ending on the last day of the current Interest Period,

"Costs" means all documented costs, expenses, disbursements, payments, charges, losses, demands, claims, liabilities, penalties, fines, damages, judgments, orders, sanctions, taxes, fees (including court fees and legal fees) and any other outgoings of whatever nature,

"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 (the **"Term Loan Facility"**), a revolving credit facility of DKK 210,000,000 (**"Revolving Credit Facility"**) and an overdraft facility of DKK 240,000,000 (the **"Overdraft Facilities"**) subject to the terms and conditions set forth therein,

"Event of Default" means any of the events listed in clause 20 1 of the Credit Agreement,

"Finance Documents" means the Credit Agreement and the Security Documents and all documents and agreements relating to overdraft facilities,

"Finance Party" means the Lenders, the Security Agent and Nordea Bank Danmark A/S as paying agent,

"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,

"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,

"Interest Period" means each of the Interest Periods as described in clause 8 4 of the Credit Agreement,

"New Lender" shall have the meaning set out in clause 22 1 of the Credit Agreement,

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

"Overdraft Advance" means each advance under the Overdraft Facilities made or to be made to the Borrower or, as the case may be, the outstanding principal amount of any such advances and any interest debited to the relevant Overdraft Facility Account,

"Overdraft Facility Account" means the overdraft facility accounts allocated by each of the Overdraft Lenders to their respective Overdraft Facilities,

"Overdraft Lenders" means Danske Bank A/S, Skandinaviska Enskilda Banken Danmark, Filial af Skandinaviska Enskilda Banken AB (publ), Sverige (Skandinaviska Enskilda Banken AB (publ) Copenhagen Branch), Nordea Bank Danmark A/S and any New Lender and their respective successors and assignees,

"Revolving Advances" means each advance under the Revolving Credit Facility made or to be made to the Borrower or, as the case may be, the outstanding principal amount of any such advances,

"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,

"Taxes" means all present and future taxes, levies, impost, duties, charges, fees, deductions and withholdings, and any restrictions and or conditions resulting in a charge (other than taxes on the overall net income of the Lenders),

"Term Advance" means the advance under the Term Loan Facility made or to be made to the Borrower or, as the case may be, the outstanding principal amount of any such advance

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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. 23**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF COVENANT 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 THE OBLIGORS OR ANY
OF THEM TO ANY FINANCE PARTY OR ANY HEDGING BANK
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 28 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 AUGUST 2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES