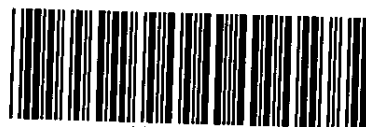


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **What this form is for**
You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge against a company

X What this form is NOT for: You may not use this form to register a statement of intent to sue in full or in part of a new charge against an LLP.

FRIDAY



A22

A4ADJJRC

26/06/2015

#2

COMPANIES HOUSE

1 Company details

Company number	0	1	5	8	9	6	2	6
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Company name in full	R B Equipment Leasing Limited
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→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013. Complete **Part A and Part C**

→ On or after 06/04/2013 Complete **Part B** and **Part C**

Part A	Charges created before 06/04/2013
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A1	Charge creation date
----	----------------------

Please give the date of creation of the charge

Charge creation date	d3	d0	m1	m1	y2	y0	y0	y1
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A2	Charge number
----	---------------

Please give the charge number. This can be found on the certificate.

Charge number*				
----------------	--	--	--	--

A3	Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description	Deed of Covenants collateral to Statutory Mortgage over the Ship made between the Company, the Lessee and the Mortgagee (the "Deed of Covenants")
------------------------	---

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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced

Instrument description

Where -

"Agreement" means the Letter of Credit Facility Agreement dated 30 November 2001 made between the Mortgagee and the Lessee as the Same may from time to time be supplemented, varied or amended whereby the Mortgagee has agreed to issue the First Letter of Credit to the Company, at the request of the Lessee,

"Counter-Indemnity" means the indemnity obligations on the part of the Lessee contained in Clause 5 of the Agreement and/or the indemnity obligations of the Lessee arising in favour of the Mortgagee by operation of law,

"Excluded Items" means any equipment, spare gear, fuel, consumable and other stores and belongings in respect of the Ship, whether on board or ashore, not being the property of the Company and personal belongings of the Master and crew,

"Lessee" means P&O North Sea Ferries Limited, a company incorporated in England and Wales with company number 00809079 whose registered office is at King George Dock, Hedon Road, Hull, HU9 5QA, and

"Ship" means the passenger cruise ferry m v "Pride of Hull" registered under British Flag in the name of the Company with Hull as its port of choice and having official number 905161 or any part thereof and includes any share or interest therein and its engines, machinery, boats, tackle, outfit, spare gear, bunkers, lubricating oil or other stores belonging thereto and appurtenances whether on board or ashore and whether now owned or hereafter acquired by the Company and all additions, replacements and improvements hereafter made to the Ship (excepting only Excluded Items),

"Statutory Mortgage" means the statutory mortgage dated 30 November 2001 over all the sixty-four sixty-fourths shares of the Company in the Ship, constituting a first priority mortgage over the said shares

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3	Description of instrument (if any)
Instrument description	<p data-bbox="343 409 1102 477">Please give a description of the instrument (if any) by which the charge is created or evidenced</p> <p data-bbox="343 499 1102 566">"Default Rate" means the rate set forth in Clause 9 1 of the Agreement,</p> <p data-bbox="343 589 1102 678">"Expenses" means the aggregate at any relevant time (to the extent that the same have not been received or recovered by the Mortgagee or any Receiver) of -</p> <p data-bbox="343 701 1102 846">(a) all losses, costs, charges, expenses and outgoings of whatever nature (including, without limitation, taxes, registration fees and insurance premiums) suffered, reasonably incurred or paid by the Mortgagee or any Receiver in connection with the exercise of the powers referred to in the Deed of Covenants, and</p> <p data-bbox="343 869 1102 1014">(b) interest on all such losses, costs, charges, expenses and outgoings from the date on which the same was suffered, incurred or paid by the Mortgagee or any receiver until the date of receipt or recovery thereof (whether before or after judgment) at the Default Rate</p> <p data-bbox="343 1037 1102 1149">Provided that the Mortgagee shall render an invoice to the Company and/or the Lessee (as applicable) for such losses, charges, expenses and/or outgoings promptly after the same were suffered, incurred or paid by the Mortgagee,</p> <p data-bbox="343 1171 1102 1373">"First LC Relevant Documents" means the Agreement, the Security Documents and any documents supplemental to any of them which the Mortgagee and the Lessee agree in writing from time to time shall be First LC Relevant Documents for the purpose of the Agreement and all notices, consents, certificates and other documents and agreements issued or, as the case may be, to be issued pursuant to any of the foregoing,</p> <p data-bbox="343 1395 695 1429">"First Letter of Credit" means -</p> <p data-bbox="343 1451 1102 1653">(a) the irrevocable standby letter of credit dated 30 November 2001 issued by the Mortgagee to the Company at the request of the Lessee pursuant to the Agreement and inclusive of the latest Maximum Amount Adjustment Certificate (as defined in the Agreement) (if any) executed by the Mortgagee and the Company after the date of the Deed of Covenants pursuant to the said Letter of Credit and Clause 3 3 of the Agreement, or</p> <p data-bbox="343 1675 1102 1821">(b) as the context may require, any replacement letter of credit from time to time issued by the Mortgagee in favour of the Company and which the Company, the Lessee and the Mortgagee may from time to time agree in writing shall constitute the "First Letter of Credit" under the Agreement,</p>

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is created or evidenced.

Instrument description

"Outstanding Amount" means at any time when no demand for payment has been made by the Company on the Mortgagee under the First Letter of Credit the sum of the actual and contingent liability of the Mortgagee under or pursuant to the First Letter of Credit or, if such a demand has been made by the Company on the Mortgagee, the sum which the Lessee is actually liable to pay to the Mortgagee under the Counter-Indemnity and which remains outstanding,

"Outstanding Indebtedness" means the Outstanding Amount together with accrued interest thereon and all other monies of whatever nature (including without limitation, accrued commission and Expenses) due or to become due to the Mortgagee under the First LC Relevant Documents,

"Receiver" means any receiver and/or manager appointed pursuant to Clause 8 of the Deed of Covenants,

"Secured Obligations" means (a) all obligations of the Lessee whatsoever and whensoever arising (whether of payment, indemnity, performance or otherwise howsoever) under or pursuant to the First LC Relevant Documents including without limitation the Counter-Indemnity and the payment of the Outstanding Indebtedness and (b) all obligations of the Company and the Lessee whatsoever and whensoever arising under or pursuant to the Statutory Mortgage and the Deed of Covenants,

"Security Documents" means the documents specified in Part A of the Second Schedule to the Agreement together with any further securities which the Mortgagee and the Lessee agree in writing to constitute a "Security Document" for the purpose of the Agreement

MR04

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

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

Short particulars

All the Company's rights, title and interest, present and future in and to the following -

- 1 the Ship,
- 2 the Insurances, and
- 3 any Requisition Compensation,

The due and prompt discharge of the Secured Obligations,

Where -

"Cancellation Date" means the date upon which the Company delivers to the Mortgagee a Cancellation Notice in respect of the First Letter of Credit duly executed as a deed by the Company and accompanied by the original of the First Letter of Credit,

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

① Charge code
This is the unique reference code
allocated by the registrar

Charge code ①

-

MR04 - continuation page
Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"Cancellation Notice" means a cancellation notice in the form set out in Appendix 4 to the First Letter of Credit,</p> <p>"Compulsory Acquisition" means requisition for title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation, forfeiture or confiscation for any reason of the Ship by any Government Entity or other competent authority whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title;</p> <p>"Government Entity" means any supra national, national or local government or regulatory authority, board commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant (in each case whether having a distinct legal personality or not),</p> <p>"Insurances" means -</p> <p>(a) all policies and contracts of insurance (which expression includes all entries of the Ship in a protection and indemnity or war risks association) which are from time to time during the Security Period in place or taken out or entered into by the Lessee alone or the Company and the Lessee in respect of the Ship (but excluding any policies and contracts of insurance taken out or entered into for the sole benefit of the Company or the Mortgagee) or otherwise howsoever in connection with the Ship, and</p> <p>(b) all benefits thereof (including claims of whatsoever nature and return of premiums);</p> <p>"Lease" means the lease agreement dated 30 November 2001 made between the Company and the Lessee whereby the Company has agreed to lease the Ship to the Lessee for the period and upon the terms and conditions therein contained</p> <p>"Redemption Date" means the date on which both of the following events have occurred -</p> <p>(a) the Cancellation Date has occurred, and</p> <p>(b) the Mortgagee has received irrevocable and unconditional payment of the Outstanding Indebtedness,</p> <p>"Requisition Compensation" means all sums of money or other compensation from time to time payable in respect of the Compulsory Acquisition of the Ship,</p> <p>"Security Period" means the date commencing on the date of the Agreement and terminating on the Redemption Date</p>	

MR04

Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges

C1 Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box.

- ☒ In full
☐ In part

C2 Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Name Carolyn Jean Down

Please give the address of the person delivering this statement

Building name/number

Street 280 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 4 R B

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge Director of RBS Secretanal Services Limited Secretary of the

Chargor

C3 Signature

Please sign the form here.

Signature

Signature

X 

X

MR04

Statement of satisfaction in full or in part of a 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. The contact information you give will be visible to searchers of the public record.

Contact name	Carolyn Down
Company name	Corporate Governance & Secretariat
	The Royal Bank of Scotland
Address	5th Floor
	280 Bishopsgate
Post town	London
County/Region	
Postcode	E C 2 M 4 R B
Country	
DX	
Telephone	020 7672 0799



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.
- Part A Charges created before 06/04/2013**
 - ☐ You have given the charge date
 - ☐ You have given the charge number (if appropriate)
 - ☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4
- ☐ **Part B Charges created on or after 06/04/2013**
You have given the charge code
- ☐ **Part C To be completed for all charges**
 - ☐ You have ticked the appropriate box in Section C1
 - ☐ You have given the details of the person delivering this statement in Section C2.
 - ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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