

MG01

Particulars of a mortgage or charge



122676/13.  
**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 regis  
particulars of a charge for a Scott  
company To do this, please use  
form MG01s

TUESDAY



\*LSPRBHDY\*

LD6

09/02/2010

11

COMPANIES HOUSE

**1**

**Company details**

Company number

0 2 2 7 9 1 6 7

Company name in full

Bank of Scotland Structured Asset Finance Limited

(the "Chargor")

3 7

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

2 8 0 1 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

Deed of charge (the "Deed")

**4**

**Amount secured**

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

Amount secured

07  
The aggregate amount outstanding of the principal  
Sterling amounts advanced by Kreditanstalt fur  
Wiederaufbau (the "Chargee") to Halifax plc (the  
"Borrower") pursuant to clause 3 of a loan  
agreement dated 7 June 1999 under reference F(WO)34  
(as amended, varied or supplemented from time to  
time, the "KfW Loan Agreement") made between (1)  
the Chargee as lender and (2) the Borrower as  
borrower pursuant to which the Chargee as lender  
made available to the Borrower a Sterling loan  
facility so as to enable the Borrower to fund a  
Sterling loan facility in the same amount made  
available by the Borrower as lender to the Chargor  
as borrower or (as the context requires) the  
aggregate principal Sterling amount outstanding  
under the KfW Loan Agreement plus accrued interest  
(see continuation sheet)

**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 Kreditanstalt fur Wiederaufbau

Address Palmengartenstrasse 5-9, D-60325 Frankfurt-am-Main

Federal Republic of Germany

Postcode

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

By way of first fixed charge and with full title, guarantee, all of the Chargor's rights, title and interest in and to the New Proceeds Account and by absolute assignment and agreement to assign all the Chargor's rights and title to receive payment from HSBC Bank plc acting through its branch at 62/76 Park Street, 2nd Floor, London SE1 9DZ (the "Proceeds Bank") of the debt or debts from time to time represented by the New Proceeds Account (the "Charged Property")

The Chargor represents and warrants to the Chargee that it has not created any Encumbrance in respect of the Charged Property other than the Deed, the Second Proceeds Account Charge and the rights of the parties thereto under the Payments Agreement,

Pursuant to Clause 4 of the Deed the Chargor undertakes that, until the date on which the Chargee has received irrevocable and unconditional payment in full of the Indebtedness, it will not, without the prior written consent of the Chargee, create any Encumbrance or permit any Encumbrance to subsist against the New Proceeds Account (other than created by the Deed, the Second Proceeds Account Charge or the Payments Agreement)

"Charterer" means Citrine Shipping Company Limited, a company incorporated in the Isle of Man whose registered office is at PO Box 166, 4<sup>th</sup> Floor, One Circular Road, Douglas, IM99 3NZ, Isle of Man

(see continuation sheet)

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## Particulars of a mortgage or charge

### 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

### 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 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).

### 9 Signature

Please sign the form here

Signature

Signature

X *Stephenson Hannock* 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

Company name

Stephenson Harwood

Address

Post town

County/Region

Postcode

E

C

4

M

8

S

H

Country

DX DX 64 Chancery Lane

Telephone 020 7452 4125



### 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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### Amount secured

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

Amount secured

under clauses 5.1 and 5.2 of the KfW Loan Agreement (the "Indebtedness")  
  
"Sterling" and "£" each means available and freely transferable and convertible funds in lawful currency of the United Kingdom of Great Britain and Northern Ireland

# MG01 - continuation page

## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

"Dollars" and "\$" each means available and freely transferable and convertible funds in lawful currency of the United States of America

"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest or other encumbrance of any kind securing any obligation of any person or having the effect of conferring security or any type of preferential arrangement (including, without limitation, title transfer and/or retention arrangements having a similar effect)

"Head Charter" means, in respect of the Ship, the charterparty by way of demise of 7 June 1999 and made between (1) the Chargor and (2) the Charterer

"New Proceeds Account" means a non-interest bearing Dollar account number 400515 68446206 of the Chargor with the Proceeds Bank which term shall include (i) all monies from time to time credited thereto and (ii) any part thereof and includes any redesignations or sub-accounts thereof or any replacement or substitute account thereof.

"Payments Agreement" has the meaning given to that expression in the Head Charter

"Second Proceeds Account Charge" means the second priority charge over the New Proceeds Account dated 28 January 2010 made by the Chargor in favour of the Charterer

"Ship" means the containership identified as Hull No 21 named "NEDLLOYD BARENTZ"



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

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

**COMPANY NO. 2279167  
CHARGE NO. 37**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 28  
JANUARY 2010 AND CREATED BY BANK OF SCOTLAND  
STRUCTURED ASSET FINANCE LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
KREDITANSTALT FUR WIEDERAUFBAU 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 9  
FEBRUARY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 FEBRUARY  
2010**

*DX/105*



*Companies House*  
— for the record —



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