

MR04

Statement of satisfaction in full or in part of a charge



Companies House

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

☐ **What this form is NOT for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04

THURSDAY



A19

A4GL16HD

24/09/2015

#275

COMPANIES HOUSE

1 Company details

Company number 03117146

Company name in full Royal Bank Asset Finance Limited

3

→ **Filing 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

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date 08/11/2001

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 Mortgage dated 8th November, 2001 between the Chargor and the
Chargee (as defined below) relating to a 11,000 DWT Aframax
Crude Oil Tanker currently under construction at Samsung Heavy
Industries Co Ltd with Hull No 1432 and to be registered under
British Flag at the Port of Douglas (the "Vessel")

Amount Secured

Capitalised terms in this Form 395, where not defined in the text, are
defined in the continuation sheets

Continuation page

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

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Short particulars of the property or undertaking charged

Short particulars

As security for the Secured Obligations, the Chargor (i) mortgages to the Chargee the Vessel by way of first priority mortgage (subject to any prior ranking security interest created by a person other than the Chargor), and (ii) assigns to the Chargee the Assigned Proceeds

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

Charges created on or after 06/04/2013

Charge code

Charge code ①

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This is the unique reference code allocated by the registrar

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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

Under and in accordance with a charterparty (the "Charter") by way of demise dated 14th September, 2001 in respect of the Vessel between the Chargor and the Chargee all present and future obligations (the "Secured Obligations") of the Chargor

(a) not to revoke, other than pursuant to any express right to do so contained in the Charter, the appointment of the Chargee as exclusive sales agent of the Chargor in relation to the Vessel,

(b) to transfer such title as the Chargor has acquired to the Vessel pursuant to the Hire Purchase Agreement to a purchaser thereof as and when required to do so pursuant to the Charter,

(c) to procure that the Net Sale Proceeds, Requisition Compensation or Net Total Proceeds resulting from a sale or Total Loss are to the extent received by the Chargor applied in accordance with clause 13 2 4 and 18 3 3 respectively of the Charter, and

(d) to give notice to the Owner exercising its rights to acquire title to the Vessel pursuant to the Hire Purchase Agreement when it has undertaken to do so pursuant to Paragraph 2 3 of Schedule 4 to the Charter

Definitions

For the purposes of this Form 395, the following words and expressions shall each have the meaning respectively attributed to them below

"Assigned Proceeds" means the Net Sale Proceeds or the Net Total Loss Proceeds as circumstances require,

"Compulsory Acquisition" means requisition for title or any compulsory acquisition whatsoever of the Vessel (otherwise than by requisition for hire) by any governmental or other competent authority whether de jure or de facto or by any person acting or purporting to act by authority of the same,

"Dollar Equivalent" of an amount in a currency other than Dollars for any day means the amount of Dollars required to purchase that amount at the spot rate of exchange of The Royal Bank of Scotland Public Limited Company for the purchase of the applicable currency with Dollars in the London foreign exchange market at 11 00am for delivery on that day,

"Dollars" or "\$" means the lawful currency from time to time of the United States of America,

"Government Entity" includes (whether having a distinct legal personality or not) any European Union, national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association,

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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	<p>organisation or institution to which any of the foregoing belongs or to whose jurisdiction any of the foregoing belongs or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant,</p> <p>"Hire Purchase Agreement" means the hire purchase agreement in respect of the Vessel dated 8th November, 2001 between the Owner, the Chargor and the Chargee,</p> <p>"Insurances" means all policies and contracts of insurance which are from time to time during the period of the Charter in place or taken out or entered into (a) pursuant to clause 12 of the Charter in respect of the Vessel or (b) otherwise howsoever in connection with the Vessel and, in each case, all benefits thereof (including claims of whatsoever nature and return of premiums),</p> <p>"Net Sale Proceeds" means, in relation to a sale of the Vessel or any Surviving Parts, the Dollar amount or, as the case may be, the Dollar Equivalent of the consideration actually and unconditionally received by the Chargor from a purchaser of the Vessel or any Surviving Parts and any non-refundable deposit paid to or for the account of the Chargor by a person acquiring or proposing to acquire the Vessel or any Surviving Parts or other agreement to acquire the Vessel or any Surviving Parts which has been withdrawn, terminated or cancelled or which has lapsed, after deducting in each case</p> <p>(a) any value added tax for which the Chargor is required to account in respect of such sale, and</p> <p>(b) The Chargor's costs and out of pocket expenses reasonably incurred in connection with such sale (including but not limited to brokers' commissions, legal fees, registration fees and stamp duties) or properly incurred in recovering possession of or in moving, insuring or maintaining the Vessel,</p> <p>"Net Total Loss Proceeds" means, in relation to a Total Loss of the Vessel, the Dollar amount or, as the case may be, the Dollar Equivalent of the Total Loss Proceeds after deducting the Chargor's costs and out of pocket expenses reasonably incurred by the Chargor in connection with the collection of such Total Loss Proceeds,</p> <p>"Owner" means Statuette Limited,</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 Vessel,</p> <p>"Sub-Charterer" means any person who from time to time enters into any voyage, time or demise charter of the Vessel with the Chargee in accordance with the terms of the Charter,</p>

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Description of instrument (if any)

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

Instrument description

"Surviving Parts" means, in the event of a Total Loss of the Vessel and if the insurers of the Vessel have satisfied or admitted in full their obligation under the Insurances and have expressly waived any rights they may have, or would or might acquire, in the Vessel, those spares and other parts comprising part of the Vessel which survive that Total Loss, whether through being stored ashore or otherwise,

"Total Loss" means

(a) the actual or constructive or compromised or arranged or agreed total loss of the Vessel, or

(b) the Compulsory Acquisition of the Vessel, or

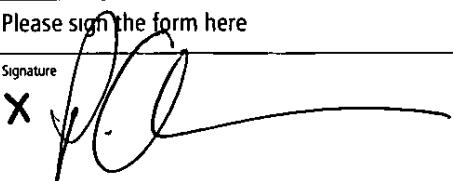
(c) the capture, seizure, arrest, detention, forfeiture or confiscation of the Vessel (other than where the same amounts to Compulsory Acquisition or requisition for hire of the Vessel by any Government Entity) unless the Vessel be released and restored to the possession of the Chargee, a Sub-Charterer, the Chargor or the Owner from such condemnation, capture, seizure, arrest, detention, forfeiture or confiscation within six months after the occurrence thereof,

"Total Loss Proceeds" means the proceeds of the Insurances or other compensation in respect of a Total Loss unconditionally received and retained by or on behalf of the Chargor following a Total Loss

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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		
<input checked="" type="checkbox"/> In full		
<input type="checkbox"/> 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	Philip Antony Cheesman	
Please give the address of the person delivering this statement		
Building name/number	5 - 10	
Street	Great Tower Street	
Post town	London	
County/Region		
Postcode	E C 3 P 3 H X	
Please give the person's interest in the charge (e.g. chargor/chargee etc)		
Person's interest in the charge	Director of Royal Bank Asset Finance Limited	
C3	Signature	
Please sign the form here		
Signature		

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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. The contact information you give will be visible to searchers of the public record.

Contact name Zoe McDonagh

Company name RBS

CG&S

Address 5th floor

280 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 4 R B

Country England

DX

Telephone 02076721019



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