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\* insert full name  
of company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

Name of company

\* P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House,  
Braham Street, London, E1 8EP

Date of creation of the charge

11 April 1999

Description of the instrument (if any) creating or evidencing the charge (note 2)

DEED OF GENERAL SECURITY ASSIGNMENT relating to Hyundai Heavy Industries Co., Ltd. and Hyundai Corporation hull no. 1274 made between the Chargor as Parent (1) and the Chargee as Security Trustee (2) (the "Assignment")

Amount secured by the mortgage or charge

The Secured Obligations as defined in the Assignment as meaning any and all monies, liabilities and obligations (whether actual or contingent, whether existing as at 11 April 1999 or thereafter arising, whether as principal or surety, whether or not for the payment of money and including Broken Funding Costs and any obligation or liability to pay damages) which are as at 11 April 1999 or which may at any time and from time to time thereafter be due, owing, payable or incurred or expressed to be due, owing, payable or incurred from or by any of the Sub-Lessee, the Original Purchaser and/or the Parent (in each case, in any capacity) to any one or more of the Banks, the Facility Agent and/or the Security Trustee under the Assignment and/or any of the other Transaction Documents.

Names and addresses of the mortgagees or persons entitled to the charge

ING BANK N.V. (the "Chargee") of Weena 501, Rotterdam, the Netherlands

Postcode

Presentor's name address and  
reference (if any);

Wilde Sapte  
1 Fleet Place  
London  
EC4M 7WS

For official use  
Mortgage Section

Post room

Time critical reference  
SQW/NXK/146604/357667.01



Short particulars of all the property mortgaged or charged

The Assigned Property as defined in the Assignment as meaning, collectively, all of the right, title and interest, present and future, of the Parent in, to and under the First Novation and Supervision Agreement and the First Refund Guarantees, including all payments to the Parent in respect thereof and all claims, rights and remedies of the Parent arising therefrom (including all damages and compensation payable for or in respect thereof).

The words and expressions used in this Form 395 shall have the meanings ascribed to them below:-

"Advance" means the First Ship First Advance, the Second Ship First Advance, the First Ship Second Advance, the Second Ship Second Advance, the First Ship Third Advance, the Second Ship Third Advance, the First Ship Fourth Advance and/or, as the case may be, the Second Ship Fourth Advance and "Advances" shall be construed accordingly;

"Banks" means the banks and financial institutions listed in Schedule 1 of the LFA, their respective successors in title and any Bank Transferee;

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Particulars as to commission allowance or discount (note 3)

None

Signed

*Arude Sapre*

Date 23 April 1999

On behalf of ~~[company]~~ mortgagee/chargee<sup>†</sup>

<sup>†</sup> delete as  
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 1

Company Number

03279820

Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
London E1 8EP

Description of the instrument creating or evidencing the mortgage or charge (continued)

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 2

Company Number

03279820

Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
London E1 8EP

Amount due or owing on the mortgage or charge (continued)

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COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 3

Company Number

03279820

Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
London E1 8EP

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Company Number

03279820

Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
London E1 8EP

Short particulars of all the property mortgaged or charged (continued)

"**Advance**" means the First Ship First Advance, the Second Ship First Advance, the First Ship Second Advance, the Second Ship Second Advance, the First Ship Third Advance, the Second Ship Third Advance, the First Ship Fourth Advance and/or, as the case may be, the Second Ship Fourth Advance and "**Advances**" shall be construed accordingly;

"**Banks**" means the banks and financial institutions listed in Schedule 1 of the Loan Facility Agreement, their respective successors in title and any Bank Transferee;

"**Bank Transferee**" has the meaning ascribed to such term in Clause 20.3.1 of the Loan Facility Agreement;

"**Borrowers**" means, collectively, the First Borrower and the Second Borrower and "**Borrower**" and "**a Borrower**" shall be construed accordingly;

"**Broken Funding Costs**" means the amount that the Facility Agent certifies as necessary to compensate the Banks or any of them for any Losses incurred or to be incurred by them as a consequence of (a) repayment in respect of funds borrowed (or committed to be borrowed) or deposits taken (or committed to be taken) from third parties in connection with the participation of any of the Banks in the Loan Facility, or in liquidating or re-employing such funds or deposits and (b) the termination of any swap, deposit or other fixed rate funding arrangement entered into on standard market documentation and terms by any of the Banks in connection with or in relation to its Participation **PROVIDED THAT** any such Losses incurred by a Bank at the time of a transfer by such Bank of all or part of its participation in an Advance under Clause 20.3.1 of the Loan Facility Agreement and which arise solely as a result of any such transfer shall not constitute "Broken Funding Costs" and accordingly shall not be included in the amount so certified by the Facility Agent;

"**Broken Funding Gains**" means the amount that the Facility Agent certifies as the gain (if any) arising as a consequence of (a) repayment in respect of funds borrowed (or committed to be borrowed) or deposits taken (or committed to be taken) from third parties in connection with the participation of any of the Banks in the Loan Facility, or in liquidating or re-employing such funds or deposits and (b) the termination of any swap, deposit or other fixed rate funding arrangement entered into on standard market documentation and terms by any of the Banks in connection with or in relation to its Participation;

"**Builder**" means, collectively, Hyundai Heavy Industries Co., Ltd. and Hyundai Corporation, 1 Cheonha-Dong, Dong-Ku, Ulsan, Korea and includes each of their respective successors and assignees;

"**Building Contracts**" means, collectively, the First Ship Building Contract and the Second Ship Building Contract and "**Building Contract**" shall be construed accordingly;

"**Classification Society**" means Lloyds Register of Shipping or such other classification society which

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Short particulars of all the property mortgaged or charged (continued)

the relevant Borrower shall, at the request of the Sub-Lessee, have agreed in writing;

**"Commitment"** means, with respect to a Bank and an Advance and at any time, the amount in Dollars described as such and set out or, as the case may be, calculated in accordance with the provisions set out opposite the name of such Bank under the heading of the relevant Advance in Schedule 1 of the Loan Facility Agreement or, as the case may be, the schedule to the relevant Transfer Certificate, as the same may be cancelled or reduced from time to time pursuant to the terms of the Loan Facility Agreement and **"Commitments"** shall be construed accordingly;

**"Deed of Proceeds and Priorities"** means the First Deed of Proceeds and Priorities or, as the context may require, the Second Deed of Proceeds and Priorities;

**"Delivery"** means, in respect of a Ship, the time when the Builder shall deliver that Ship to the Lessor pursuant to the provisions of the relevant Novated Building Contract;

**"Delivery Date"** means the date upon which Delivery shall occur;

**"Dollars"** means the lawful currency from time to time of the United States of America;

**"Existing Bank"** has the meaning ascribed to such term in Clause 20.3.1 of the Loan Facility Agreement;

**"Facility Agent"** means ING Bank N.V. in its capacity as facility agent for and on behalf of the Banks;

**"First Borrower"** means Cape Frances Shipping Company Limited, a company incorporated under the laws of the Cayman Islands whose registered office is at P.O. Box 694 GT, 54 Edward Street, CIBC Financial Centre, George Town, Cayman Islands;

**"First Deed of Proceeds and Priorities"** means the deed dated 19 April 1999 between the Security Trustee, the Facility Agent, the Banks, the Lessor, the First Borrower, the Sub-Lessee, the Receivables Purchaser, ING Bank N.V., London Branch and the Remarketing Agent with respect to the First Ship;

**"First Head Lease"** means the lease agreement with respect to the First Ship dated 11 April 1999 between the Lessor and the First Borrower;

**"First Novation and Supervision Agreement"** means the novation and supervision agreement relating to the First Ship Building Contract dated 11 April 1999 between the Builder, the Original Purchaser, the Parent, the Sub-Lessee and the Lessor;

**"First Ship"** means the 6,788 TEU container vessel having Hull number 1274 at the Builder to be purchased by the Lessor pursuant to the Novated Building Contract with respect to the First Ship to be

Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
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Short particulars of all the property mortgaged or charged (continued)

registered in the name of the Lessor as and from the Delivery Date at a ships registry approved by the Lessor and the Security Trustee and includes any share or interest therein and Purchaser's Supplies and her hull, machinery, engines, boats, tackle, outfit, equipment, spare gear, belongings and appurtenances whether on board or ashore (but excluding consumable stores and provisions, bunkers, domestic fuel, lubricants and rental equipment) which became the property of the Lessor pursuant to the Novated Building Contract with respect to the First Ship and belong to the Lessor as at Delivery or become installed on the Ship thereafter or which, having been removed therefrom, remain the property of the Lessor pursuant to the First Head Lease, together with any and all substitutions therefor and replacements and renewals thereof from time to time made in or to her in accordance with the provisions of the First Head Lease and, where the context permits, the Manuals and Technical Records;

**"First Ship Building Contract"** means the contract for the construction of the First Ship dated 9 April 1999 and made between the Builder and the Original Purchaser;

**"First Ship First Advance"** means the principal amount equal to the aggregate of (a) the total Commitment of the Banks under the heading "First Ship First Advance" in Schedule 1 Part I of the Loan Facility Agreement which is paid or, as the context may require, is to be paid by the Banks to the First Borrower and (b) the amount of the increase from time to time in the principal amount described in (a) pursuant to Clause 4.3.2 of the Loan Facility Agreement;

**"First Ship Fourth Advance"** means the principal amount equal to the total Commitment of the Banks under the heading "First Ship Fourth Advance" in Schedule 1 Part I of the Loan Facility Agreement which is paid or, as the context may require, is to be paid by the Banks to the First Borrower;

**"First Ship Loan"** means the aggregate principal amount of the First Ship First Advance, the First Ship Second Advance, the First Ship Third Advance and the First Ship Fourth Advance initially drawn down under the Loan Facility Agreement and increased (as appropriate) in accordance with the provisions of Clause 4.3.2 of the Loan Facility Agreement or, as the case may be, the principal amount thereof for the time being outstanding;

**"First Ship Refund Guarantees"** means, in respect of the First Ship, the Guarantees issued on 14 April 1999 by the Refund Guarantor in accordance with the terms of the Novated Building Contract for the First Ship in favour of the Lessor and, upon the happening of certain events, to be transferred to the Chargor;

**"First Ship Second Advance"** means the principal amount equal to the aggregate of (a) the total Commitment of the Banks under the heading "First Ship Second Advance" in Schedule 1 Part I of the Loan Facility Agreement which is paid or, as the context may require, is to be paid by the Banks to the First Borrower and (b) the amount of the increase from time to time in the principal amount described in (a) pursuant to Clause 4.3.2 of the Loan Facility Agreement;



Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
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Short particulars of all the property mortgaged or charged (continued)

**"First Ship Third Advance"** means the principal amount equal to the aggregate of (a) the total Commitment of the Banks under the heading "First Ship Third Advance" in Schedule 1 Part I of the Loan Facility Agreement which is paid or, as the context may require, is to be paid by the Banks to the First Borrower and (b) the amount of the increase from time to time in the principal amount described in (a) pursuant to Clause 4.3.2 of the Loan Facility Agreement;

**"Lessor"** means Greatshield Securities Limited, a company incorporated under the laws of England, with its registered office at 71 Lombard Street, London EC3P 3BS, England;

**"Loan"** means the aggregate of the principal amounts of the First Ship Loan and the Second Ship Loan;

**"Loan Facility"** means the loan facility to be made available in eight (8) Advances upon the terms and subject to the conditions of the Loan Facility Agreement;

**"Loan Facility Agreement"** means the loan facility agreement dated 11 April 1999 between the Banks, the First Borrower, the Second Borrower, the Security Trustee and the Facility Agent;

**"Losses"** means any losses, costs, expenses (including legal fees and expenses, accountants' fees and expenses, insurers' and other advisors' fees and expenses, experts' fees, translation fees and any Broken Funding Costs less any Broken Funding Gains), liabilities, actions, proceedings, penalties, fines, damages, adverse judgments, orders or other sanctions incurred or sustained by the Facility Agent, the Security Trustee and/or any of the Banks in connection with the Loan Facility Agreement and/or any of the other Transaction Documents and/or in connection with the performance and/or enforcement or preservation or attempted enforcement or preservation of their respective rights and/or duties thereunder and **"Loss"** shall be construed accordingly;

**"Manuals and Technical Records"** means, with respect to a Ship, all books, records, logs, manuals, handbooks, technical data, plans, drawings and other materials and documents (including, in respect of the First Ship and the Second Ship, those handed over by the Builder in accordance with the terms of the relevant Novated Building Contract and, in respect of either Ship, whether or not kept or required to be kept in compliance with any applicable laws or the requirements of the Classification Society) relating to such Ship;

**"Novated Building Contracts"** means the Building Contracts as novated and amended by the Novation and Supervision Agreements and **"Novated Building Contract"** shall be construed accordingly;

**"Novation and Supervision Agreements"** means collectively the First Novation and Supervision Agreement and the Second Novation and Supervision Agreement and **"Novation and Supervision Agreement"**, and **"a Novation and Supervision Agreement"** shall be construed accordingly.

**"Original Purchaser"** means P&O Nedlloyd B.V., a company incorporated under the laws of the

Company Number

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Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
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Short particulars of all the property mortgaged or charged (continued)

Netherlands, with its registered office at Willemsswerf, Boompjes 40, 3011 XB Rotterdam, the Netherlands;

"Parent" means the Chargor;

"Participation" means, in relation to a Bank and an Advance or the Loan, the part of that Advance or the Loan, as the case may be, made available or to be made available by that Bank and thereafter the part of that Advance or the Loan, as the case may be, owing to that Bank from time to time;

"Purchaser's Supplies" has the meaning ascribed to it in the relevant Building Contract;

"Receivables Purchaser" means P&O Nedlloyd B.V. of Willemsswerf, Boompjes 40, 3011 XB Rotterdam, the Netherlands and includes its successors and permitted assignees;

"Refund Guarantor" means Continental Casualty Company of CNA Plaza, Chicago, Illinois 60685, United States of America;

"Remarketing Agent" means Société Générale, a banking institution established under the laws of France acting through its office at Tour Société Générale, 17 Cours Valmy, Paris La Défense 7, Valmy 92972, France;

"Second Borrower" means Cape David Shipping Company Limited, a company incorporated under the laws of the Cayman Islands, whose registered office is at P.O. Box 694 GT, 54 Edward Street, CIBC Financial Centre, George Town, Cayman Islands;

"Second Deed of Proceeds and Priorities" means the deed dated 19 April 1999 between the Security Trustee, the Facility Agent, the Banks, the Lessor, the Second Borrower, the Sub-Lessee, the Receivables Purchaser, ING Bank N.V., London Branch and the Remarketing Agent with respect to the Second Ship;

"Second Head Lease" means the lease agreement with respect to the Second Ship dated 11 April 1999 between the Lessor and the Second Borrower;

"Second Novation and Supervision Agreement" means the novation and supervision agreement relating to the Second Ship Building Contract dated 11 April 1999 between the Builder, the Original Purchaser, the Parent, the Sub-Lessee and the Lessor;

"Second Ship" means the 6,788 TEU container vessel having Hull Number 1275 at the Builder to be purchased by the Lessor pursuant to the Novated Building Contract with respect to the Second Ship and to be registered in the name of the Lessor as and from the Delivery Date at a ships registry approved by the Lessor and the Security Trustee and includes any share or interest therein and Purchaser's Supplies

Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
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Short particulars of all the property mortgaged or charged (continued)

and her hull, machinery, engines, boats, tackle, outfit, equipment, spare gear, belongings and appurtenances whether on board or ashore (but excluding consumable stores and provisions, bunkers, domestic fuel, lubricants and rented equipment) which becomes the property of the Lessor pursuant to the Novated Building Contract with respect to the Second Ship and belong to the Lessor as at Delivery or become installed on the Ship thereafter or which, having been removed therefrom, remain the property of the Lessor pursuant to the Second Head Lease, together with all substitutions therefor and replacements and renewals thereof from time to time made in or to her in accordance with the provisions of the Second Head Lease, where the context permits, the Manuals and Technical Records;

**"Second Ship Building Contract"** means the contract for the construction of the Second Ship dated 9 April 1999 and made between the Builder and the Original Purchaser;

**"Second Ship First Advance"** means the principal amount equal to the aggregate of (a) the total Commitment of the Banks under the heading "Second Ship First Advance" in Schedule 1 Part II of the Loan Facility Agreement which is paid or, as the context may require, is to be paid by the Banks to the Second Borrower and (b) the amount of the increase from time to time in the principal amount described in (a) pursuant to Clause 5.3.2 of the Loan Facility Agreement;

**"Second Ship Fourth Advance"** means the principal amount the aggregate of (a) of the total commitment of the Banks under the heading "Second Ship Fourth Advance" in Schedule 1 Part II of the Loan Facility Agreement which is paid or, as the context may require, is to be paid by the Banks to the Second Borrower and (b) the amount of the increase from time to time in the principal amount described in (a) pursuant to Clause 5.3.2 of the Loan Facility Agreement;

**"Second Ship Refund Guarantees"** means, in respect of the Second Ship, the guarantees issued on 14 April 1999 by the Refund Guarantor in accordance with the terms of the Novated Building Contract for the Second Ship in favour of the Lessor and, upon the happening of certain events, to be transferred to the Chargor;

**"Second Ship Loan"** means the aggregate principal amount of the Second Ship First Advance, the Second Ship Second Advance, the Second Ship Third Advance and the Second Ship Fourth Advance initially drawn down under the Loan Facility Agreement and increased (as appropriate) in accordance with the provisions of Clause 5.3.2 of the Loan Facility Agreement or, as the case may be, the principal amount thereof for the time being outstanding;

**"Second Ship Second Advance"** means the principal amount equal to the aggregate of (a) the total Commitment of the Banks under the heading "Second Ship Second Advance" in Schedule 1 Part II of the Loan Facility Agreement which is paid or, as the context may require, is to be paid by the Banks to the Second Borrower and (b) the amount of the increase from time to time of the principal amount described in (a) pursuant to Clause 5.3.2 of the Loan Facility Agreement;

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Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
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Short particulars of all the property mortgaged or charged (continued)

"**Second Ship Third Advance**" means the principal amount equal to the aggregate of (a) the total Commitment of the Banks under the heading "Second Ship Third Advance" in Schedule 1 Part II of the Loan Facility Agreement which is paid or, as the context may require, is to be paid by the Banks to the Second Borrower and (b) the amount of the increase from time to time of the principal amount described in (a) pursuant to Clause 5.3.2 of the Loan Facility Agreement;

"**Security Trustee**" means the Chargee;

"**Ships**" means, collectively, the First Ship and the Second Ship and "**Ship**" shall be construed accordingly;

"**Sub-Lessee**" means P&O Nedlloyd Limited, a company incorporated under the laws of England, with its registered office at Beagle House, Braham Street, London E1 8EP, England;

"**Transaction Documents**" has the meaning ascribed to such term in the relevant Deed of Proceeds and Priorities; and

"**Transfer Certificate**" means a certificate in the form of Schedule 5 of the Loan Facility Agreement signed by the Existing Bank, the Facility Agent for and on behalf of itself and each of the other parties to the Loan Facility Agreement at such time (other than the Existing Bank) and the relevant Bank Transferee.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 11

Company Number

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Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
London E1 8EP

Notes

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COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 12

Company Number

03279820

Name of company

P&O NEDLLOYD CONTAINER LINE LIMITED (the "Chargor") of Beagle House, Braham Street,  
London E1 8EP

Definitions

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03279820

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF GENERAL SECURITY ASSIGNMENT RELATING TO HYUNDAI HEAVY INDUSTRIES CO., LTD AND HYUNDAI CORPORATION HULL NO.1274 DATED THE 11th APRIL 1999 AND CREATED BY P&O NEDLLOYD CONTAINER LINE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ING BANK N.V., AS SECURITY TRUSTEE FOR ITSELF, THE FACILITY AGENT AND THE BANKS (AS DEFINED) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th APRIL 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th APRIL 1999.

A large, stylized handwritten signature in black ink, located in the bottom left corner of the document.



C O M P A N I E S   H O U S E



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES