

# MR04

## Statement of satisfaction in full or in part of a charge



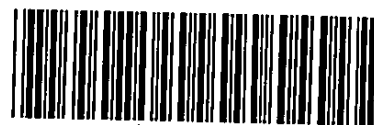
Companies House

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://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**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against an LLP. Use  
LL MR04

WEDNESDAY



A16 \*A4E5H5VV\* #306  
19/08/2015  
COMPANIES HOUSE

### 1 Company details

Company number 0 4 9 8 5 5 9 3

Company name in full RBSSAF (13) Limited

→ **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 2 6 1 1 2 0 0 4

### 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 A first priority Bahamas mortgage (the "Mortgage") over the Ship  
executed by the Owner in favour of Societe Generale, London  
branch (the "Intermediate Lessor")

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

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

Short particulars

All sums for the time being owing to the Intermediate Lessor in respect of the Rebate Amount and performance of the Secured Obligations in the manner and at the times set forth in (a) the Head Lease and (b) the deed of covenants dated 26 November 2004 and collateral to the Mortgage (the Deed of Covenants")

"General Assignment" means the deed of assignment dated 29 October 2004 and made between the Intermediate Lessor and the Intercreditor Trustee

"Head Lease" means a head lease agreement dated 29 October 2004 and made between the Head Lessor and the Intermediate Lessor in respect of the Ship

"Head Lessor" means the RBSSAF (13) Limited

See continuation sheet for further definitions

**Continuation page**

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

**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

Charge code ①

□ □ □ □ - □ □ □ □ - □ □ □ □

**① Charge code**

This is the unique reference code allocated by the registrar

# 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>"Intercreditor Deed" means the Intercreditor deed dated 29 October 2004 between, amongst others, the Head Lessor, the Owner and the Intercreditor Trustee</p> <p>"Intercreditor Trustee" means SG Leasing (March) Limited</p> <p>"Net Sale Proceeds" means, in relation to a sale of the ship, the amount of consideration actually and unconditionally received by the head lessor in cleared funds from a purchaser of the Ship on the sale of the Ship (including any sale arranged by SG Leasing (March) Limited (as distribution trustee) as sales agent under the Intercreditor Deed or as assignee of the Intermediate Lessor's appointment as sales representative) and any non-refundable deposit paid to or for the account of the Head Lessor by a person acquiring or proposing to acquire the Ship under a contract or offer to purchase the Ship or other agreement to acquire the Ship which has been withdrawn, terminated or cancelled or has lapsed and, for the avoidance of doubt, excluding any VAT for which the Head Lessor is obliged to account to any applicable taxation authority whatsoever and howsoever arising after deducting any expenses incurred by the Head Lessor in connection with such sale, including any broker's commissions, reasonable marketing expenses, legal costs, agency fees and port charges, insurance premiums, stamp duties and any similar duties or Taxes, registration fees and any expenses relating to the repair of the Ship intended to restore the Ship to the condition required</p> <p>"Net Total Loss Proceeds" means the Total Loss Proceeds less any reasonable costs and expenses incurred by the Head Lessor (including any Taxes) in connection with the collection of such Total Loss Proceeds</p> <p>"Proceeds" means (a) any Net Sale Proceeds, (b) any Net Total Loss Proceeds, and (c) any and all proceeds of enforcement of the Security Documents (except for any and all proceeds of enforcement of the assignment of insurances pursuant to the General Assignment which, for the avoidance of doubt, shall be considered Total Loss Proceeds)</p> <p>"Rebate Amount" means any amount payable by the Head Lessor to the Intermediate Lessor under the Rebate Provisions</p> <p>"Rebate Provisions" means clauses 10 1 6, 16 2 and 20 of the Head Lease</p> <p>"Secured Obligations" means all the Owner's obligations to the Intermediate Lessor (a) to apply amounts equal to part of the Proceeds under or pursuant to and in accordance with the Rebate Provisions, and (b) to pass title to the Ship to a purchaser when obliged to so pursuant to clause 19 of the Head Lease or clause 5 3 (c) (iii) of the Intercreditor Deed or any contract for the sale of any part of the Ship entered into pursuant to the relevant provisions of the Head Lease or the Intercreditor Deed</p> |  |

# 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

"Tax" includes all present and future taxes, charges, imposts, duties, levies, deductions, withholdings or fees of any kind whatsoever, or any amount payable on account of or as security for any of the foregoing, payable at the instance of or imposed by any statutory, governmental, national, international, state, federal, provincial, local or municipal authority, agency, body, commission, court, division, board or department whatsoever or any central bank, monetary agency or European Union institution in each case whether in the United Kingdom or elsewhere, together with any penalties, additions, fines, surcharges or interest relating thereto

"Total Loss" means (i) actual or constructive or compromised or agreed or arranged total loss of the Ship including any such total loss before delivery and including any such total loss as may arise during a requisition for hire, or (ii) requisition for title or other compulsory acquisition, requisition, appropriation, deprivation, forfeiture or confiscation for any reason of the Ship by any European Union, national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution to which any of the foregoing belongs or to whose jurisdiction any of the foregoing is subject or in the activities of which any of the foregoing is a participant (whether having a distinct legal personality or not) but shall exclude requisition for hire not involving requisition of title (referred to herein as "Compulsory Acquisition"), or (iii) any hijacking, theft, confiscation, forfeiture, seizure, condemnation, capture, restraint, or disappearance of the Ship (other than by reason of Compulsory Acquisition) unless the Ship is released therefrom, and returned to the possession of the Intermediate Lessor or the CMA CGM (UK) Shipping Limited and ownership of the Owner as head lessor, within sixty days of the occurrence thereof

"Total Loss Proceeds" means the proceeds of any policy or contract of insurance arising in respect of a Total Loss of the Ship and any and all sums of money or other compensation from time to time payable in respect of the Compulsory Acquisition or requisition for title of the Ship

"Security Documents" means the Mortgage and the General Assignment

To secure payment by the Owner to the Intermediate Lessor of all sums for the time being owing to the Intermediate Lessor in respect of the Rebate Amount and performance of the Secured Obligations in the manner and at the time set forth in the Head Lease and the Deed of Covenants, the Owner, by the Mortgage and the Deed of Covenants, mortgages to the Intermediate Lessor all 64/64th shares in the Ship

## 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

"Ship" means the motor vessel "CMA CGM Vivaldi" registered in the ownership of the Owner under the flag of the Commonwealth of the Bahamas at the port of Nassau with Official Number 8000839 and the following registered dimensions and tonnages  
length 320 99m  
breadth 42 80m  
depth 20 234m  
Gross Tonnage 91038  
Net Tonnage 55521

together with all her boats, guns ammunition, small arms and appurtenances

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 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 RBSSAF (13) Limited

C3

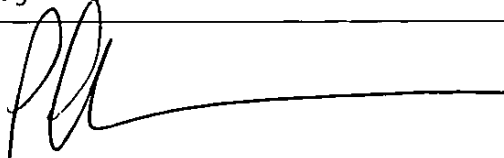
### Signature

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 **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](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)