

MG01

V-050434/13

Particulars of a mortgage or charge



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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
particulars of a charge for a
company. To do this, please
form MG01s

RCS 07/12/2011 43
COMPANIES HOUSE
LD4 07/12/2011 1
COMPANIES HOUSE
LD5 25/11/2011 43
COMPANIES HOUSE

1

Company details

Company number 05161386

Company name in full A&L CF June (5) Limited (the Company)

18 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 01/07/2011

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 Second Priority Three Party Deed relating to m v "Nor'Easter" (the Three Party Deed)

4

Amount secured

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

Amount secured All amounts outstanding in respect of any Potential Liabilities (the Outstanding Indebtedness) and the performance and observance of and compliance with the covenants, terms and conditions in the Three Party Deed and the other Relevant Documents

Definitions

First SPA means the share sale and purchase agreement dated 17 November 2011 and made between the Assignee, the Purchaser Guarantor and the Purchaser pursuant to which the Assignee has agreed to sell and the Purchaser has agreed to buy certain shares in the Company

(Continued)

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 Santander Asset Finance plc (the **Assignee**)

Address Carlton Park, Narborough, Leicester

Postcode L E 1 9 0 A L

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

The Company with full title guarantee charges and with full title guarantee assigns and agrees to assign to the Assignee absolutely all its rights title and interest in and to the Assigned Property and all its benefits and interests present and future therein

Definitions

Assigned Property means

- (a) the Ship,
- (b) the Owner's Insurances, and
- (c) any Requisition Compensation at any time payable to the Company

Requisition Compensation means all sums of money or other compensation from time to time payable in respect of the Compulsory Acquisition of the Ship

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

Government Entity means and includes (whether having a distinct legal personality or not) any national or local government 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

Insurances means 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 Lease Period (as defined in the Lease) in place or taken out or entered into by FB Tankship II Limited pursuant to clause 16 of the Lease, in respect of the Ship in accordance with clause 16 of the Lease (but excluding any policies and contracts of insurance taken out or entered into for the

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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 870).

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 866). 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 Norton Rose LLP 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

Norton Rose LLP (Collect
London Counters)

Address 3 More London Riverside

SHAB/LN42741

Post town

County/Region

Postcode

S

E

1

2

A

Q

Country

DX

Telephone +44 (0) 20 7283 6000



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,
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

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Amount secured

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

Amount secured

First Tax Deed means tax deed dated 17 November 2011 between the Assignee, the Company and the Purchaser in respect of the Company

Group Relief Deed means the group relief deed dated 17 November 2011 and made between the Assignee, the Company and the Other Owner in relation to the group relief arrangements arising in respect of the activities of each of the Other Owner and the Company prior to the sale of certain shares in such companies pursuant to the SPAs

Guarantee means the guarantee issued by the Company in favour of the Assignee in connection with the First SPA guaranteeing the obligations of the Purchaser under the First SPA and under the Tax Deeds and the obligations of the Other Owner under the Tax Deeds and the Group Relief Deed

Mortgage means the second priority Marshall Islands mortgage executed by the Company over m v "Nor'Easter" in favour of the Assignee

Other Mortgage Documents means

(a) the second priority Marshall Islands mortgage executed by the Company in respect of m v "New England" in favour of the Assignee together with the three party deed collateral to such mortgage executed by the Company and FB Tankship III Ltd assigning their respective interests in the insurances and requisition compensation of m v "New England" in favour of the Assignee, and

(b) the second priority Marshall Islands mortgage executed by the Company in respect of m v "Great Eastern" in favour of the Assignee together with the three party deed collateral to such mortgage executed by the Company and FB Tankship IV Ltd assigning their respective interests in the insurances and requisition compensation of m v "Great Eastern" in favour of the Assignee

Other Owner means A&L CF March (7) Limited, a company incorporated in England and Wales with a company number 05085910

Potential Liabilities means the aggregate liabilities owing or which may become owing by the Purchaser to the Assignee under the SPAs (including the Tax Deeds) and by the Company and the Other Owner to the Assignee under the Group Relief Deed

Purchaser means Vroon Shipping UK Ltd, a company incorporated in England and Wales with company number 05006748

Purchaser Guarantor means Vroon Group B V, a company incorporated in The Netherlands with its principal place of business at Haven Westzijde 21, PO Box 28, 4510 AA, Breskens

Relevant Documents means the Security Documents, the Security Agreement, the SPAs, the Tax Deeds and the Group Relief Deed

Second SPA means the share sale and purchase agreement dated 17 November 2011 and made between the Assignee, the Purchaser Guarantor and the Purchaser, pursuant to which the Assignee has agreed to sell and the Purchaser has agreed to buy certain shares in the Other Owner

Second Tax Deed means tax deed dated 17 November 2011 between the Assignee, the Other Owner and the Purchaser in respect of the Other Owner

Security Agreement means the letter agreement dated 17 November 2011 between the Assignee, the Purchaser and the Purchaser Guarantor in respect of certain arrangements relating to security which is required to be provided to the Assignee following the sale of certain shares in the Company and the Other Owner in respect of the Potential Liabilities

Security Documents means the Guarantee, the Mortgage, the Three Party Deed, the Other Mortgage Documents and any other such document as may have been or may hereafter be

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4

Amount secured

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

Amount secured

executed to guarantee and/or secure all or any part of the Outstanding Indebtedness, interest thereon and other moneys from time to time owing pursuant to the Relevant Documents (whether or not such documents also secure moneys from time to time owing pursuant to any other document or agreement)

Ship means the m v "NOR'EASTER", documented under the laws and flag of the Republic of the Marshall Islands, Official Number 2219, of 23356 gross tons and 10119 net tons

SPAs means the First SPA and the Second SPA

Tax Deeds means the First Tax Deed and the Second Tax Deed

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

sole benefit and, save as provided in clause 16 1 1 of the Lease, at the cost of the Company as lessor) or otherwise howsoever in connection with the Ship and all benefits thereof (including claims of whatsoever nature and return of premiums)

Lease means the lease agreement dated 7 March 2005 between the Company as lessor and FB Tankship II Limited as the lessee in respect of the Ship

Owner's Insurances means all the right, title and interest in and to the Insurances (excluding any such Insurances as may be taken out by the Company for the benefit of the Company and/or the Assignee alone and any Insurances of the type referred to in clause 16 1 1(b) of the Lease or which relate to protection and indemnity or third party liability risks)



FILE COPY

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

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

**COMPANY NO. 5161386
CHARGE NO. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND PRIORITY THREE PARTY
DEED DATED 17 NOVEMBER 2011 AND CREATED BY FB
SHIPPING LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE PURCHASER, THE COMPANY
FORMERLY KNOWN AS A&L CF JUNE (5) LIMITED AND THE
OTHER OWNER TO THE ASSIGNEE 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 7 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 DECEMBER
2011

JK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES