

MG01

Particulars of a mortgage or charge



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A fee is payable with this form.

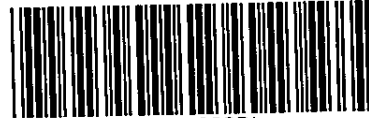
We will not accept this form unless you send the correct fee

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**
You cannot
particulars
company
form MG0

TUESDAY



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13/03/2012

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COMPANIES HOUSE

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house gov uk

For official use

1 **Company details**

Company number 7 9 0 0 7 4 7

Company name in full YORK SHIPPING LIMITED (the **Mortgagor**)

→ **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 0 2 0 3 2 0 1 2

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 covenants dated 2 March 2012 between the Mortgagor and Caterpillar Financial Services (UK) Limited (the **Mortgagee**) supplemental to a first priority Isle of Man statutory ship mortgage (the **Mortgage**) dated 2 March 2012 over m.v. Geja C with official number 743899 (the **Vessel**) between the Mortgagor and the Mortgagee (the **Deed of Covenants**)

4 **Amount secured**

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

Amount secured By way of security for the due and punctual payment of the
Outstanding Indebtedness (as defined below)

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 CATERPILLAR FINANCIAL SERVICES (UK) LIMITED
 Address THE PHOENIX BUILDING, CENTRAL BOULEVARD,
 BLYTHE VALLEY BUSINESS PARK, SOLIHULL, WEST MIDLANDS
 Postcode B 9 0 8 B G

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 In order to secure the due and punctual payment of the Outstanding Indebtedness and to secure the due and punctual performance and observance of and compliance with the covenants, terms and conditions in the **Loan Agreement** (as defined below), the Mortgage, the Deed of Covenants and the other **Security Documents** (as defined below), the Mortgagor as beneficial owner with full title guarantee has (1) granted, conveyed, transferred and mortgaged 100% (64/64ths) of the shares in the Vessel in favour of the Mortgagee and its successors in title and (2) assigned and agreed to assign to the Mortgagee **the Insurances** (as defined below)

Note
 The Deed of Covenants contains covenants by the Mortgagor with the Mortgagee not to without the Mortgagee's prior written consent (which shall not be unreasonably withheld)
 1 mortgage, charge, or otherwise assign the Vessel or to suffer the creation of any such mortgage, charge or assignment to or in favour of any other party other than the Mortgagee, and
 2 sell or agree to sell, lease, assign, transfer or otherwise dispose of the Vessel
 In this form

Outstanding Indebtedness means
 means the aggregate of all present and future sums of money from time to time due and owing whether actually or contingently (including all accrued and unpaid interest) from the Mortgagor to the Mortgagee including, but not limited to, under or pursuant to the Loan Agreement, the Mortgage, the Deed of Covenants and the other Security Documents, and all other liabilities whatsoever of the Mortgagor to the Mortgagee, present or future, actual or contingent including liabilities as surety or guarantor, and all reasonable costs, charges and expenses owed to or incurred directly or indirectly by the Mortgagee in relation to this security or any other security held by the Mortgagee in connection with the Loan Agreement, and the Security Documents or other advances or facilities or accommodation offered or made available to the Mortgagor in the future or in relation to the enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis together in each case with all interest, commission and any bank and discount charges, such interest being computed either in accordance with the Loan Agreement and the Security Documents, other security documents or otherwise at such rate as the Mortgagee may in accordance with its usual practices reasonably stipulate, together in any such case with all other sums whatsoever payable in respect thereof, including, without limitation, interest fees, costs, charges, expenses relating thereto or to the cost of collection or enforcement thereof, whether under the Loan Agreement, or the Security Documents or any other relevant document or agreement or any part thereof, or otherwise, or the balance thereof from time to time outstanding

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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

None

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

TCT LLP

X

This form must be signed by a person with an interest in the registration of the charge

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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 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 **Annette Newport**

Company name **TLT LLP**

Address

Post town

County/Region

Postcode

Country

DX **431 Chancery Lane**

Telephone **0203 465 4000**



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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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Security Documents means individually, collectively, interchangeably and without limitation any **Mortgage Document** (as defined below), security agreements or deeds, mortgages, ship mortgages, charges, pledges, assignments, including without limitation the **Assignment of Insurances** and the **DSRA Account Charge** (as defined below), promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or otherwise securing payment of the **Obligations** (as defined below), all **Guarantees** (as defined below), and all financing statements required by Mortgagee in connection with the security interests thereunder, as the same may be amended, renewed, replaced, refinanced, consolidated or substituted from time to time

Mortgage Document means the Mortgage, the Deed of Covenants and the Vessel 2 Mortgage

Assignment of Insurances means the assignment of insurances dated 2 March 2012 between the Mortgagor and the Mortgagee in respect of the Insurances relating to the Vessel

DSRA Account Charge means the charge over a designated debt service reserve account dated 28 February 2012 between the Mortgagor and the Mortgagee

Obligations means individually, collectively and interchangeably any and all present and future loans, advances and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Mortgagee under the Loan Agreement, and any and all amendments thereto and/or substitutions therefore, and/or renewals, extensions and refinancings thereof, as well as any and all additional advances and other sums that Mortgagee may advance on Mortgagor's behalf as provided herein or under any **Loan Documents** (as defined below), together with any and all other present and future **Indebtedness** (as defined below) of Mortgagor to Mortgagee

Guarantees means the guarantees executed pursuant to the Loan Agreement under which any person (**Guarantor**), jointly and severally with Mortgagor and any other Guarantor, agrees to guarantee all of the Obligations, together with any amendments thereto and replacements and substitutions therefore

Vessel 2 Mortgage means a first priority statutory ship mortgage and supplemental deed of covenants over the vessel known as the Natacha C with official number 906722, bearing IMO Number 9267285 including, without limitation, all on board equipment, machinery, supplies and vessel keel or vessel bottom plates, as applicable

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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	<p>Loan Documents means the Loan Agreement, the Guarantee, the Commitment Letter (as defined below) and other Security Documents, all other documents and agreements executed in connection herewith, and all related documents, schedules and attachments</p> <p>Indebtedness means all items of indebtedness which, in accordance with GAAP(as defined below) , would be deemed a liability of a Person (as defined below) as of the date as of which such indebtedness is to be determined, and shall also include all indebtedness and liabilities of others assumed or guaranteed by such Person or in respect of which such Person is secondarily or contingently liable, whether by reason of any agreement to acquire such indebtedness, to supply or advance sums, or otherwise</p> <p>Commitment Letter means any commitment letter issued by Mortgagee and accepted by Mortgagor with respect to the Loan (as defined below), which is in effect on the date of the Loan Agreement</p> <p>GAAP means generally accepted accounting principles as in effect in, as specified by the Mortgagee, either the country of organization of the reporting entity, the United Kingdom, or as defined by the International Accounting Standard Committee</p> <p>Person means an individual, partnership, limited liability company, corporation, joint venture, trust or unincorporated organization, and a government (whether national, federal, state, county, municipal or otherwise) or agency or political subdivision thereof</p> <p>Loan means the loan made available by the Mortgagee to the Mortgagor pursuant to the Loan Agreement to partially fund the acquisition of the Vessel and Vessel 2</p> <p>Loan Agreement means a term loan agreement dated 28 February 2012 between the Mortgagor, the Mortgagee and Carisbrooke Shipping Holdings Limited</p> <p>Insurances means in relation to the Vessel, all those policies and contracts of insurance (including any entries of the Vessel in a protection and indemnity association and a war risks association), which are from time to time taken out or entered into in respect of the Vessel, her earnings or otherwise howsoever and all the benefits thereof, both present and future including (but without limitation) all claims of whatsoever nature and return of premiums</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7900747
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF COVENANTS DATED 2
MARCH 2012 AND CREATED BY YORK SHIPPING LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO CATERPILLAR FINANCIAL SERVICES (UK)
LIMITED ON ANY ACCOUNT WHATSOEVER 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
13 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 MARCH 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES