

Limited Partnerships Act 1907

LP6

Statement specifying the nature of a change in the limited partnership and statement of increase in the amount contributed (in cash or otherwise) by limited partners.

(Pursuant to section 9 of the Limited Partnerships Act 1907)

Registration No. LP008306

Name of firm THE ACRUX MARITIME LIMITED PARTNERSHIP

TUESDAY



A16

27/09/2011
COMPANIES HOUSE

183

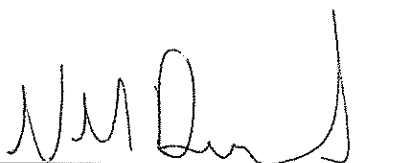
The changes specified below have been made or have occurred in this limited partnership:

(Please see notes overleaf)

a.	The firm name	Previous Name	New name
	NIL		NIL
b.	General nature of the business	Business previously carried on	Business now carried on
	MARITIME LEASING FINANCE		NONE
c.	Principal place of business	Previous place of business	New place of business
	NIL		NIL
d.	Change in the partners or the name of a partner (see Note 1)		
	By an agreement dated 23 September 2011, the general partners, SG Leasing (September) Limited and SG Leasing IX, and the limited partner, SG Leasing (Central 1) Limited, have dissolved the partnership.		
e.	Term or character of the partnership (see Note 2)	Previous term	New term
	NIL		NIL
f.	Change in the sum contributed by a limited partner (see Note 3) (particulars of any increase in capital contributions must be provided at (h)).		
	NIL		
g.	Change in the liability of any partner by reason of his becoming a limited instead of a general partner or vice versa.		
	NIL		

h. Statement of increase in capital contributions		
Name of Limited Partners	Increase or additional sum now contributed (if otherwise than in cash, that fact, with particulars, must be stated)	Total amount contributed (if otherwise than in cash, that fact, with particulars, must be stated)
NIL	NIL	NIL

Signature of firm




For and on behalf of the Acrux Maritime Limited Partnership by its general partners SG Leasing (September) Limited (Nicholas Dent, Director) and SG Leasing IX (Stephen Fowler, Director)

Presented by:

Presenter's reference:

Kasia Balinska-Jundzill, c/o Group Legal, Société Générale, SG House, 41 Tower Hill, London EC3N 4SG
Tel: 020-7676-6889

NOTES

- Changes brought about by death, by transfer of interests, by increase in the number of partners, or by change of name of any partner, must be notified here.
- If there is, or was, no definite term, then state against 'previous term' the conditions under which the partnership was constituted and against any 'new term' the conditions under which it is now constituted.
- Any variation in the sum contributed by any limited partner must be stated at f. A statement of any increase in the amount of the partnership capital, whether arising from increase of contributions, or from introduction of fresh partners must also be stated at h. above.
- Each change must be entered in the proper section a., b., c., d., e., f., g., or h., as the case may be. Provision is made in this form for notifying all the changes required by the Act to be notified, but it will frequently happen that only one item of change has to be notified. In any such case, the word 'Nil' should be inserted in the other sections.
- The statement must be signed at the end by the firm, and sent by post or delivered to the Registrar of Companies for registration within seven days of the changes taking place.

DISSOLUTION AGREEMENT

23 September 2011

SG LEASING (SEPTEMBER) LIMITED

and

SG LEASING IX

and

SG LEASING (CENTRAL 1) LIMITED

relating to

THE ACRUX MARITIME LIMITED PARTNERSHIP

THIS DISSOLUTION AGREEMENT is made on the 23rd day of September 2011

BETWEEN

- (1) **SG LEASING (SEPTEMBER) LIMITED**, a company incorporated under the laws of England and Wales with company number 04099830, whose registered office is at c/o Group Legal, SG House, 41 Tower Hill, London, EC3N 4SG, in its capacity as general partner ("SGLS");
- (2) **SG LEASING IX**, a company incorporated under the laws of England and Wales with company number 02052974 and whose registered office is c/o Group Legal, SG House, 41 Tower Hill, London, EC3N 4SG, in its capacity as general partner (the "SGLIX"); and
- (3) **SG LEASING (CENTRAL 1) LIMITED**, a company incorporated under the laws of England and Wales with company number 04107040 and whose registered office is at c/o Group Legal, SG House, 41 Tower Hill, London, EC3N 4SG, in its capacity as limited partner ("SGLCI").

WHEREAS:

- (1) in accordance with the terms of the Limited Partnership Agreement dated 30 August 2002 as amended and restated from time to time and as at the date hereof between SG Leasing (September) Limited, SG Leasing IX and SG Leasing (Central 1) Limited (the "**Partnership Agreement**") the parties hereto have carried on business together in partnership under the name of The Acrux Maritime Limited Partnership (the "**Partnership**"); and
- (2) the parties have agreed to dissolve the Partnership presently existing between them.

NOW THEREFORE the parties **HAVE AGREED** as follows:

1. DISSOLUTION

- 1.1 The parties hereby agree to dissolve the Partnership with effect from midnight on 23 September 2011 (the "**Dissolution Date**").
- 1.2 The parties hereby agree that execution of this Agreement shall constitute the consent of the partners for the purposes of clause 22.1 of the Partnership Agreement.

2. ASSETS AND LIABILITIES

With effect from the Dissolution Date SGLS and SGLIX (the "**General Partners**") shall with all convenient speed sell, realise and gather in all the assets of the Partnership and pay and discharge all the liabilities of the Partnership to persons other

than the Parties and apply the surplus assets or the money representing the same as provided by the Partnership Agreement.

3. ACCOUNTS, BOOKS AND RECORDS

- 3.1 The General Partners confirm that the accounts attached at Schedule 1 are the closing accounts for the purposes of clauses 17.2 (Closing Accounts) and 22.3 (Termination Accounts) of the Partnership Agreement and have been prepared by the General Partners in accordance with the Partnership Agreement.
- 3.2 The books of account, records and other documents relating to the Partnership (the "**Records**") shall be deposited with SGLS (as a General Partner), who shall retain them for a period of not less than the minimum period required by law from the Dissolution Date (the "**Retention Period**") and shall be responsible for their safe custody during that period. Each of the Parties or their duly authorised agents shall be entitled to inspect such Records at any reasonable time by appointment. Following the expiry of the Retention Period, the General Partners may keep or dispose of the Records at their absolute discretion.
- 3.3 Arrangements shall be made for all correspondence addressed to the Partnership and received after the Dissolution Date to be forwarded to SGLS, at c/o Group Legal, SG House, 41 Tower Hill, London, EC3N 4SG and the General Partners shall and are hereby authorised to take such (if any) action as may be approved in relation to such correspondence.

4. USE OF FIRM NAME

Each of the Parties to this Agreement shall be at liberty to carry on business in his own name but no Party shall otherwise trade under or use the name of the Partnership.

5. FURTHER ASSURANCE

The Parties shall at their own cost each respectively execute, do or concur in all necessary or proper instruments, acts, matters and things for effecting or facilitating the sale, realisation and gathering in of the Partnership's assets and the payment and discharge of the Partnership's liabilities.

6. NOTIFICATION OF DISSOLUTION

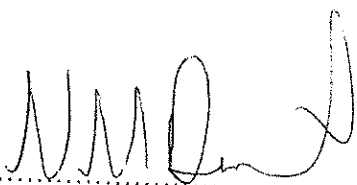
Due notice of the dissolution of the Partnership shall be given by the General Partners in the Gazette and the General Partners shall lodge an LP6 Form with Companies House within the required time period in respect of the dissolution.

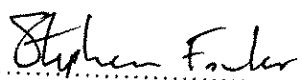
7. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English Law.

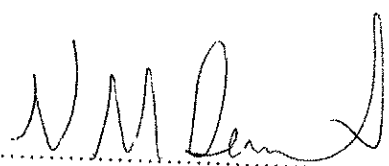
In Witness of which this Agreement has been entered into on the date first above written.

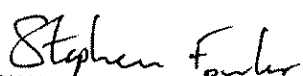
EXECUTED as a **DEED**
for and on behalf of
SG LEASING (SEPTEMBER) LIMITED
(in its capacity as General Partner)
by


.....
Nicholas DENT, Director

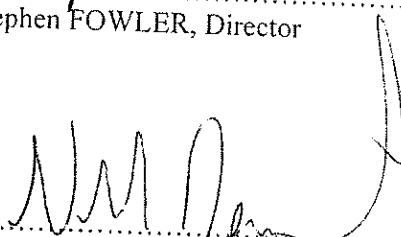

.....
Stephen FOWLER, Director

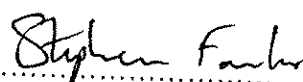
EXECUTED as a **DEED**
for and on behalf of
SG LEASING IX
(in its capacity as General Partner)
by


.....
Nicholas DENT, Director


.....
Stephen FOWLER, Director

EXECUTED as a **DEED**
for and on behalf of
SG LEASING (CENTRAL 1) LIMITED
(in its capacity as Limited Partner)
by


.....
Nicholas DENT, Director


.....
Stephen FOWLER, Director

SCHEDULE 1
CLOSING ACCOUNTS FOR THE PARTNERSHIP

The Acrux Maritime Limited Partnership

Partnership Report and Accounts (unaudited)

for the period ended 30 September 2010

Registered Number LP 008306

The Acrux Maritime Limited Partnership

Profit & loss account for the year ended 30 September 2010

	Note	1 October - 30 September 2010 £	1 January - 30 September 2009 £
Turnover			
Administrative Expenses	2	41,356	717,947
	3	-	(55)
Profit for the year / period	3	<u>41,356</u>	<u>717,892</u>

The principal activity of the partnership is the provision of leasing.

On the 30th October 2009, the sole lease in which the Partnership was Lessor was terminated and fully repaid by the Lessee and the partnership ceased to trade. On the same day, the partnership sold its only asset.

The partners at the end and start of the year were as follows:

	Holding 30 September 2010	30 September 2009
SG Leasing (September) Limited	99.997%	99.997%
SG Leasing IX	0.001%	0.001%
SG Leasing (Central 1) Limited	0.002%	0.002%

The notes on pages 5 to 6 form part of these accounts.

The Acrux Maritime Limited Partnership

Balance sheet as at 30 September 2010

		30 September 2010		30 September 2009	
	Note	£	£	£	£
Current Assets					
Finance lease receivable					
Cash and cash equivalents	4		-		8,464,995
			-		825
Net Assets					
			-		8,465,820
Partners' accounts					
Capital accounts					
Current accounts			13,407,305		13,407,305
			(13,407,305)		(4,941,485)
Capital and Reserves					
			-		8,465,820

Approved on behalf of the General Partner,

Stephen Fowler

SG Leasing (September) Limited

The notes on pages 5 to 6 form part of these accounts.

The Acrux Maritime Limited Partnership

Partners' Capital and Current Accounts for the year / period ended 30 September 2010

	Capital account at 30 September 2009	Movement	Acquisition/ Disposal	Capital account at 30 September 2010
	£	£	£	£
SG Leasing (September) Limited	13,406,903	-	-	13,406,903
SG Leasing IX	134	-	-	134
SG Leasing (Central 1) Limited	268	-	-	268
Total	13,407,305	-	-	13,407,305

	Current account at 30 September 2009	Share of profit for the year	Distributions	Acquisition/ Disposal	Current account at 30 September 2010
	£	£	£	£	£
SG Leasing (September) Limited	(4,941,335)	41,354	(8,506,920)	-	(13,406,901)
SG Leasing IX	(50)	1	(86)	-	(135)
SG Leasing (Central 1) Limited	(100)	1	(170)	-	(269)
Total	(4,941,485)	41,356	(8,507,176)	-	(13,407,305)

The notes on pages 5 to 6 form part of these accounts.

The Acrux Maritime Limited Partnership

Notes to the financial statements for the year / period ended 30 September 2010

1 Accounting Policies

(a) Basis of Preparation

The accompanying financial statements have been prepared in accordance with International Financial Reporting Standards (IFRSs) under the historical cost convention and on a going concern basis. These financial statements are abridged accounts due to the fact that this partnership is a not a qualifying partnership as defined in the Partnerships and Unlimited Companies (Accounts) Regulations 1993 and therefore not required to produce financial statements.

The Partnership was formed on 11 September 2002 as a UK Limited Partnership under the Limited Partnership Act 1907.

(b) Leases

Leases under which all the risks and benefits of ownership are effectively retained by the lessor are classified as operating leases. Thus the charter of the vessel to Paccship (UK) Limited up to 19 December 2008 was treated as an operating lease and the vessel accounted for as a fixed asset in the balance sheet up until 19 December 2008 and as a finance lease thereafter.

Rental income arising from operating leases is accrued to the profit and loss account over the period for which they are due.

Income from finance leases is allocated to accounting periods so as to reflect a constant periodic rate of return on the partnership's net investment outstanding in respect of the leases.

(c) Taxation

Any tax liability that may arise that is borne by the partners in this partnership has not been recorded in these accounts

2 Revenue

Finance income earned on finance lease

1 October - 30 September 2010 £	1 January - 30 September 2009 £
41,356	717,947

3 Profit on ordinary activities

The profit for the year / period is arrived at after charging:

Bank charges

1 October - 30 September 2010 £	1 January - 30 September 2009 £
-	(55)

The Acrux Maritime Limited Partnership

Notes to the financial statements for the year / period ended 30 September 2010

4 Finance Lease receivable

	Year to 30 September 2010 £	Year to 30 September 2009 £
Balance brought forward		
Less: capital repayment	8,464,995	8,109,548
Less: amortisation of capitalised expenses	(8,391,793)	(2,361,739)
Less: variable interest adjustment	(4,146)	(67,613)
Less: rental paid and unearned	71,330	(65,264)
	(140,386)	2,850,063
	-	8,464,995
Analysed as Current finance lease receivables (recoverable within 12 months)	-	8,464,995

5 Transactions with Related Parties

At the period / year end date there were no amounts owing to or due from Related Parties.

Acrux Maritime Limited, incorporated in England and Wales, was a wholly owned subsidiary of SG Leasing (March) Limited. Its sole function was to act as nominee owner of the assets of the Partnership. Acrux Maritime Limited was dissolved on 21st July 2011.