

# M

COMPANIES FORM No. 410(Scot)

## Particulars of a charge created by a company registered in Scotland

# 410

CHFP025

Please do not  
write in this  
margin

A fee of £10 is payable to Companies House in  
respect of each register entry for a mortgage or  
charge

Pursuant to section 410 of the Companies Act 1985



Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number



SC137320

Name of company

BUE Caspian Limited (the "Charterer")

\* insert full name  
of company

Date of creation of the charge (note 1)

14 November 2002

Description of the instrument (if any) creating or evidencing the charge (note 1)

Deed of Covenants (the "Deed")

Amount secured by the charge

The aggregate of all amounts whatsoever whether principal, interest or otherwise which may from time to time or at any time be or become due and owing actually or contingently from the Owner or the Charterers or any of them (whether as principal, surety or otherwise) to the Bank under the Security Documents or any of them (the "Indebtedness").

Names and addresses of the persons entitled to the charge

Lloyds TSB Bank plc of 71 Lombard Street, London EC3P 3BS acting for the purposes of the Deed through Ship Finance at Great Surrey House, 203 Blackfriars Road London SE1 8NH (the "Bank").

Presentor's name address telephone  
number and reference (if any):

MacLay Murray & Spens  
3 Glenfinlas Street  
Edinburgh  
EH3 6AQ

P:SMCC/Form/410/DCBUEC1

For official use  
Charges Section

Post room



SCT S694QG3K 0223  
COMPANIES HOUSE 21/11/02

Short particulars of all the property charged.

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

The Charterer assigns with full title guarantee and agrees to assign to the Bank:-

- (i) its rights in and benefits under the Second Charter
- (ii) the Charterer's Receipts upon terms that until the Bank so directs in writing (in which event all Charterer's Receipts shall be paid in accordance with the Bank's directions) the Charterer's Receipts shall be paid to the Charterer or as it may direct; and
- (iii) any Requisition Compensation paid to the Charterer.

see Continuation Sheet 1.

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

N/A

Particulars as to commission, allowance or discount paid (see section 413(3))

NIL

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Signed



Date 21/11/02

On behalf of ~~XXXXXX~~ [company] [chargee] †

#### Notes

1. A description of the instrument e.g. "Standard Security" "Floating Charge" etc, should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)

2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.

4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.

5. Cheques and Postal Orders are to be made payable to **Companies House**.

6. The address of the Registrar of Companies is:-

Companies House  
37 Castle Terrace  
Edinburgh EH1 2EB

† delete as  
appropriate

## **Continuation sheet 1**

To the Registrar of Companies

Name of company

Company number

BUE Caspian Limited ("the Charterer")

SC137230

In this Form 410 the undernoted shall have the following meanings:-

**"Charterers"** means each of the Charterer, the Second Charterer and the Third Charterer;

**"Charterer's Receipts"** means all freight, hire and any other amounts whatsoever which may at any time be earned by or become payable to or for the account of the Charterer or its agents arising out of or as a result of the possession, management and/or operation of the Vessel by the Charterer or its agents or under the Second Charter or any other sub-charter or other contract of the employment of the Vessel, and all payments (including payments by way of damages) for any variation or breach of the Second Charter, any such sub-charter or other contract, all general average and salvage remuneration and all compensation for requisition for hire payable to the Charterer;

**"Owner"** means Roosalka Shipping Limited having its registered office at the Huntlaw Building, 75 Fort Street, P.O. Box 1350GT, George Town, Grand Cayman, Cayman Islands

**"Requisition Compensation"** means all compensation payable by reason of requisition for title or other compulsory acquisition of the Vessel other than requisition for hire;

**"Second Charter"** means the bareboat charter relative to the Vessel dated 1 November 2002 between the Charterer and the Second Charterer;

**"Second Charterer"** means BUE Aktau LLP, a limited liability partnership established in accordance with the legislation of the Republic of Kazakhstan, Microdistrict 8, PUS Building, 39b, Office 12, Aktua, Mangistau Oblast, Republic of Kazakhstan;

**"Security Documents"** means any agreement or document that may be executed at any time by the Owner, the Charterers or any other person as security for the Indebtedness or any part thereof as any of the same may be amended and/or supplemented from time to time ;

**"Third Charterer"** means BUE Kazakhstan Limited (Company Number SC209405) having its registered office at 19 Canning Street, Edinburgh EH3 8EH, Scotland.

**"Vessel"** means the m.v. "TULPAR" registered in the name of the Owner at the port of George Town in the Cayman Islands with Official Number 735570 and including any share or interest therein and the hull, machinery, equipment, fuel and stores thereof whether now owned or hereafter acquired and all additions, improvements and replacements hereafter made in or to the Vessel or any part thereof and/or the said equipment;

In this Form 410, any reference to any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect



**FILE COPY**



**CERTIFICATE OF THE REGISTRATION  
OF A CHARGE**

Company number 137320

I hereby certify that a charge created by

**BUE CASPIAN LIMITED**

on 14 NOVEMBER 2002

for securing

**ALL SUMS DUE UNDER THE SECURITY DOCUMENTS**

in favour of **LLOYDS TSB BANK PLC**

was delivered pursuant to section 410 of the Companies Act, 1985,  
on 21 NOVEMBER 2002

Given at Companies House, Edinburgh



**C O M P A N I E S H O U S E**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

# REGISTER of Charges, Alterations to Charges,

COMPANY: SC137320 CHARGE: 8

(1) Date of Registration	(2) Serial Number of Document on File	(3) Date of Creation of each Charge and Description thereof	(4) Date of the aquisition of the Property	(5) Amount secured by the Charge  £	(6) Short Particulars of the Property Charged	(7) Names of the Persons entitled to the Charge
21/11/2002		14/11/02 DEED OF COVENANTS		ALL SUMS DUE UNDER THE SECURITY DOCUMENTS	ASSIGNATION OF RIGHTS IN AND BENEFITS UNDER THE SECOND CHARTER, THE CHARTERER'S RECEIPTS AND ANY REQUISITION COMPENSATION	LLOYDS TSB BANK PLC

# Memoranda of Satisfaction and Appointments etc. of Receivers

N.B. Searchers may find it desirable to refer to the documents mentioned in column (2) for more detailed particulars

COMPANY: SC137320 CHARGE: 8

(8)	(9)	(10)	(11)	(12)		
				Receiver		
In the case of a floating charge, a statement of the provisions, if any, prohibiting or restricting the creation by the company of any fixed security or any other floating charge having priority over, or ranking <i>pari passu</i> with the floating charge.	In the case of a floating charge, a statement of the provisions if any regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property the subject of the floating charge or any part of it.	Amount or rate per cent of the Commission Allowance or discount	Memoranda of Satisfaction	Name	Date of Appointment	Date of Ceasing to act