

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

COMPANIES FORM No. 395

205011 / 13

## Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

[ 38 ]

02475827

Name of company

\* CMA CGM (UK) Shipping Limited

Date of creation of the charge

29 June 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Lessee Assignment (relating to the m v CMA CGM Puget (the **Vessel**)) dated 29 June 2007, made between the Company, as lessee of the Vessel and grantor of the relevant security, and The Puget Limited Partnership (the **Partnership**), acting by National Australia Finance (Vessel Leasing No 4) Limited, as General Partner (the **General Partner**).

Amount secured by the mortgage or charge

The obligations of the Company to the Owner (as defined below), the Partnership and each Indemnified Person (as defined below) under the Transaction Documents (as defined below), and those of the Guarantor (as defined below) to the Owner, the Partnership and each Indemnified Person under the Rental Guarantee (as defined below) and the Supplemental Rent Guarantee (as defined below) (see continuation sheet for defined terms)

Names and addresses of the mortgagees or persons entitled to the charge

The Puget Limited Partnership of 88 Wood Street, London EC2V 7QQ, acting by its General Partner, National Australia Finance (Vessel Leasing No 4), 88 Wood Street, London, United Kingdom EC2V 7QQ.

Postcode EC2V 7QQ

Presenter's name address and  
reference (if any)

Allen & Overy LLP  
40 Bank Street  
Canary Wharf  
London E14 5DU

M Jacovides/J de Lange[15335-01115]

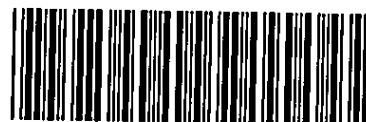
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



\*A356AR5U\*

A50

11/07/2007

151

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By way of security for the payment and discharge of the Secured Obligations (as defined below), the Company

- (a) assigns to the Partnership and agrees to assign to the Partnership absolutely and with full title guarantee all of its right, title and interest present and future to the Assigned Property (as defined below), and
- (b) to the extent that any of the Assigned Property is not at any time assigned pursuant to paragraph (a) above, with full title guarantee, hereby by way of first fixed charge, charges and agrees to charge to the Partnership the Assigned Property

(See Continuation Sheets for defined terms )

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Allen & Overy LLP*

Date 9 July 2007

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

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

CHFP025

**Particulars of a mortgage or charge  
(continued)**Please do not  
write in this  
binding marginContinuation sheet No 1  
to Form No 395 and 410 (Scot)Please complete  
legibly, preferably  
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bold block lettering

Company Number

02475827

Name of Company

CMA CGM (UK) Shipping Limited

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**Assigned Property** means the Lessee Assigned Property,**CMA CGM** means CMA CGM, a French *société anonyme* whose registered office is at 4 quai d'Arenc, 13002 Marseille and registered with the Commercial and Companies Registry of Marseille under number 562 024 422 RCS Marseille,**General Partner** means National Australia Finance (Vessel Leasing No 4) Limited) with company number 6208221, whose registered office is at 88 Wood Street, London, EC2V 7QQ, in the capacity as General Partner of the Partnership,**General Partner SPA** means the agreement for the assignment of partnership interests, dated 29 June, 2007, between the General Partner, Allco Finance Limited, National Australia Bank Limited, London branch and Allco Finance (UK) Limited, relating to the sale and purchase of the partnership interest of Allco Finance Limited in the Partnership and the transfer of the partnership interest of Allco Finance (UK) Limited in the Partnership to National Australia Bank, London Branch,**Guarantor** means CMA CGM (as a guarantor under the Rental Guarantee and the Supplemental Rent Guarantee);**Insurances** means all policies and contracts of insurance, including entries of the Vessel in any protection and indemnity or war risk association, which are effected in respect of the Vessel, or otherwise in relation to it, pursuant to clause 9 of the Lease, and all rights and other assets relating to, or derived from, any of the foregoing, including any rights to a return of a premium,**Lease** means the lease agreement, dated 29 June 2007, between the Owner and the Partnership (as lessor) and the Company (as lessee) in respect of the Vessel,

**Lease Documents** means each of the following documents entered into in relation to the Vessel, dated 29 June, 2007

- (a) the Lease,
- (b) a protocol of delivery and acceptance issued under the Lease,
- (c) the Rental Guarantee,
- (d) the Supplemental Rent Guarantee,
- (e) the Lessor Assignment and Charge,
- (f) the Lessee Assignment,
- (g) a Bahamian law first statutory rebate mortgage granted by the Owner in favour of the Company,
- (h) a deed of covenants, dated 29 June, 2007, given by the Owner in favour of the Lessee,
- (i) a tax contest letter and a writing down allowances letter, each dated 29 June 2007, by the General Partner (on behalf of the Partnership) to the Company,
- (j) a letter from National Australia Bank Limited, London Branch to the Company and the Guarantor relating to ownership of the General Partner,

and all notices (and acknowledgements thereto), consents, certificates and all other documents and agreements to which the Lessor is party, issued or, as the case may be, to be issued pursuant to any of the foregoing and any other document, notice, letter or instrument designated as a "Lease Document" by the Lessor and the Company in writing,

**Lessee Assigned Property** means the rights of the Company in and to

- (a) the Insurances, and
- (b) any Requisition Compensation,

**Lessee Assignment** means the security agreement, dated 29 June, 2007, between the Company (as lessee) and the Lessor, containing an assignment by the Company, inter alia, of all the rights of the Company to the Insurances and any Requisition Compensation,

**Lessor** means the Partnership (acting by the General Partner) and the Owner,

**Lessor Assignment** means the security agreement, dated 29 June 2007, between the Lessor and the Company (as lessee), containing, inter alia, an assignment by the Lessor of its rights to the Insurances and any Requisition Compensation and a charge over certain bank accounts of the Lessor, in each case as security for the rebate obligations of the Lessor under the Lease,

**Lessor Group** means National Australia Bank Limited and its subsidiaries,

**Limited Partner Transfer Documents** means (a) the put option agreement, dated 22 July, 2002, between Lloyds TSB Equipment Leasing (No 3) Limited and Allco Finance (UK) Limited, (b) the secondary put agreement, dated 22 July, 2002, between Allco Finance (UK) Limited and Merit Shipowning s.a l Offshore, (c) the put option amendment and nomination letter, dated 29 June, 2007, by Allco Finance (UK) Limited to Lloyds TSB Equipment Leasing (No 3) Limited and (d) the payment undertaking letter, dated 29 June, 2007, by National Australia Bank Limited, London Branch to Lloyds TSB Equipment Leasing (No 3) Limited,

**Indemnified Person** means each member of the Lessor Group and its respective officers, directors, secondees, agents and employees,

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**Owner** means Puget Limited, a company incorporated under the laws of England and Wales with registration number 04439870, whose principal place of business is at 88 Wood Street, London, EC2V 7QQ,

**Owner Company SPA** means the sale and purchase agreement dated 29 June 2007 between the General Partner and Allco Finance Limited, relating to the sale and purchase of the issued share capital in the Owner;

**Purchase Documents** means the General Partner SPA, the Limited Partner Transfer Documents and the Owner Company SPA,

**Rental Guarantee** means the guarantee and indemnity entered into by the Guarantor in favour of the Lessor, dated 29 June, 2007, by which the Guarantor guaranteed payment to the Lessor of all amounts of Rental, Termination Fee and Termination Sum (as defined in the Lease) payable by the Company (as lessee) under the Lease,

**Requisition Compensation** means all sums of money or other compensation from time to time payable in respect of the compulsory acquisition of the Vessel (being the requisition for title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation, forfeiture or confiscation for any reason of the Vessel by any government entity, but shall exclude requisition for use or hire not involving requisition of title),

**Secured Obligations** means the obligations of the Company to the Owner, the Partnership and each Indemnified Person under the Transaction Documents and those of the Guarantor to the Owner, the Partnership and each Indemnified Person under the Rental Guarantee and the Supplemental Rent Guarantee,

**Supplemental Rent Guarantee** means the guarantee and indemnity entered into by the Guarantor in favour of the Lessor, dated 29 June 2007, by which the Guarantor guaranteed payment to the Lessor of all amounts payable by the Lessee under the Lease which are designated as supplemental rent under the Lease, and

**Transaction Documents** means the Lease Documents, the Purchase Documents and all other documents which the Lessor and the Company agree in writing are "Transaction Documents"

Short particulars of all the property mortgaged or charged (continued)

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**FILE COPY**



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

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY No 02475827

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LESSEE ASSIGNMENT DATED THE 29th JUNE 2007 AND CREATED BY CMA CGM (UK) SHIPPING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE OWNER THE PARTNERSHIP AND EACH IDEMNIFIED PERSON UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th JULY 2007



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES