

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement of satisfaction in full
or in part of a mortgage or charge
against a company

☐ **What this form is NOT for**
You may not use this form to
register a statement of satis
in full or in part of a mortga
charge against an LLP Use f
LL MR04

SATURDAY



A13 *A3J8XJTT* #237
25/10/2014
COMPANIES HOUSE

1 Company details

Company number 2 2 6 6 9 1 6
Company name in full A & L CF September (3) Limited

2

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?
→ Before 06/04/2013 Complete **Part A and Part C**
→ On or after 06/04/2013 Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge
Charge creation date 1 6 0 9 2 0 0 4

A2 Charge number

Please give the charge number This can be found on the certificate
Charge number* 2

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced
Instrument description A proceeds account charge (the "Proceeds Account Charge") dated
16 September 2004 made by A & L CF September (3) Limited (the
"Chargor") in favour of Halifax plc (the "Chargee") in respect of the
Proceeds Account

Continuation page
Please use a continuation page if
you need to enter more details

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

The Chargor has charged, with full title and guarantee, the Proceeds Accounts and has charged all its rights, title and interest in and to the Proceeds Account Moneys, in each case by way of first fixed charge, in favour of the Chargee

The Chargor has assigned to the Chargee absolutely and agrees to assign to the Chargee absolutely all its rights, title and interest, present and future, in and to the Proceeds Account Moneys and Proceeds Account

The Proceeds Account Charge contains a covenant for further assurance

Capitalised expressions not otherwise defined in this Form MR04 shall have the meaning set out in Schedule 1

Continuation page

Please use a continuation page if you need to enter more details

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

Charge code ❶

- -

❶ Charge code

This is the unique reference code allocated by the registrar

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Part C To be completed for all charges**C1****Satisfaction**

I confirm that the debt for the charge as described has been paid or satisfied
Please tick the appropriate box

☒ In full
☐ In part

C2**Details of the person delivering this statement and their interest in the charge**

Please give the name of the person delivering this statement

Name

Adam Mussert

Please give the address of the person delivering this statement

Building name/number

2

Street

Triton Square

Regent's Place

Post town

London

County/Region

Postcode

N W 1 3 A N

Please give the person's interest in the charge (e g chargor/chargee etc)

Person's interest in the charge

A & L CF September (3) Limited - Chargor

C3**Signature**

Please sign the form here

Signature

Signature

X



X

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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. The contact information you give will be visible to searchers of the public record.

Contact name **Kristen Allen**

Company name **Santander UK plc**

Address **2 Triton Square**

Regent's Place

Post town **London**

County/Region

Postcode **N W 1 3 A N**

Country **United Kingdom**

DX

Telephone **020 7756 6065**

**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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

- ☐ **Part B Charges created on or after 06/04/2013**
 You have given the charge code

- ☐ **Part C To be completed for all charges**
☐ You have ticked the appropriate box in Section C1
 You have given the details of the person delivering this statement in Section C2
☐ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record

**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

Schedule 1

Definitions

In this Form 395

"Acceptance Certificate" means a certificate in the form of Schedule 5 (Form of Acceptance Certificate) of the Lease,

"Account Bank" means Citibank, N A (London Branch), a banking institution organised and existing under the laws of the United States, acting through its office at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB,

"Builder" means Samsung Heavy Industries Co , Ltd a corporation organised and existing under the laws of the Republic of Korea, having its principal office at 647-9 Yeoksam-Dong, Kangnam-gu, Seoul, Korea,

"Building Contract" means the shipbuilding contract dated 26 July 2002 and made between (a) the Builder and (b) CMA CGM in respect of the construction and sale of the Ship, together with any and all addenda and supplements thereto and all plans, drawings and specifications and including a memorandum of agreement dated 14 April 2004 made between the Builder and CMA CGM,

"CMA CGM" means CMA CGM, a corporation incorporated under the laws of France whose registered office is at 4, Quai d'Arenc - 13002 Marseille, France,

"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 but shall exclude requisition for hire not involving requisition of title,

"Deed of Covenants" means the deed of covenants in the agreed form collateral to the Mortgage to be entered into between the Chargor and the Chargee in relation to the Ship,

"Deed of Proceeds and Priorities" means the deed of proceeds and priorities dated 16 September 2004 between the Chargor, the Chargee, the Initial Sub-Lessee, the Intercreditor Trustee and Citibank N A as account bank,

"Government Entity" means and includes (whether having a distinct legal personality or not) any European Union, national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or

institution to which any of the foregoing belongs or to whose jurisdiction any of the foregoing is subject or in the activities of which any of the foregoing is a participant,

"Holding Company" means (a) in relation to a company incorporated in England and Wales, has the meaning given in Section 736 Companies Act 1985, and (b) in relation to a company or other person incorporated or formed outside England and Wales, means a company or other person of which such company is the Subsidiary,

"Indexation Letter" means the letter entitled "Indexation Relief" dated 16 September 2004 from the Chargor to the Chargee;

"Initial Sub-Lessee Assignment" means an assignment in the agreed form to be provided by the Initial Sub-Lessee in favour of the Intercreditor Trustee of its rights under the Lessee Assignment and certain of its rights under the Sub-Lease,

"Initial Sub-Lessee" means CMA CGM (UK) Shipping Limited, a company incorporated in England and Wales (registered number 02475827) whose registered office is at Port of Liverpool Building, Ground Floor, Pier Head, Liverpool L3 1BY,

"Insurances" means (a) all policies and contracts of insurance, including entries of the Ship in any protection and indemnity or war risks association, which are effected from time to time in respect of the Ship, or otherwise in relation to it, pursuant to clause 9 of the Lease, and (b) all rights and other assets relating to, or derived from, any of the foregoing, including any rights to a return of a premium,

"Intercreditor Trustee" means Citicorp Trustee Company Limited, a company incorporated in England and Wales whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (company no 00235914) in its capacity as security trustee pursuant to the terms of the Deed of Proceeds and Priorities,

"Lease" means the lease agreement dated 16 September 2004 between the Chargor (as lessor) and the Chargee (as lessee) relating to the container ship being constructed by the Builder under the Novated Building Contract with hull no 1463 (named CMA CGM Verdi),

"Lease Proceeds Rebate Amount" means any amount payable by the Chargor to the Chargee under the Lease Proceeds Rebate Provisions,

"Lease Proceeds Rebate Obligations" means all the Chargor's obligations to the Chargee under the Lease and the Deed of Proceeds and Priorities (a) to pay any Lease Proceeds Rebate Amount under the Lease Proceeds Rebate Provisions; and (b) to transfer all the Chargor's right, title and interest in and to the Ship to a purchaser when obliged to do so in accordance with the provisions of the Lease and the Deed of Proceeds and Priorities or any contract for the sale of the Chargor's interest in the Ship entered into by the Chargor pursuant to such provisions (it being acknowledged that the Chargor shall not be in breach of its obligations referred to in this paragraph (b) solely by reason of (i) a failure of the Chargee or

its transferee or assignee to release the Mortgage, (ii) any act or omission of the Chargee which constitutes wilful or reckless misconduct with (A) intent to cause damage or (B) knowledge that damage would probably result, (iii) the existence of any Security Interest over the Ship which is not a Lessor's Lien or is not otherwise created by the Chargor which is not released or (iv) any other act or omission of the Chargee, the Sub-Lessee or the Security Trustee which is not caused by an act or omission of the Chargor);

"Lease Proceeds Rebate Provisions" means clauses 10 1(f) and 19 of the Lease,

"Lessee Assignment" means an assignment by the Chargee in favour of the Initial Sub-Lessee in the agreed form of all of the Chargee's interest in and to the rebate of Net Sale Proceeds and Net Total Loss Proceeds payable to the Chargee under the Lease and, inter alia, the Chargee's rights under clause 5 2 (Lessor's Covenants) of the Lease, and the Chargee's interest in and to the Deed of Covenants, the Proceeds Account Charge and the Parent Support Letter or, as the case may be, any equivalent assignments which may be entered into from time to time by the Chargee in favour of a subsequent Sub-Lessee,

"Lessee Assignment of Insurances" means an assignment in the agreed form to be entered into by the Chargee and the Chargor of the Chargee's interest in certain of the Insurances and of its interest in the Sub-Lessee Assignment of Insurances,

"Lessor Parent" means Alliance & Leicester plc,

"Lessor's Group" means the Lessor Parent and its Subsidiaries from time to time and its Holding Company (if any) from time to time and any company which is from time to time a Subsidiary of its Holding Company,

"Lessor's Lien" means any Lien on the Ship, its earnings or Insurances which arises from, or as a result of (a) any claim against or affecting the Chargor or another member of the Lessor's Group that is not related to, or does not arise directly or indirectly as a result of, the transactions (which expression shall, for the avoidance of doubt, include, but not be limited to, the ownership, chartering, use, operation and location of the Ship) contemplated by the Lease or any of the other Transaction Documents; or (b) any act or omission (in circumstances where, in relation to an omission, the Chargor or another member of the Lessor's Group had actual knowledge, at the time that action was required to be taken, that such action was required and nevertheless failed to take such action and the Chargor is obliged under an express provision contained in any of the Transaction Documents to take such action) of the Chargor or another member of the Lessor's Group that is not related to, or does not arise directly or indirectly as a result of, the transactions (which expression shall, for the avoidance of doubt, include, but not be limited to, the ownership, chartering, use, operation and location of the Ship) contemplated by any of the Transaction Documents, or (c) Taxes which are the responsibility of the Chargor or another member of the Lessor's Group and which are not indemnified by any person under any of the Transaction Documents,

"Lien" means any right of ownership, security, retention of title, right of possession or detention, mortgage, charge, lien, pledge, encumbrance, charter or other bailment, assignment, right in rem, hypothecation, attachment, levy, claim, detention, proceeding or

set-off (other than any right of set-off arising in favour of a banker by operation of law which has not been exercised), or any other agreement or arrangement having the effect of creating a security interest or any other encumbrance whatsoever, howsoever created or arising,

"Mortgage" means the first priority Bahamas statutory mortgage over the Ship to be granted in the agreed form by the Chargor in favour of the Chargee,

"Mortgage Transfers" means the transfers of the benefit of the Mortgage in the agreed form to be granted by the Chargee in favour of the Initial Sub-Lessee and by the Initial Sub-Lessee in favour of the Intercreditor Trustee,

"Net Sale Proceeds" means, in relation to a sale of the Ship, the amount of the consideration actually and unconditionally received by the Chargor in cleared funds from a purchaser of the Ship on the sale of the Ship (including any sale arranged by the Sales Agent under the Deed of Proceeds and Priorities or by the Intercreditor Trustee as assignee of the Chargee's appointment as sales representative or pursuant to the Mortgage Transfers, Deed of Covenants and/or at law as a mortgagee) and any non-refundable deposit paid to or for the account of the Chargor by a person acquiring or proposing to acquire the Ship under a contract or offer to purchase the Ship or other agreement to acquire the Ship which has been withdrawn, terminated or cancelled or has lapsed and, for the avoidance of doubt, excluding any VAT for which the Chargor is obliged to account to any applicable Taxation Authority wheresoever and howsoever arising and after deducting (i) any costs and expenses incurred by the Chargor in connection with such sale, including any broker's commissions, reasonable marketing expenses, legal costs, agency fees and port charges, (ii) insurances premiums, (iii) stamp duties and any similar duties, (iv) Taxes, (v) registration fees, (vi) any Taxes withheld at source and (vii) any expenses relating to the repair of the Ship intended to restore the Ship to the condition required by the Lease,

"Net Total Loss Proceeds" means the Total Loss Proceeds less (i) any costs and expenses incurred by the Chargor or the Sales Agent in connection with the collection of such Total Loss Proceeds, including any broker's commissions, legal costs and agency fees, (ii) stamp duties and any similar duties and (iii) Taxes including any Taxes withheld at source,

"Novated Building Contract" means the Building Contract as novated to the Chargor by the Novation Agreement;

"Novation Agreement" means the novation agreement dated 16 September 2004 between the Chargor, CMA CGM (as original purchaser), the Initial Sub-Lessee and the Builder in respect of the Building Contract,

"Parent Support Letter" means the letter dated 16 September 2004 issued by the Lessor Parent to the Chargee,

"Pooling Benefits Letter" means the letter entitled "Pooling Benefits" dated 16 September 2004 from the Chargor to the Chargee,

"Proceeds Account" means the account in the name of the Lessor with the Account Bank having account number 10853747, sort code 18-50-08, ref Agency and Trust Group - Simon Lazarus - CMA CGM or any redesignation or renewal thereof as the Account Bank may notify from time to time,

"Proceeds Account Moneys" means all moneys from time to time credited to, and for the time being standing to the credit of, the Proceeds Account and all interest and other amounts from time to time payable in respect of, or accruing to, the Proceeds Account,

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

"Sales Agent" means the Intercreditor Trustee following its appointment as sales agent or sales representative pursuant to clause 7 of the Deed of Proceeds and Priorities,

"Secured Obligations" means the obligations, present and future, actual or contingent, of the Chargor for the payment of the Lease Proceeds Rebate Amounts and the performance and observance of and compliance with the Lease Proceeds Rebate Obligations under the Lease,

"Security Interest" means any right, title or interest of any person and shall, without limiting the generality of the foregoing, include any retention of title (for security purposes), right of possession or detention, mortgage, charge, lien, pledge, encumbrance, lease or other bailment, demise charter of the Ship, statutory right in rem, hypothecation, attachment, levy, claim or set-off (other than any right of set-off arising in favour of a banker by operation of law which has not been exercised) or any other security interest whatsoever, howsoever and wheresoever created or arising,

"Security Trustee" means Citicorp Trustee Company Limited, a company incorporated in England and Wales (registered number 00235914) whose registered office is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB as security trustee for the Finance Parties (as defined in the Deed of Proceeds and Priorities),

"Ship" means the ship known as CMA CGM VERDI, documented in the name of the Chargor under and pursuant to the laws of the Bahamas, registered in the name of the Chargor at the Port of Nassau with official number 8000739, gross tonnage 65,247 tons and net tonnage 37,549 tons and more particularly described in her certificate of registry,

"Sub-Lease" means (during the Sub-Lease Period) the sub-lease dated 16 September 2004 between the Chargee and the Initial Sub-Lessee as sub-lessee in relation to the Ship and (at any other time) any other sub-lease that the Chargee enters into in relation to the Ship in accordance with the Lease,

"Sub-Lease Period" means the period during which the Ship is let to the Initial Sub-Lessee under the Sub-Lease,

"Sub-Lessee" means (during the Sub-Lease Period) the Initial Sub-Lessee and (at any other time) any other party to whom the Chargee sub-leases the Ship in accordance with the Lease,

"Sub-Lessee Assignment of Insurances" means the assignment of all of the right, title and interest of the Initial Sub-Lessee in, to and under the Insurances (as defined in the Sub-Lease) in the agreed form to be entered into between the Initial Sub-Lessee as assignor and the Chargee as assignee or, as the case may be, any equivalent assignment which may be entered into from time to time by a subsequent Sub-Lessee in favour of the Chargee,

"Subsidiary" means (a) in respect of a person incorporated or formed outside England and Wales, any company or entity directly or indirectly controlled by such person, and for this purpose control means either the ownership of more than fifty per cent. (50%) of the voting share capital (or equivalent rights of ownership) of such company or entity or the power to direct its policies and management whether by contract or otherwise, and (b) in respect of a person incorporated in England and Wales, a subsidiary within the meaning of Section 736 Companies Act 1985,

"Tax Contest Letter" means the letter entitled "Tax Consultation" dated 16 September 2004 issued by the Chargor to the Chargee,

"Tax" includes all present and future taxes, charges, imposts, duties, levies, deductions, withholdings or fees of any kind whatsoever, or any amount payable on account of or as security for any of the foregoing, payable at the instance of or imposed by any statutory, governmental, national, international, state, federal, provincial, local or municipal authority, agency, body, commission, court, division, board or department whatsoever or any central bank, monetary agency or European Union institution, in each case whether in the United Kingdom or elsewhere, together with any penalties, additions, fines, surcharges or interest relating thereto and **Taxes, Taxation** and cognate expressions shall be construed accordingly,

"Taxation Authority" means any taxing or other authority (whether within or outside the United Kingdom) competent to impose, administer or collect any Taxation,

"Total Loss" has the meaning given to it in clause 10.2 (Definition of Total Loss) of the Lease,

"Total Loss Proceeds" means the proceeds of any policy or contract of insurance arising in respect of a Total Loss of the Ship actually and unconditionally received by the Chargor (but, for the avoidance of doubt, excluding proceeds of claims under the Insurances in relation to third party liabilities arising from the incident in connection with which the Ship became a Total Loss including protection and indemnity risks, pollution risks, collision liability and war protection and indemnity risks and also excluding claims under insurances taken out for the benefit of the Chargor alone) and any Requisition Compensation actually and unconditionally received by the Chargor in respect of a Compulsory Acquisition of the Ship,

"Transaction Documents" means the Lease, the Novation Agreement, the Novated Building Contract, the Building Contract, the Mortgage, the Mortgage Transfers, the Deed of Covenants, the Deed of Proceeds and Priorities, the Proceeds Account Charge, the Lessee Assignment, the Initial Sub-Lessee Assignment, the Tax Contest Letter, the Pooling Benefits Letter, the Parent Support Letter, the Lessee Assignment of Insurances, the Sub-Lessee Assignment of Insurances, the Sub-Lease, the Acceptance Certificate, the Indexation Letter, and each and every other letter, agreement, document or instrument from time to time (i)

entered into pursuant to any obligation arising under any of the foregoing or expressed to be supplemental to any of the foregoing or (ii) designated as such by the Chargor, the Chargee and the Intercreditor Trustee (in accordance with the Deed of Proceeds and Priorities),

Value Added Tax or VAT means value added tax as provided for in VATA and legislation (whether delegated or otherwise) supplemental thereto or in any primary or subordinate legislation promulgated by the European Union or any body or agency thereof and any Tax similar or equivalent to value added tax imposed by any country other than the United Kingdom and any similar or turnover Tax replacing or introduced in addition to any of the same, and

VATA means the Value Added Tax Act 1994