

# M

COMPANIES FORM No. 395

213213 | 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.

CHFP025

Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

15

FC024571

Name of company

\* Orient Overseas Container Line (U K ) Limited (the **Company**)

Date of creation of the charge

10 July 2008

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

An agency agreement assignment dated 10 July 2008 between the Company, as assignor, and the Assignee (as defined below), as assignee (the **Agency Agreement Assignment**)

Amount secured by the mortgage or charge

Any and all present and future monies, liabilities and obligations (whether for the payment of money or otherwise and whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to the Assignee under or in connection with all or any of the Relevant Documents (as defined below), and references to Secured Obligations include references to any part thereof (the **Secured Obligations**)

Please see the continuation sheets for defined terms.

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

National Australia Finance (Vessel Leasing No 5) Limited of 88 Wood Street, London, United Kingdom and company number 6301770 (the **Assignee**)

Postcode EC2V 7QQ

Presentor's name address and reference (if any)

HUGR/WILW

Allen & Overy LLP

25 Bank Street

Canary Wharf

London E14 5DU

35256-00192 BK 9289938

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



\*LKCWW1GQ\*

LD4

16/07/2008

242

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see the attached continuation sheets.

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 J O'Leary UP*

Date

*15 JULY 2008*

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [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**

## SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

### 1. CREATION OF SECURITY

As continuing security for the full and complete discharge of the Secured Obligations, the Company, with full title guarantee, assigns by way of security to the Assignee absolutely all the Company's rights, title and interest in and to all of the Assigned Property

### 2. RESTRICTIONS ON DEALINGS

The Company covenants with the Assignee that throughout the Security Period (as defined below) it shall not

- (a) create or agree to create or purport to do so (other than in accordance with the terms of the Agency Agreement Assignment), any Security Interest over the Assigned Property, or
- (b) sell or agree to sell or otherwise dispose of, or agree to dispose of, the benefit of all or any of the Assigned Property, or
- (c) without the prior written consent of the Assignee, agree to any variation of or amendment to the Agency Agreement (such consent not to be unreasonably withheld or delayed), or
- (d) without the prior written consent of the Assignee, release the Agent from any of its obligations under the Agency Agreement or waive any breach by the Agent of its obligations under any of such documents or consent to any act or omission as would otherwise constitute such a breach

In this Form 395

**Agency Agreement** means the agency agreement between the Company and the Agent in a form approved by the Assignee together with any deeds of accession from time to time entered into in respect thereof

**Agency Proceeds Amounts** means any amount payable by the Agent to or for the account of the Company under clause 3 1 of the Agency Agreement

**Agent** means Orient Overseas Container Line Limited, a company incorporated under the laws of Hong Kong having its registered office at 33rd Floor, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong, or any other person that from time to time accedes to the Agency Agreement in the capacity as Agent

**Applicable Laws** means all laws, conventions and regulations, national or international, public or private affecting the Vessel or the Company in relation thereto in any jurisdiction of any country or state in which the Vessel is from time to time registered or located or to which the Vessel may trade or be employed, including those in respect of the ownership, delivery, use, possession, operation or disposal of the Vessel

**Assigned Property** means

- (a) all of the rights, title and interest vested in, or expressed to be vested in, the Company in, to and under the Agency Proceeds Amounts, and

- (b) all rights to serve notices and make demands under the Agency Agreement in respect of the Agency Proceeds Amounts and to take such steps as are required to cause payment of the Agency Proceeds Amounts to become due and payable thereunder and all rights of action in respect of any breach of clause 3.1 of the Agency Agreement and all rights to receive damages and obtain relief in respect thereof,

and Assigned Property shall mean all or any of the constituent parts thereof as the context may require

**Bareboat Charter** means the bareboat charter dated on or about the date of the Agency Agreement Assignment made between the Assignee and the Company as charterer pursuant to which the Assignee has agreed to make one 4506 TEU Panamax container vessel built by Samsung Heavy Industries Co., Ltd. as hull number 1776 available to the Company as charterer on bareboat charter

**Builder** means Samsung Heavy Industries, Co., Ltd., a company incorporated under the laws of the Republic of Korea with its registered office at 34th Floor, Samsung Life Insurance Seocho Tower 1321-15, Seocho-Dong, Seocho-Gu, Seoul, Korea 137-955

**Certificate of Acceptance** means a certificate of acceptance of the Company substantially in the form set out in schedule 3 to the Bareboat Charter

**Classification Society** means American Bureau of Shipping or such other classification society selected by the Company and either being any of Lloyds Register of Shipping, Den norske Veritas and Germanischer Lloyd's or approved by the Assignee in writing for the purposes of the Bareboat Charter

**Deed of Covenant** means the deed of covenant collateral to the Mortgage entered into or to be entered into between the Assignee and the Company

**Delivery** means the delivery of the Vessel by the Assignee to the Company in accordance with clause 3.1 (Delivery) of the Bareboat Charter

**Delivery Date** means the date on which Delivery of the Vessel takes place

**Governmental Authority** means and includes (whether having a distinct legal personality or not)

- (a) any national or local government authority,
- (b) any instrumentality, board, commission, department, division, organ, court, or agency of any thereof, however constituted, and
- (c) any association, organisation, or institution of which any of the above is a member or to whose jurisdiction any thereof is subject or in whose activities any thereof is a participant

**Guarantee** means the guarantee and indemnity provided by the Guarantor in favour of the Assignee dated on or about the date of the Bareboat Charter

**Guarantor** means Orient Overseas (International) Limited, a company incorporated under the laws of Bermuda whose principal office is at Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda

**Mortgage** means the Hong Kong statutory mortgage in account current form granted or to be granted by the Assignee in favour of the Company in relation to the Vessel

**Mortgage Side Letter** means the mortgage side letter entered into or to be entered into between the Assignee and the Company in relation to the Vessel

**Novated Shipbuilding Contract** means the Shipbuilding Contract as amended and novated pursuant to the Novation Agreement

**Novation Agreement** means the novation agreement entered or to be entered into between the Builder, the Original Purchaser and the Assignee relating to the Vessel

**Original Purchaser** means Newcontainer No 46 (Marshall Islands) Shipping Inc , a company incorporated under the laws of the Marshall Islands with its principal office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, MH96960

**Parent Bank** means National Australia Bank Limited incorporated in the State of Victoria, Australia, A C N 12004 044 937 whose principal London office is at 88 Wood Street, London EC2V 7QQ

**Parent Support Letter** means the letter so entitled dated on or about the date of the Bareboat Charter addressed by the Parent Bank to the Company

**Pooling Benefits Letter** means the letter so entitled, dated on or about the date of the Bareboat Charter, addressed by the Assignee to the Company

**Relevant Documents** means

- (a) the Bareboat Charter,
- (b) the Certificate of Acceptance,
- (c) the Novation Agreement,
- (d) the Novated Shipbuilding Contract,
- (e) the Guarantee,
- (f) the Parent Support Letter,
- (g) the Replacement Vessel Letter,
- (h) the Tax Consultation Letter,
- (i) the Mortgage,
- (j) the Mortgage Side Letter,
- (k) the Deed of Covenant
- (l) the Pooling Benefits Letter,
- (m) the Agency Agreement Assignment, and
- (n) all other agreements and letters, between the Assignee and/or the Parent Bank and the Company (whether or not amongst others) or given by either of them to the other (whether or not by or to others), dated the same date as the Bareboat Charter and relating to the Transactions,

and all notices, consents, certificates and other documents from time to time issued pursuant to any of the above and all other agreements, letters and documents designated in writing as such by the Parties

**Replacement Vessel Letter** means the letter so entitled, dated the same date as the Bareboat Charter, addressed by the Assignee to the Company

**Security Interest** includes any retention of title (for security purposes), right of possession or detention, mortgage, charge, lien, pledge, encumbrance, lease or other bailment, statutory right in rem, hypothecation, preferential right or trust arrangement or other arrangement or agreement the effect of which is the creation of security

**Security Period** means the period beginning on the date of the Agency Agreement Assignment and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid, performed and discharged in full

**Shipbuilding Contract** means the shipbuilding contract dated 23 April 2007 made between the Builder and the Original Purchaser relating to the construction of the Vessel

**Tax Consultation Letter** means the letter so entitled, dated the same date as the Bareboat Charter, addressed by the Assignee to the Company relating to the Transactions

**Technical Records** means all such books, records, logs, manuals, handbooks, technical data, plans, drawings and other materials and documents (whether kept or to be kept in compliance with any Applicable Laws or the requirements of any Governmental Authority or the Classification Society or otherwise) relating to the Vessel, its ownership, operation, use, maintenance or repair (and whether kept in written or electronic form) and all additions, renewals, revisions and replacements from time to time made in accordance with the Bareboat Charter

**Transactions** means the transactions contemplated by the Relevant Documents

**Vessel** means

- (a) for the period up to but excluding the Delivery Date, hull number 1776 under construction at the premises of the Builder pursuant to the Novated Shipbuilding Contract, as more particularly described in the Novated Shipbuilding Contract, and
- (b) on and after the Delivery Date, the 4506 TEU Panamax container vessel to be constructed by the Builder pursuant to the Novated Shipbuilding Contract under hull number 1776 and to be registered on or prior to the Delivery Date in the name of the Assignee under the Hong Kong flag and includes any share or interest therein and her engines, machinery, boats, tackle, outfit, equipment, spare gear, belongings and appurtenances whether on board or ashore (but excluding consumable stores and provisions, bunkers, diesel fuel and lubricants) which become the property of the Assignee pursuant to the Novated Shipbuilding Contract and belong to the Assignee as at the Delivery Date or are installed on the Vessel thereafter or which, having been removed therefrom, remain the property of the Assignee in accordance with the Bareboat Charter together with any and all substitutions therefor, replacements, improvements and renewals thereof from time to time made in or to her in accordance with the provisions of the Bareboat Charter and, where the context permits, the expression Vessel shall include any part thereof and all Technical Records



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

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

**COMPANY NO. FC24571  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN AGENCY AGREEMENT  
ASSIGNMENT DATED 10 JULY 2008 AND CREATED BY ORIENT  
OVERSEAS CONTAINER LINE (U.K.) LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO NATIONAL AUSTRALIA FINANCE (VESSEL LEASING NO. 5)  
LIMITED ON ANY ACCOUNT WHATSOEVER 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  
16 JULY 2008

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2008**



*Companies House*  
— for the record —

PS



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES