

MG01

Particulars of a mortgage or charge

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A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

What this form is for
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

What this form is NO
You cannot use this for
particulars of a charge
company. To do this, p
form MG01s

TUESDAY



LD5 15/05/2012 #79
COMPANIES HOUSE

1 Company details

Company number 0 0 0 0 2 0 6 5

Company name in full Lloyds TSB Bank Plc (the "Bank")

3 1 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation ^d 0 3 ^m 0 5 ^y 2 0 1 2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A supplemental deed of assignment (the "Deed") dated 3 May 2012 made between (i) the Bank and (ii) KfW,
represented by KfW IPEX-Bank GmbH ("KfW") in respect of an assignment deed dated 19 December 2008 (the
"Deed of Assignment")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The "Secured Liabilities" mean all liabilities which the Bank has with respect
to KfW as CIRR agent ("CIRR Agent") under the Refinancing Agreement as
amended by the Refinancing Amendment Agreement

Definitions

"CIRR" means Commercial Interest Reference Rate,

"Commitment" means

(a) for an Original Lender, the amount set opposite its name in schedule 1 of
the Facility Agreement under the heading "Commitments" and the amount of
any other Commitment transferred to it under this Facility Agreement, and
(b) for any other Lender, the amount of any Commitment transferred to it under
the Facility Agreement,

to the extent not cancelled, transferred or reduced under the Facility Agreement,

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	KfW
Address	Palmengartenstrabe 5-9, 60325 Frankfurt, Germany
Postcode	
Name	
Address	
Postcode	

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

the Bank assigns to KfW

- (a) its right against the Borrower to receive repayment of its share in the Loan under the Facility Agreement,
- (b) its right against the Borrower to receive payment of interest under the Facility Agreement,
- (c) its right against the Federal Republic of Germany and/or KfW IPEX-Bank GmbH as Hermes Agent to receive a proportionate share of the proceeds under the Hermes Guarantee, and
- (d) its rights against Carnival Corporation as guarantor under a Deed of Guarantee entered into with KfW IPEX-Bank GmbH as Facility Agent

to the extent that these rights have not been assignment by the Deed of Assignment, in particular with respect to the Transferred Commitment (the "Assigned Claims")

Definitions

"Borrower" means Carnival plc, or, if Carnival Corporation is nominated as borrower under clause 2 3 of the Facility Agreement, Carnival Corporation,

"Carnival Corporation" means a corporation organised and existing under the laws of the Republic of Panama,

"Carnival plc" means a company organised and existing under the laws of England with registered number 04039524,

"Deed of Assignment" means a deed of assignment dated 19 December 2008, and made between KfW and the Bank,

"Deed of Guarantee" means the deed of guarantee relating to the obligations of the Borrower under the Facility Agreement, executed by Carnival Corporation on the date of this Facility Agreement, or if Carnival Corporation shall have been nominated as the Borrower under clause 2 3 of the Facility Agreement executed by Carnival plc in the form of schedule 9, in favour of the Facility Agent on behalf of the Lenders,

"Facility" means the term loan facility made available under the Facility Agreement as described in clause 2,

"Facility Agent" means KfW IPEX-Bank GmbH,

"Hermes" means, collectively, The Federal Republic of Germany, acting by its Ministry of Economics and Technology, represented by Euler Hermes Kreditversicherungs-AG and PricewaterhouseCoopers

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7	Particulars as to commission, allowance or discount (if any) Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	None	
8	Delivery of instrument You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870) We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
9	Signature Please sign the form here Signature <i>X Watson, Farley & Williams X</i> This form must be signed by a person with an interest in the registration of the charge	

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **BELLE CHEWPRECHA**

Company name **WATSON, FARLEY & WILLIAMS LLP**

Address **15 APPOLD STREET**

Post town **LONDON**

County/Region **LONDON**

Postcode **E C 2 A 2 H B**

Country **UK**

DX **CDE BOX 530**

Telephone **020 7814 8999**

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

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
- You have included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

Important information

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

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'

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

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"Facility Agreement" means the loan facility agreement dated 30 May 2008 and amended on 19 December 2008, and made between Carnival plc and Carnival Corporation as obligors, KfW IPEX-Bank GmbH, the Bank, The Royal Bank of Scotland plc, Commerzbank AG and Société Générale as mandated lead arrangers, KfW IPEX-Bank GmbH as facility agent and Hermes agent and KfW IPEX-Bank GmbH, the Bank, The Royal Bank of Scotland plc, Commerzbank AG and Société Générale as lenders,

"Lenders" means KfW IPEX-Bank GmbH, the Bank, The Royal Bank of Scotland plc, Commerzbank AG and Société Générale,

"Original Lender" means KfW IPEX-Bank GmbH, the Bank, The Royal Bank of Scotland plc, Commerzbank AG and Société Générale,

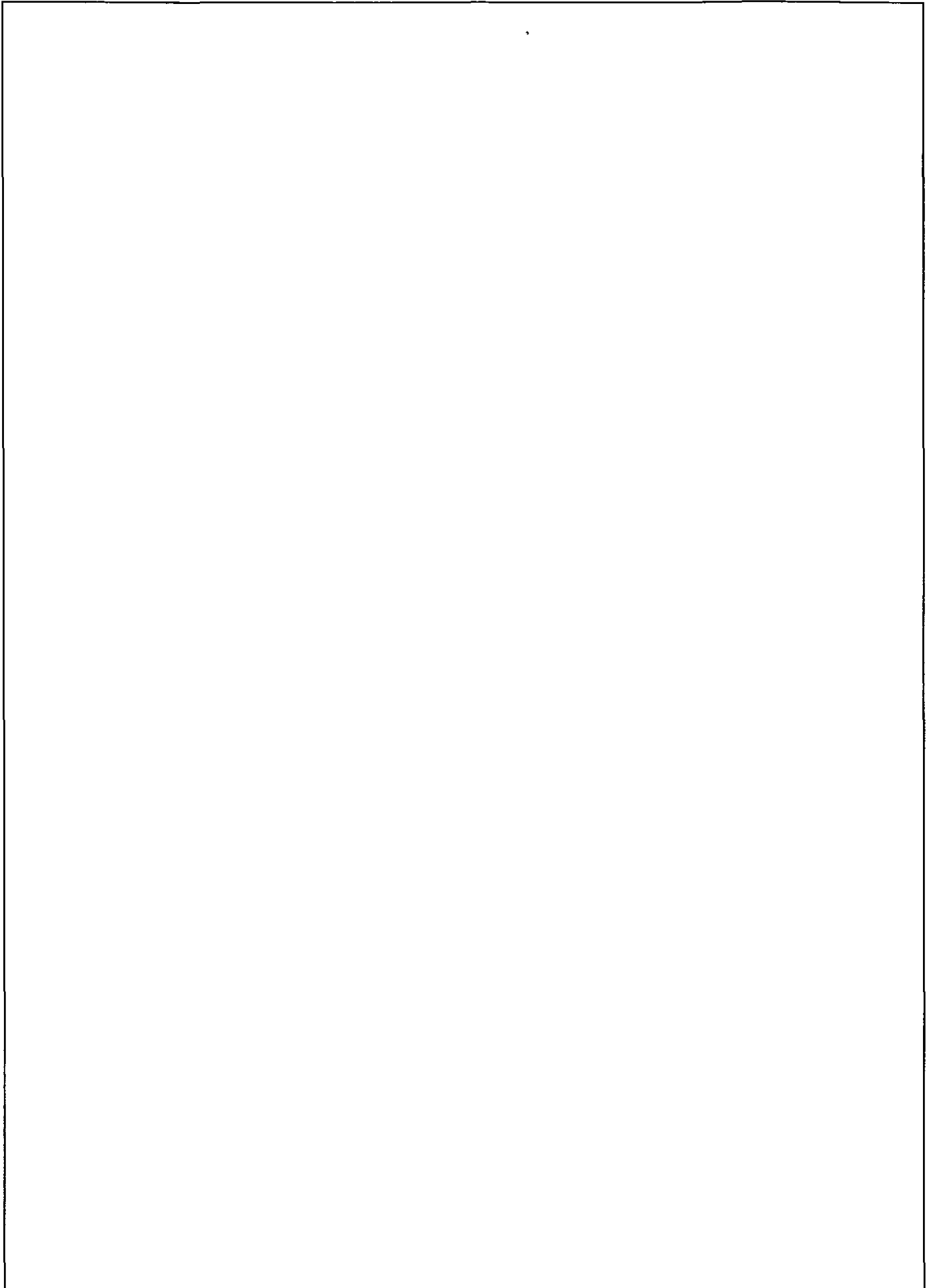
"Refinancing Agreement" means a refinancing agreement dated 19 December 2008, and made between the Bank and KfW,

"Refinancing Amendment Agreement" means an amendment agreement to the Refinancing Agreement made by KfW, whereby the Refinancing Loan is increased by the amount of the Transferred Commitment,

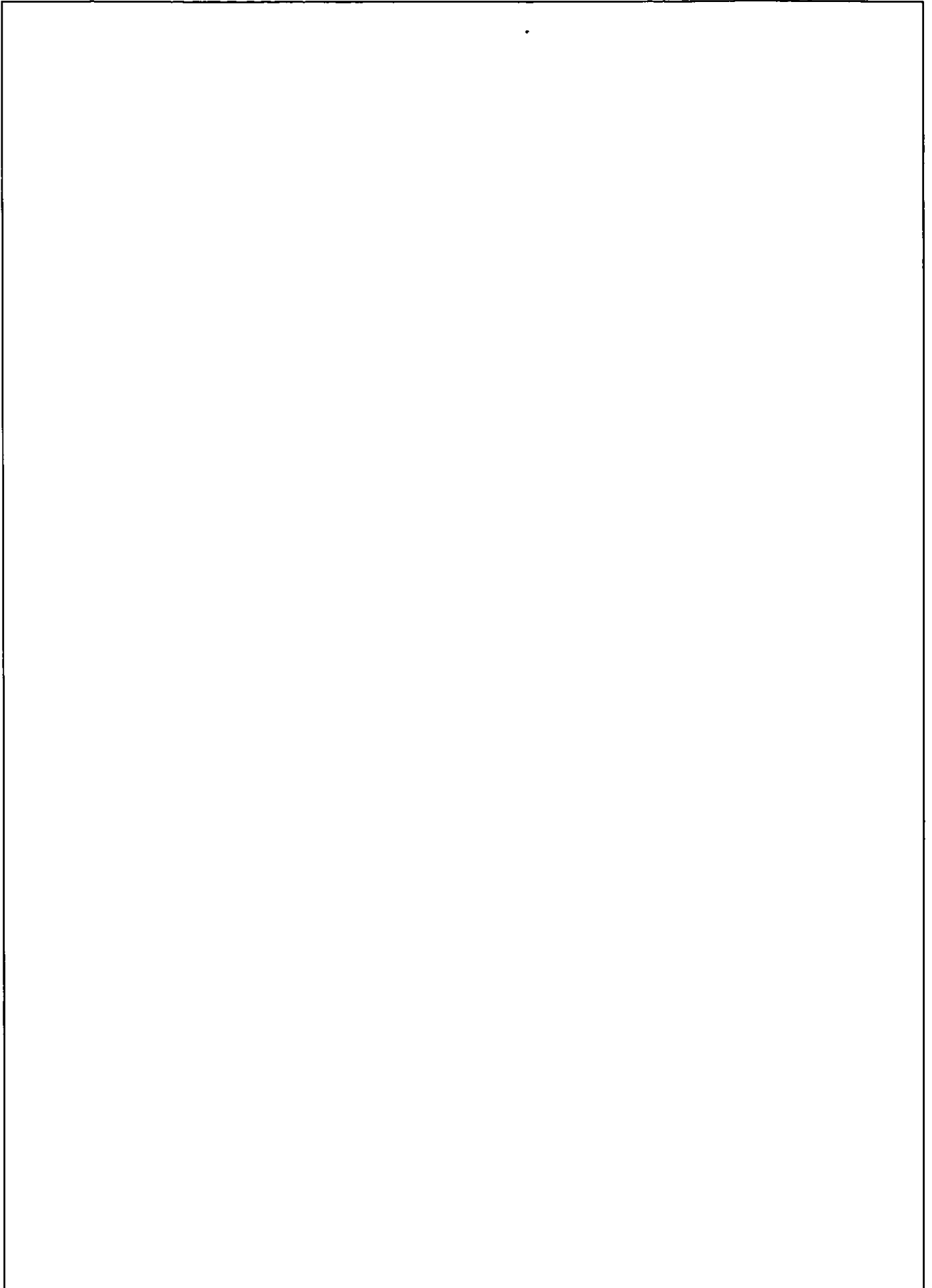
"Refinancing Loan" means a refinancing loan in an amount equal to 20 per cent of the maximum loan amount of EUR 292,000,000, granted by KfW to the Bank, and

"Transferred Commitment" means the transfer of the entire Commitment from the Royal Bank of Scotland in the amount of EUR54,800,000 to the Bank

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Aktiengesellschaft Wirtschaftsprüfungsgesellschaft,

"Hermes Agent" means KfW IPEX-Bank GmbH,

"Hermes Guarantee" means a finance credit guarantee no DN 352247/MFA 900104/ Vereinigte Staaten issued by Hermes on 25 June 2008 in favour of KfW as Hermes Agent, and

"Loan" means the loan made or to be made under the Facility or the principal amount outstanding from time to time being of the loan



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

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2065
CHARGE NO. 31**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF
ASSIGNMENT DATED 3 MAY 2012 AND CREATED BY LLOYDS
TSB BANK PLC FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO KFW AS CIRR AGENT
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 15 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MAY 2012

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