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in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

395

109307/234

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

For official use

5 7

Company number

03783705

Name of company

* CARISBROOKE SHIPPING HOLDINGS LIMITED (the "Chargor")

Date of creation of the charge

7 February 2006

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

Deed of charge over shares in Carisbrooke Shipping 633 Limited (the "Borrower") dated 7 February 2006 between the Chargor and Nordea Bank Finland Plc as chargee (the "Chargee") (the "Charge")

Amount secured by the mortgage or charge

The aggregate from time to time outstanding under a loan agreement dated 7 February 2006 pursuant to which each of the banks listed in schedule 1 to the Agreement (as defined below) (collectively the "Banks") has agreed to lend to the Borrower its participation in a loan not exceeding EUR 4,513,600 (the "Loan") made between the Borrower (as borrower), the Banks (as lenders), NORDEA BANK FINLAND PLC as arranger (the "Arranger") and NORDEA BANK FINLAND PLC as agent for the Banks and the Swap Bank (the "Agent") (the "Agreement"); all accrued and unpaid interest on the Loan; all other sums of any nature (together with all accrued and unpaid interest on any of those sums) payable to any of the Finance Parties under the Finance Documents; any damages payable as a result of any breach by any of the Security Parties of any of the Finance Documents; and any damages or other sums payable as a result of any of the obligations of any of the Security Parties under or pursuant to any of the Finance Documents being disclaimed by a liquidator or any other person (the "Indebtedness"). and the observance and performance by the Chargor of all its obligations under or arising out of the Finance Documents.
(See continuation)

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

Nordea Bank Finland Plc, City Place House, 8th Floor, 55 Basinghall Street, London

Postcode EC2V 5NB

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

Stephenson Harwood
One St. Paul's Chrchyard
London EC4M 8SH

For official Use (02/00)

Mortgage Section

Post room



LD4
COMPANIES HOUSE

426
23/02/2006

Time critical reference
1313/44-02074/3460082

Short particulars of all the property mortgaged or charged

The Chargor with full title guarantee assigns and charges to the Chargee as security agent for the Finance Parties by way of first fixed charge the Charged Securities and all other rights, titles and interests of the Chargor in and to all certificates in respect of the Charged Securities and all voting and other consensual powers pertaining to the Charged Securities.

Pursuant to clause 2.4 of the Charge, the Chargor covenants that it will not dispose of or deal with nor create or permit any Encumbrance or other third party right to arise or exist on or over any of the Charged Securities.

(See continuation)

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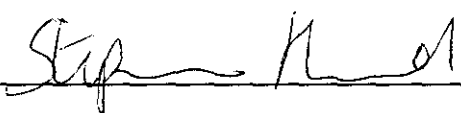
Please complete legibly, preferably in black type, or bold block lettering

7
+
95

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

23 February 2006

On behalf of chargee[†]

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

Notes

† delete as appropriate

- 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

Company number

03783705

Name of company

* insert full name
of company

* CARISBROOKE SHIPPING HOLDINGS LIMITED (the "Chargor")

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

"Credit Support Document" means any document described as such in the Swap Agreement and, where the context permits, any other document referred to in any Credit Support Document which has the effect of creating an Encumbrance in favour of any of the Finance Parties.

"Encumbrance" means a mortgage, charge, assignment, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"EUR" means the single currency of the members state of the European Union adopting the euro as its currency in accordance with the legislation of the European Union relating to the European Economic and Monetary Union.

"Finance Parties" means the Arranger, the Agent, the Swap Bank and the Banks and "Finance Party" means any one of them.

"Finance Documents" means the Agreement, the Charge, the Swap Agreement and any other Credit Support Documents any other document which may at any time be executed by any person as security for the payment of all or any part of the Indebtedness and any other document designated as such by the Agent and the Borrower.

"Security Parties" means the parties to any of the Finance Documents (other than any Finance Party).

"Swap Agreement" means any ISDA Master Agreement entered or to be entered into between the Borrower and the Swap Bank.

"Swap Bank" means Nordea Bank Finland PLC acting through its branch at City Place House, 8th Floor, 55 Basinghall Street, London, EC2V 5NB.

Company number

03783705

Name of company

* insert full name
of company

* CARISBROOKE SHIPPING HOLDINGS LIMITED (the "Chargor")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* CARISBROOKE SHIPPING HOLDINGS LIMITED (the "Chargor")

Addendum 4/4

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

"Charged Securities" means:

- (a) the Initial Shares;
- (b) the Further Shares;
- (c) all dividends, interest or other distributions paid or payable or made on or in respect of the Initial Shares or the Further Shares at any time and from time to time during the Security Period;
- (d) all stocks, shares, rights, money or property accruing or offered by way of redemption, bonus, preference, option or otherwise to or in respect of the Initial Shares or the Further Shares at any time and from time to time during the Security Period; and
- (e) all allotments, accretions, offers, rights, benefits and other advantages and all other consensual rights accruing, offered or arising in respect of the Initial Shares or the Further Shares at any time and from time to time during the Security Period.

"Drawdown Date" means the date on which a Tranche is advanced to the Borrower in accordance with the Drawdown Notice.

"Drawdown Notice" means a request made by the Borrower for the drawdown of a Tranche, substantially in the form set out in Schedule 3 of the Agreement.

"Further Shares" means any further shares in the Borrower at any time and from time to time during the Security Period issued to the Chargor, whether in addition to or in exchange or substitution for or replacement of any of the Initial Shares.

"Initial Shares" means the shares in the Borrower owned by the Chargor.

"Security Period" means the period commencing on the first Drawdown Date and ending on the day the Indebtedness under the Loan has been repaid in full.

"Tranche I" means an amount up to but not exceeding EUR 1,934,400.

"Tranche II" means an amount up to but not exceeding EUR 1,289,600.

"Tranche III" means an amount up to but not exceeding EUR 1,289,600.

"Tranches" means Tranche I, Tranche II and Tranche III and Tranche means any of them.

FILE COPY



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

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

COMPANY No. 03783705

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE OVER SHARES IN CARISBROOKE SHIPPING 633 LIMITED DATED THE 7th FEBRUARY 2006 AND CREATED BY CARISBROOKE SHIPPING HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO NORDEA BANK FINLAND PLC 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 23rd FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th FEBRUARY 2006.

PDMM



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES