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* insert full name
of company

COMPANIES FORM No. 395

041724/13

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

For official use

Company number

(Address overleaf - Note 6)

Name of company

8

06220158

SINO OFFSHORE LIMITED a company incorporated in England and Wales whose registered office is at 45 King William Street, London, EC4R 9AN ("Sino Offshore")

Date of creation of the charge

11 November 2008

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

An earnings account assignment (the "Deed") dated 11 November 2008 and made between (i) Sino Offshore and (ii) HSH Nordbank AG (the "Security Trustee")

Amount secured by mortgage or charge

The "**Secured Liabilities**" meaning all liabilities which the Borrower, the Security Parties or any of them have, at the date of the Loan Agreement or at any later time or times, under or in connection with any Finance Document or the Master Agreement or any judgment relating to any Finance Document or the Master Agreement, and for this purpose, there shall be disregarded any total or partial discharge of these liabilities, or variation of their terms, which is effected by, or in connection with, any bankruptcy, liquidation, arrangement or other procedure under the insolvency laws of any country,

Continued...

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

HSH Nordbank AG

acting through its office at Gerhart-Hauptmann-Platz 50, 20095

Hamburg, Germany

Postcode

Presentor's name address and reference (if any)

Watson, Farley & Williams LLP 15
Appold Street London
EC2A 2HB
FOR COLLECTION AT THE
LONDON COUNTER
MOOP1/22208 50150/26238455

For official Use
Mortgage Section

WEDNESDAY



LEG2Z4YI

LD2

19/11/2008

215

COMPANIES HOUSE

Time critical reference

Short particulars of all the property mortgaged or charged

The "**Assigned Property**" being all rights of every kind which Sino Offshore has at the date of the Deed or at any later time or times may have in relation to the Account and, in particular, to the Credit Balance on the Account

Negative pledge. Except in favour of the Security Trustee and to secure the Secured Liabilities, Sino Offshore shall not effect any assignment, charge or other disposition of any kind of or affecting the Account or the Credit Balance on the Account

Definitions

"**Account**" means an account held with the Account Bank designated "Sino Offshore Limited - Earnings Account" with account number 44993401, and references to the Account include any other account, whether in Dollars or any other currency, which may be opened in the place of the account referred to above, irrespective of the number or designation of such replacement account, and any sub-account of that account or such replacement account, and references to the Account shall be construed accordingly,

Continued...

Particulars as to commission allowance or discount (note 3)

None

Signed

Wabon, Farley & Williams LLP

Date 18 November 2008

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

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95

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 6)

†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 situated 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 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is -
Companies House, Crown Way, Cardiff CF4 3UZ, DX 33050 Cardiff

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COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)
Particulars of a mortgage or charge
(continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

Company number
06220158

Please complete
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Name of company
SINO OFFSHORE LIMITED a company incorporated in England and Wales whose registered office is
at 45 King William Street, London, EC4R 9AN ("Sino Offshore") ~~limited~~

* delete if
inappropriate

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

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

Definitions

"**Account Bank**" means HSH Nordbank AG, London Branch acting in such capacity through its office at Moorgate Hall, 155 Moorgate, London EC2M 6UJ,

"**Account Security Deeds**" means

(a) the deeds creating security in respect of each Earnings Account (including the Deed), and
(b) the deed creating security in respect of the Cash Collateral Accounts,
each to be executed by the relevant Owner or (in the case of the Cash Collateral Accounts) the Borrower in favour of the Security Trustee in agreed form,

"**Advance**" means the principal amount of each borrowing by the Borrower under the Loan Agreement,

"**Approved Flag**" means UK flag, Hong Kong flag, Bahamas flag, Singapore flag or any other flag which is acceptable to the Majority Lenders in their absolute discretion,

"**Business Day**" means a day on which banks are open in London and Hamburg, in respect of a day on which a payment is required to be made under a Finance Document, also in New York City,

"**Cash Collateral Accounts**" means the Facility Cash Collateral Account and the LC Cash Collateral Account,

"**Charter**" means, in relation to a Ship, a charter in respect of that Ship which is on terms which have been approved by the Agent or such other charter in respect of that Ship entered into in accordance with the Loan Agreement,

"**Charterer**" means, in relation to a Ship, the company which has chartered that Ship from the relevant Owner pursuant to the Charter in respect of that Ship,

"**Charter Guarantee**" means, in relation to each Charter, any guarantee of the liabilities of the Charterer under that Charter,

"**Commitment**" means, in relation to a Lender, the amount set opposite its name in Schedule 1 of the Loan Agreement, or, as the case may require, the amount specified in the relevant transfer certificate, as that amount may be reduced, cancelled or terminated in accordance with the Loan Agreement (and "Total Commitments" means the aggregate of the Commitments of all the Lenders),

"**Confirmation**" and "Early Termination", in relation to any continuing Designated Transaction, have the meanings given in the Master Agreement,

"**Contribution**" means, in relation to a Lender, the part of the Loan which is owing to that Lender and, in relation to the Issuing Bank, the Outstanding Letter of Credit Amount owing to it,

"**Creditor Party**" means the Agent, the Security Trustee, the Arranger, the Issuing Bank, any Lender or the Swap Bank, whether as at the date of the Loan Agreement or at any later time,

"**Deed of Covenant**" means, in relation to each Ship, if a deed of covenant is appropriate given the Mortgage on that Ship, a deed of covenant collateral to the Mortgage on that Ship in agreed form,

"**Designated Transaction**" means a transaction which fulfils the following requirements

- (a) it has been or is entered into by the Borrower pursuant to the Master Agreement,
- (b) its purpose is the hedging of part of the Borrower's exposure under the Loan Agreement to fluctuations in LIBOR arising from the funding of the Loan (or any part thereof) for a period expiring no later than the Maturity Date, and
- (c) it is designated by the Borrower, by delivery by the Borrower to the Agent of a notice of designation in the form set out in the Loan Agreement, as a Designated Transaction for the purposes of the Finance Documents,

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

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"Dollars" and **"\$"** means the lawful currency for the time being of the United States of America,

"Drawdown Date" means, in relation to an Advance, the date requested by the Borrower for the Advance to be made, or (as the context requires) the date on which the Advance is actually made,

"Earnings" means, in relation to each Ship, all moneys whatsoever which are now, or later become, payable (actually or contingently) to the Owner owning that Ship or the Security Trustee and which arise out of the use or operation of that Ship, including (but not limited to)

- (a) all freight, hire and passage moneys, compensation payable to the Owner owning that Ship or the Security Trustee in the event of requisition of that Ship for hire, remuneration for salvage and towage services, demurrage and detention moneys and damages for breach (or payments for variation or termination) of any charterparty or other contract for the employment of that Ship,
- (b) all moneys which are at any time payable under Insurances in respect of loss of earnings, and
- (c) if and whenever that Ship is employed on terms whereby any moneys falling within paragraphs (a) or (b) are pooled or shared with any other person, that proportion of the net receipts of the relevant pooling or sharing arrangement which is attributable to that Ship,

"Earnings Account" means the Account and, in relation to each other Owner, an account in the name of that Owner with the Account Bank in London designated "[Name of Owner] - Earnings Account", or any other account (with that or another office of the Account Bank or with a bank or financial institution other than the Account Bank) which is designated by the Agent as the Earnings Account for that Owner for the purposes of the Loan Agreement,

"Facility Cash Collateral Account" means an account in the name of the Borrower with the Account Bank in London designated "Allocean Finance (UK) Limited - Facility Cash Collateral Account", or any other account (with that or another office of the Account Bank or with a bank or financial institution other than the Account Bank) which is designated by the Agent as the Facility Cash Collateral Account for the purposes of the Loan Agreement,

"Finance Documents" means

- (a) the Loan Agreement,
- (b) the Agency and Trust Deed dated 2 July 2007 entered into between the same parties as are parties to the Loan Agreement,
- (c) the Guarantees,
- (d) the Predelivery Security Assignments,
- (e) the Deeds of Covenant,
- (f) the General Assignments,
- (g) the Mortgages,
- (h) the Account Security Deeds in relation to the Earnings Accounts,
- (i) the Account Security Deed in relation to the Cash Collateral Accounts,
- (j) the Shares Charges,
- (k) the Management Agreement Assignments, and
- (l) any other document (whether creating a Security Interest or not) which is executed at any time by the Borrower or any other person as security for, or to establish any form of subordination or priorities arrangement in relation to, any amount payable to the Lenders and/or the Swap Bank under the Loan Agreement or any of the other documents referred to in this definition,

"General Assignment" means, in relation to each Ship, a general assignment of its Earnings, its Insurances and any Requisition Compensation and an assignment of the Charter and any relevant Charter Guarantee in relation to that Ship (or any charter of a duration of 12 months or more and any supporting guarantee) or, if applicable, the Pool Agreement in respect of that Ship, to be executed by the relevant Owner in favour of the Security Trustee in agreed form,

"Guarantee" means, in relation to Allocean Limited and each Owner, a guarantee of the obligations of the Borrower under the Loan Agreement, the other Finance Documents and the Master Agreement to be executed by Allocean Limited and by that Owner in favour of the Security Trustee in agreed form including a guarantee dated 17 July 2007 provided by Sino Offshore in favour of the Security Trustee,

Continued overleaf...

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

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"Insurances" means, in relation to each Ship

- (a) all policies and contracts of insurance, including entries of that Ship in any protection and indemnity or war risks association, which are effected in respect of that Ship, its Earnings or otherwise in relation to it, 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,

"Issuing Bank" means any Lender or Lenders which issue a Letter of Credit pursuant to the Loan Agreement,

"LC Cash Collateral Account" means an account in the name of the Borrower with the Account Bank in London designated "Allocean Finance (UK) Limited - LC Cash Collateral Account", or any other account (with that or another office of the Account Bank or with a bank or financial institution other than the Account Bank) which is designated by the Agent as the LC Cash Collateral Account for the purposes of the Loan Agreement,

"Letter of Credit" means a standby letter of credit in relation to the obligations of the Borrower or any of its subsidiaries to be issued by the Issuing Bank in favour of the Letter of Credit Beneficiary in a form which the Issuing Bank approves,

"Letter of Credit Beneficiary" means, for each Letter of Credit, the person in whose favour a Letter of Credit has been or will be issued under the Loan Agreement,

"LIBOR" means, for an Interest Period (as defined in the Loan Agreement)

- (a) the rate per annum equal to the offered quotation for deposits in Dollars for a period equal to, or as near as possible equal to, the relevant Interest Period which appears on Reuters Page Libor 01, at or about 11 00 a m (London time) on the Quotation Date for that Interest Period (and, for the purposes of the Loan Agreement, "Reuters Page Libor 01" means the display designated as "Page Libor 01" on the Reuters Service or such other page as may replace Page Libor 01 on that service for the purpose of displaying rates comparable to that rate) or on such other service as may be nominated by the British Bankers' Association as the information vendor for the purpose of displaying the British Bankers' Association Interest Settlement Rates for Dollars, or
- (b) if no rate is quoted on Reuters Page Libor 01, the rate per annum determined by the Agent to be the arithmetic mean (rounded upwards, if necessary, to the nearest one / sixteenth of one per cent) of the rates per annum notified to the Agent by each Reference Bank as the rate at which deposits in Dollars are offered to that Reference Bank by leading banks in the London Interbank Market at that Reference Bank's request at or about 11 00 a m (London time) on the Quotation Date for that Interest Period for a period equal to that Interest Period and for delivery on the first Business Day of it,

"Loan" means the principal amount for the time being outstanding under the Loan Agreement,

"Loan Agreement" means a loan and letter of credit facility agreement dated 2 July 2007 (as amended from time to time including by the supplemental letters dated 21 December 2007, 30 April 2008, 12 May 2008, 20 June 2008, 28 July 2008 and 10 September 2008) and made between (i) Allocean Finance (UK) Limited as borrower (the "**Borrower**"), (ii) the banks and financial institutions listed in schedule 1 thereto as lenders (the "**Lenders**"), (iii) HSH Nordbank AG as swap bank (the "**Swap Bank**"), (iv) HSH Nordbank AG as arranger and as bookrunner (the "**Arranger**"), (v) HSH Nordbank AG as agent (the "**Agent**") and (vi) the Security Trustee, under which it was agreed that the Lenders would make available to the Borrower a revolving credit facility of up to US\$150,000,000 including a letter of credit facility of up to \$25,000,000,

"Majority Lenders" means

- (a) before an Advance has been made, Lenders the aggregate of whose Commitments total 66 67 per cent of the Total Commitments, and
- (b) after an Advance has been made, Lenders the aggregate of whose Contributions total 66 67 per cent of the Loan,

Continued overleaf...

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

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"Management Agreement" means, in relation to each Ship, the management agreement (including fixed price operating expenses) entered or to be entered into between Allocean Limited and the Owner owning that Ship which shall be in a form acceptable to the Agent,

"Management Agreement Assignments" means the assignments in relation to the Management Agreements to be executed by each Owner in favour of the Security Trustee in agreed form,

"Master Agreement" means the master agreement (on the 1992 ISDA (Multicurrency Crossborder) form) entered or to be entered into between the Borrower and the Swap Bank together with any other such agreements entered into between the Borrower and the Swap Bank and including all Designated Transactions from time to time entered into and Confirmations from time to time exchanged under such master agreement,

"Maturity Date" means, the earlier of

- (a) the date falling 5 years after the date of the Loan Agreement, and
- (b) 30 June 2012,

"Mortgage" means in relation to each Ship a first priority mortgage on that Ship to be executed by the Owner owning that Ship in favour of the Security Trustee (or, if appropriate given the flag on which that Ship is registered, in favour of all the Lenders) in agreed form or, as the case may be, in such form as the Agent (acting with the authorisation of the Majority Lenders) shall reasonably require,

"Newbuildings" means a newbuilding which is to be acquired by an Owner pursuant to a Shipbuilding Contract where the form of the Shipbuilding Contract and Refund Guarantee in relation to that Newbuilding has been approved by the Lenders,

"New Ship" means any ship which is, or is to be, purchased by an Owner, each of which must meet the following requirements

- (a) it is less than 14 years old when purchased,
- (b) the purchase price is less than \$60,000,000,
- (c) it shall be either a double hull tanker up to Aframax in size, a bulk carrier up to 180,000 dwt, a container vessel up to 5,000 teu, an LPG vessel up to 30,000 cbm or offshore vessels (PSV or AHTS),
- (d) it is to be registered on an Approved Flag, and
- (e) it will be subject to a Charter from the time of its delivery to the relevant Owner to a charterer that has been approved by the Agent acting in its reasonable discretion or it will operate in a Pool Agreement which has been approved by the Agent acting in its reasonable discretion from the time of its delivery to the relevant Owner, or
- (f) if the particular ship does not meet the requirements listed in paragraphs (a) to (e) it has been approved by all the Lenders acting in their absolute discretion,

"Outstanding Letter of Credit Amount" means the maximum amount for which the Letters of Credit are issued less all reductions to them which have been made in accordance with the Loan Agreement,

"Owners" means Sino Offshore and any other 100 per cent owned subsidiary of Allocean Limited which is to acquire a Ship pursuant to the facility made available to the Borrower under the Loan Agreement,

"Pool Agreement" means, in relation to each Ship which is not subject to a Charter or otherwise, an agreement pursuant to which that Ship shall be subject to pooling arrangements on terms which have been approved by the Agent,

"Pre-delivery Security Assignment" means, in relation to each Newbuilding and the financing of a pre-delivery instalment or instalments in respect of that Newbuilding under the Loan Agreement, an assignment of the Shipbuilding Contract and Refund Guarantee for that Newbuilding to be executed by the Owner which is a party to that Shipbuilding Contract in favour of the Security Trustee in agreed form,

"Quotation Date" means, in relation to any Interest Period (as defined in the Loan Agreement) (or any other period for which an interest rate is to be determined under any provision of a Finance Document), the day on which quotations would ordinarily be given by leading banks in the London Interbank Market for deposits in the currency in relation to which such rate is to be determined for delivery on the first day of that Interest Period (as defined in the Loan Agreement) or other period,

Continued overleaf...

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

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"Reference Banks" means, subject to (a) below, the Arranger and up to 2 other banks selected by the Arranger,

(a) **Replacement of Reference Bank** If any Reference Bank ceases to be a Lender or is unable on a continuing basis to supply quotations for the purposes of fixing a rate of interest under the Loan Agreement then, unless the Borrower, the Agent and the Majority Lenders otherwise agree, the Agent, acting on the instructions of the Majority Lenders, and after consulting the Borrower, shall appoint another bank (whether or not a Lender) to be a replacement Reference Bank, and, when that appointment comes into effect, the first² mentioned Reference Bank's appointment shall cease to be effective,

"Refund Guarantee" means, in relation each Shipbuilding Contract, the refund guarantee or guarantees issued or to be issued pursuant to that Shipbuilding Contract which shall be in a form acceptable to the Lenders,

"Requisition Compensation" includes, in relation to each Ship, all compensation or other moneys payable by reason of any act or event such as is referred to in paragraph (b) of the definition of "Total Loss",

"Security Interest" means

(a) a mortgage, charge (whether fixed or floating) or pledge, any maritime or other lien or any other security interest of any kind,

(b) the security rights of a plaintiff under an action in rem, and

(c) any arrangement entered into by a person (A) the effect of which is to place another person (B) in a position which is similar, in economic terms, to the position in which B would have been had he held a security interest over an asset of A, but this paragraph (c) does not apply to a right of set off or combination of accounts conferred by the standard terms of business of a bank or financial institution,

"Security Party" means Allocean Limited, the Owners and any other person (except a Creditor Party) who, as a surety or mortgagor, as a party to any subordination or priorities arrangement, or in any similar capacity, executes a document falling within the last paragraph of the definition of "Finance Documents",

"Shares Charge" means, in relation to the Borrower and each Owner, a charge in relation to the share capital of the Borrower and that Owner to be executed by Allocean Limited in favour of the Security Trustee in agreed form,

"Shipbuilding Contract" means, in relation to each Newbuilding, the shipbuilding contract for that Newbuilding entered into by an Owner and the builder of that Newbuilding which shall be in a form acceptable to the Lenders,

"Ships" means, together, the New Ships and the Newbuildings, and

"Total Loss" means, in relation to each Ship

(a) actual or constructive or compromised or agreed or arranged total loss of that Ship,

(b) requisition for title or other compulsory acquisition of that Ship otherwise than by requisition for hire,

(c) capture, seizure, arrest, detention or confiscation of that Ship by any government or by persons acting or purporting to act on behalf of any government unless the Ship be released and restored to the relevant Owner from such capture, seizure, arrest, detention or confiscation within 1 month after the occurrence thereof

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

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

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"Credit Balance" means, in relation to the Account

- (a) the amount for the time being standing to the credit thereof, and
- (b) any amount received by or for the account of the Account Bank which the Account Bank is under a duty to credit to the Account but which the Account Bank has not yet credited to the Account, and
- (c) any interest accrued or accruing on an amount covered by paragraph (a) or (b) above, whether or not the interest has been credited to the Account,

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6220158
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN EARNINGS ACCOUNT
ASSIGNMENT DATED 11 NOVEMBER 2008 AND CREATED BY
SINO OFFSHORE LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE BORROWER TO THE
SECURITY PARTIES OR ANY OF THEM 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 19 NOVEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 NOVEMBER
2008

L.C. S.O.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES