

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A/C 00400074/13

# 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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1116

06305115

Name of company

\*insert full name of Company

\* PROSPECT NUMBER 62 LIMITED incorporated in England and Wales whose registered Office is at St. Paul's House, Warwick Lane, London, EC4M 7BP (the Company)

Date of creation of the charge

20 August 2009

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

A deed of charge in respect of shares (the Share Charge)

Amount secured by the mortgage or charge

All sums owing under or pursuant to:

(a) a loan agreement dated 20 August 2009 (the Loan Agreement) (together with all amendments, modifications, supplements and addenda thereto from time to time) made between (1) PB Vessels Holding Limited as borrower (the Borrower) (2) Pacific Basin Shipping Limited, the Company, Prospect Number 59 Limited, Prospect Number 60 Limited, Illuminous Limited and Kumberstar Limited as guarantors (together the Guarantors), (3) the banks and financial institutions set out in Schedule 1 of the Loan Agreement as lenders (the Lenders), (4) Danish Ship Finance A/S (Danmarks Skibskredit A/S) as swap provider (the Swap Provider) and (5) Danish Ship Finance A/S (Danmarks Skibskredit A/S) as agent for the Lenders, the Swap Provider and the Risk Participants (as defined below) (the Agent);

(b) one or more ISDA master agreements (together with all amendments, modifications, supplements and addenda thereto from time to time) made or to be made between (1) the Borrower and (2) the Swap Provider (the Swap Agreements);

(c) one or more agreements (together with all amendments, modifications, supplements and addenda thereto from time to time) executed or to be executed between (1) the Borrower and (2) the Lenders (the Interest Fixing Agreements) to fix the interest rate applicable to the loan provided pursuant to the Loan Agreement; (d) the guarantee contained in the Loan Agreement as extended in favour of the Risk Participants (as defined below) pursuant to the terms of an intercreditor agreement dated 20 August 2009 (the Intercreditor Agreement) made between (1) the Lenders, (2) the banks and financial institutions listed in Schedule 2 thereto as risk participants (the Risk Participants) (3) the Swap Provider, (4) the Agent, (5) the Borrower and (6) the Guarantors (the Guarantee);

(e) the Share Charge; and

(f) any other documents executed to secure sums owing under the Loan Agreement and/or the Swap Agreements and/or the Interest Fixing Agreements and/or the Guarantee.

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

(a) DANISH SHIP FINANCE A/S (DANMARKS SKIBSKREDIT A/S) of Sankt Annæ Plads 3, DK-1250, Copenhagen K, Denmark (as Agent); (b) DANISH SHIP FINANCE A/S (DANMARKS SKIBSKREDIT A/S) of Sankt Annæ Plads 3, DK-1250, Copenhagen K, Denmark (as Lender); (c) DANISH SHIP FINANCE A/S (DANMARKS SKIBSKREDIT A/S) of Sankt Annæ Plads 3, DK-1250, Copenhagen K, Denmark (as Swap Provider); and (d) EKSPORT KREDIT FONDEN of Langelinie Alle 17, DK-2100, Copenhagen O, Denmark (as Risk Participant).

Postcode

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

Norton Rose LLP  
3 More London Riverside  
London  
SE1 2AQ

AMDA / LN28911 / 9935417

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

TUESDAY



LD2

\*L1E0JD32\*

08/09/2009

39

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By way of first fixed charge, all and any of the Company's interests present and future in:

- (a) the entire issued share capital of Prospect Number 60 Limited owned by the Company (the Shares); and
- (b) all dividends, interest and other moneys paid or payable after the date of the Share Charge on all or any of the Shares and all rights accruing at any time to or in respect of all or any of the Shares.

Please do not write in this margin

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

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Particulars as to commission allowance or discount (note 3)

NIL

Signed Norton Rose LLP

Date 8 September 2009

On behalf of ~~XXXXXX~~ [mortgagee/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



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

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

**COMPANY NO. 6305115  
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 20  
AUGUST 2009 AND CREATED BY PROSPECT NUMBER 62  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE  
COMPANIES NAMED THEREIN TO DANISH SHIP FINANCE  
A/S(DANMARKS SKIBSKREDIT A/S) & EKSPORT KREDIT  
FONDEN ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 8 SEPTEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 SEPTEMBER  
2009**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**