

M

CHFP025

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* insert full name
of Company

COMPANIES FORM No. 395 *RBS 076389*
Particulars of a mortgage or charge *12 x 120*

A fee of £10 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
(Address overleaf - Note 6)

For official use Company number

40 *10*

3999163

Name of company

* ASSOCIATED BULK CARRIERS PLC (the "Charterer")

Date of creation of the charge

26 May 2000

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

General Assignment dated 26 May 2000 ("the Assignment") in respect of
m.v. "BUCCLEUCH" (the "Vessel") executed by Headway Shipping Corporation
S.A. (the "Owner") and the Charterer in favour of HSBC Bank plc (the
"Bank")

Amount secured by the mortgage or charge

All present and future liabilities (actual or contingent) payable or
owing by the Obligors to the Bank under or in connection with the
Finance Documents together with in each case:

- (i) any refinancing, novation, refunding, deferral or extension of
any of those liabilities;
- (ii) any further advances which may be made by the Bank to any
Obligor under any agreement expressed to be supplemental to any of the
Finance Documents plus all interest, fees and costs in connection
therewith;
- (iii) any claim for damages or restitution in the event of rescission
of any of those liabilities or otherwise in connection with the Finance
Documents;

(Capitalised Terms are as defined on the Continuation Sheet)

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

HSBC Bank plc
Poultry
London

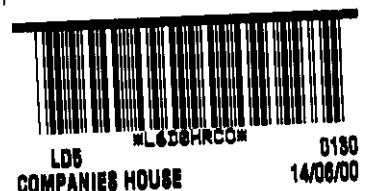
Postcode EC2P 2BX

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

Stephenson Harwood
One St Paul's Churchyard
London
EC4M 8SH

For official Use
Mortgage Section

Post room



Time critical reference
1069/2226295

All the Charterer's rights, title and ownership interest in and to the Insurances, Requisition Compensation and all monies payable in respect of a Total Loss of the Vessel.

(Capitalised Terms are as defined on the Continuation Sheet)

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Particulars as to commission allowance or discount (note 3)

NIL

Signed

Stephenson Howard

Date 14/6/2000

On behalf of ~~[company]~~ [mortgagee/chargee] †

A fee of £10 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 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

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**Particulars of a mortgage or charge
(continued)**

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

CHFP025

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Company Number

3999163

Name of Company

ASSOCIATED BULK CARRIERS PLC (the "Charterer")

Limited*

* delete if
inappropriate

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

(iv) any claim against any Obligor flowing from any recovery by any Obligor of a payment or discharge in respect of those liabilities on grounds of preferences or otherwise; and
(v) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHFP025

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Company Number

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Name of Company

ASSOCIATED BULK CARRIERS PLC (the "Charterer")

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

"Agent" means the Facility Agent and the Security Agent.

"Borrowers" means together the Owner, Longwill Shipping Corporation SA and Promaster Shipping Corporation SA.

"Charter" means the bareboat charter relating to the Vessel dated 26 May 2000 between the Charterer and the Owner and on amended Barecon 89 terms for a period of up to 12 years and one month and in the agreed form.

"Charter Guarantor" means the Peninsular and Oriental Steam Navigation Company.

"Charter Obligor" means:-

- (a) the Charterer; and
- (b) the Charter Guarantor.

"Co-ordination Agreement" means a co-ordination agreement dated 26 May 2000 in agreed form between the Borrowers, the Bank, the Swap Bank, the Charterer, the Charter Guarantor and Sunsine Transport Corporation ("Sunshine").

"Credit Agreement" means the credit facility agreement dated 3 November 1997, as amended on 26 May 2000, between (inter alios) the Borrowers and the financial institutions referred to therein as Banks and the Bank as facility agent, security agent and arranger providing for a term loan facility of US\$119,000,000.

"Direct Agreement" means the agreement dated 26 May 2000 between the Security Agent and each Charter Obligor in agreed form.

"Facility Agent" means HSBC Bank plc.

"Fee Letter" means the letter between the Facility Agent and the Borrowers setting out the amount of the various fees referred to in clause 20 (Fees) of the Credit Agreement.

"Finance Document" means:

- (a) the Credit Agreement;
- (b) the Fee Letter;
- (c) each Security Document;
- (d) a Novation Certificate;
- (e) the Memorandum; and
- (f) any other document designated as such by any Agent, the Charter Guarantor and the Borrowers in writing.

1069/2226295

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

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Company Number

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Name of Company

ASSOCIATED BULK CARRIERS PLC (the "Charterer")

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

"First Mortgage" means the first preferred registered mortgage of the Vessel in the agreed form in favour of the Bank dated 18 November 1997 as amended by an addendum dated 26 May 2000.

"First Pledge of Shares" means a first ranking pledge dated 18 November 1997 in agreed form of all the shares of the Owner created by the Pledgor (as the legal and beneficial owner of those shares) in favour of the Bank.

"Insurances" means:-

(a) all contracts and policies of insurance and all entries in clubs and/or associations which are from time to time taken out or effected in respect of the Vessel pursuant to Clause 6 (Insurances) of the Assignment; and

(b) all benefits thereunder, all claims in respect thereof and return of premiums.

"Memorandum" means the memorandum of common terms dated 18 November 1997 as amended on 26 May 2000 made between, inter alios, the Borrowers and the Bank as facility agent, security agent and arranger.

"Novation Certificate" has the meaning given to it in Clause 26.3 (Procedure for novations) of the Credit Agreement.

"Obligors" means each of:

- (a) the Borrowers (in their capacities as borrowers and guarantors)
- (b) the Pledgor
- (c) Sunshine.

"Pledgor" means Greenland Maritime Investments Inc.

"Requisition Compensation" includes all moneys or other compensation payable by reason of requisition for title to or other compulsory acquisition of the Vessel otherwise than by requisition for hire.

"Security Agent" means HSBC Bank plc.

"Security Document" means:

- (a) the First Mortgage;
- (b) the Assignment;
- (c) the Charter;
- (d) the Direct Agreement;
- (e) the First Pledge of Shares;
- (f) the Co-ordination Agreement; and
- (g) any other document designated as such in writing by the Borrower, the Charter Guarantor or any Agent.

"Subordinated Creditor" means Sunshine.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

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Company Number

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ASSOCIATED BULK CARRIERS PLC (the "Charterer")

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

"Total Loss" includes: -

(a) actual, constructive, compromised, agreed and arranged total loss of the Vessel;

(b) requisition for title or other compulsory acquisition of the Vessel otherwise than by requisition for hire; and

(c) capture, hijacking, theft, condemnation, seizure, arrest, detention or confiscation of the Vessel by any government or by persons acting or purporting to act on behalf of any government unless the Vessel is released from such capture, hijacking, theft, condemnation seizure, arrest, detention or confiscation within two months after its occurrence,

provided that for the purposes of Clause 18.13 (Total Loss) of the Credit Agreement, a Total Loss shall be deemed to have occurred:-

(i) in the case of an actual total loss, at noon on the actual date and at the time the Vessel was lost or, if such date is not known, on the day on which the Vessel was last reported;

(ii) in the case of a constructive total loss, upon the date and at the time notice of abandonment of the Vessel is given to the insurers of the Vessel for the time being or if the insurers do not admit such a claim, at the date and at the time at which a constructive total loss is subsequently adjudged by a competent court of law to have occurred;

(iii) in the case of a compromised or arranged total loss, on the date upon which a binding agreement as to such compromised or arranged total loss has been entered into by the insurers of the Vessel;

(iv) in the case of a compulsory requisition for title or compulsory acquisition, on the date upon which the relevant requisition of title or other compulsory acquisition occurs; and

(v) in the case of (c) above, two months after the date upon which the capture, hijacking, theft, condemnation, seizure, arrest, detention or confiscation occurred.

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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. 03999163

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GENERAL ASSIGNMENT DATED THE 26th MAY 2000 AND CREATED BY ASSOCIATED BULK CARRIERS PLC FOR SECURING ALL PRESENT AND FUTURE LIABILITIES DUE OR TO BECOME DUE FROM THE OBLIGORS TO HSBC BANK PLC UNDER OR IN CONNECTION WITH THE FINANCE DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th JUNE 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JUNE 2000.

Handwritten signature/initials



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E