

# MG01

## Particulars of a mortgage or charge



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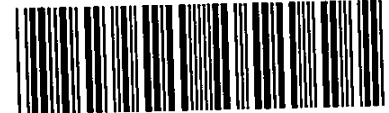
### A fee is payable with this form

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 NOT for**  
You cannot use this form to  
register particulars of a charge for  
company. To do this, please  
use form MG01s

FRIDAY



LD3 20/01/2012 #93  
COMPANIES HOUSE

### 1 Company details

Company number ✓ 0 4 0 3 9 5 2 4  
Company name in full Carnival Plc (the "Chargor")

3 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 ✓ d0 d6 m0 m1 y2 y0 y1 y2

### 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 An English law deed of general assignment (the "**Deed**") relating to m/s "Pacific Sun" made  
between (1) Triton International Investment Co, Limited as owner, (the "**Owner**") (2) the  
Chargor as bareboat charterer and (3) China Development Bank Corporation as lender (the  
"**Lender**")

### 4 Amount secured

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

Amount secured Please see Part 1 of the attached continuation sheets, to be read in  
conjunction with Part 4, which contains applicable definitions

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

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## Particulars of a mortgage or charge

### 5 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 China Development Bank Corporation

Address 29 Fuchenmenwai Avenue, Xicheng District, Beijing,

the People's Republic of China

Postcode

Name

Address

Postcode

### 6 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

Please see Part 2 of the attached continuation sheets, to be read in conjunction with Part 4, which contains applicable definitions

Please see Part 3 of the attached continuation sheets, which contains a summary of certain covenants contained in the Deed, to be read in conjunction with Part 4, which contains applicable definitions

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## Particulars of a mortgage or charge

### 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

- 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

### 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

Signature

X Mayer Brown International LLP

This form must be signed by a person with an interest in the registration of the charge

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## Particulars of a mortgage or charge



### 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

Company name

Mayer Brown International LLP

Address

Post town

County/Region

Postcode

E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone +44 20 3130 3000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

#### Part 1 - Definition of obligations secured

The "**Secured Liabilities**" defined in Clause 1.2 (*Definitions*) of the Deed to mean all liabilities which the Owner, the Security Parties or any of them have, at the date of the Deed or at any later time or times, to the Lender under or in connection with any Finance Document or any judgment relating to any Finance Document, 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

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

#### Part 2 – Particulars of property

In Clause 3 3 (*Bareboat Charterer's Assignment*) of the Deed the Chargor with full title guarantee, assigns to the Lender absolutely all rights and interests which now or at any later time it has to, in or in connection with, the Bareboat Charterer's Assigned Property

#### Part 3 – Covenants

In Clause 3 9 (*Subordination of rights of Bareboat Charterer*) the Chargor undertakes that all rights which it at any time has (whether in respect of the Deed or any other transaction) against the Owner, any other Security Party or their respective assets shall be fully subordinated to the rights of the Lender under the Finance Documents, and in particular, the Chargor shall not

- (a) claim, or in a bankruptcy of the Owner or any other Security Party prove for, any amount payable to the Chargor by the Owner or any other Security Party, whether in respect of the Deed or any other transaction,
- (b) take or enforce any Security Interest for any such amount,
- (c) claim to set-off any such amount against any amount payable by the Chargor to the Owner or any other Security Party, or
- (d) claim any subrogation or other right in respect of any Finance Document or any sum received or recovered by the Lender under a Finance Document

In Clause 3 12 (*Negative pledge*) of the Deed the Chargor undertakes that it shall not sell, nor create any Security Interest (other than the Permitted Security Interests) not exclusively securing the Secured Liabilities over nor otherwise dispose of any Assigned Property or any right relating to any Assigned Property

In Clause 11 1 (*Obligation to execute further documents etc*) of the Deed the Chargor undertakes that it shall

- (a) execute and deliver to the Lender (or as it may direct) any assignment, mortgage, power of attorney, proxy or other document, governed by the law of England and Wales or such other country as the Lender may, in any particular case, specify, and
- (b) effect any registration or notarisation, give any notice or take any other step, which the Lender may, by notice to the Chargor specify for any of the purposes described in Clause 11 2 (*Purposes of further assurances*) of the Deed or for any similar or related purpose

#### Part 4 – Definitions

**Assigned Property** means, together, the Owner's Assigned Property and the Bareboat Charterer's Assigned Property

**Bareboat Charterer** means the Chargor in its capacity as the bareboat charterer under the Deed

**Bareboat Charterer's Assigned Property** means all rights and interests of every kind which the Bareboat Charterer now or at any later time has to, in or in connection with

- (a) the Bareboat Charterer's Insurances,

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) the ship management agreement, if any, and

(c) any Requisition Compensation

**Bareboat Charterer's Insurances** has the meaning ascribed to such term in the Deed.

**Borrower** means the Owner in its capacity as borrower under the Loan Agreement.

**Charged Assets** has the meaning ascribed to such term in the Loan Agreement

**Drawdown Notice** has the meaning ascribed to such term in the Loan Agreement

**Finance Documents** means

- (a) the Loan Agreement,
- (b) the Security Documents,
- (c) the Drawdown Notice, and
- (d) any other document designated as such by the Lender and the Borrower

**HNA Group** means HNA GROUP CO, LTD, (海航集团有限公司) a company incorporated and existing under the laws of the People's Republic of China whose registered office is at 21 Haixiu Road, Haikou, Hainan Province, People's Republic of China

**Loan Agreement** means the English Law loan agreement dated 13 December 2011 made between (1) Triton International Investment Co, Limited as borrower (2) HNA Group International Headquarter (Hong Kong) Co, Limited as shareholder and (3) China Development Bank Corporation as lender

**Owner's Assigned Property** has the meaning ascribed to such term in the Deed

**Permitted Security Interests** means

- (a) Security Interests created by the Finance Documents,
- (b) liens for unpaid master's and crew's wages in accordance with usual maritime practice,
- (c) liens for salvage,
- (d) liens arising by operation of law for not more than one months' prepaid hire under any charter in relation to the Vessel not prohibited by the Loan Agreement,
- (e) liens for master's disbursements incurred in the ordinary course of trading and any other lien arising by operation of law or otherwise in the ordinary course of the operation, repair or maintenance of the Vessel, provided such liens do not secure amounts more than 30 days overdue (unless the overdue amount is being contested by the Borrower in good faith by appropriate steps) and subject, in the case of liens for repair or maintenance, to Clause 13 14 (f) of the Loan Agreement,
- (f) any Security Interest (other than a Security Interest over any of the Charged Assets) created in favour of a plaintiff or defendant in any proceedings or arbitration as security for costs and expenses where the Borrower is actively prosecuting or defending such proceedings or arbitration in good faith by appropriate steps, and
- (g) Security Interests arising by operation of law in respect of taxes which are not overdue for payment or in respect of taxes being contested in good faith by appropriate steps and in respect of which appropriate reserves have been made

**Requisition Compensation** includes all compensation or other moneys payable by reason of any expropriation, confiscation, requisition or acquisition of the Vessel, whether for full consideration,

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>a consideration less than its proper value, a nominal consideration or without any consideration, which is effected by any government or official authority or by any person or persons claim to be or to represent a government or official authority (excluding a requisition for hire for a fixed period not exceeding 1 year without any right to an extension) unless it is within 1 month redelivered to the Owner's or the Bareboat Charterer's full control</p> <p><b>Secured Liabilities</b> means all liabilities which the Owner, the Security Parties or any of them have, at the date of this Deed or at any later time or times, to the Lender under or in connection with any Finance Document or any judgment relating to any Finance Document, 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</p> <p><b>Security Documents</b> has the meaning ascribed to such term in the Loan Agreement</p> <p><b>Security Interest</b> means</p> <ul style="list-style-type: none"> <li>(a) a mortgage, charge (whether fixed or floating) or pledge, any maritime or other lien or any other security interest of any kind</li> <li>(b) the security rights of a plaintiff under an action <i>in rem</i>, and</li> <li>(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</li> </ul> <p><b>Security Party</b> means each of the Shareholder, the Borrower, Hong Kong Airlines Limited, the Bareboat Charterer, HNA Group and any other person (except the Lender) 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 "Security Documents" in the Loan Agreement</p> <p><b>Shareholder</b> has the meaning ascribed to such term in the Loan Agreement</p> <p><b>Vessel</b> means the vessel m s "Pacific Sun" documented in the name of the Owner under the laws and flag of Malta with IMO number 8314122 and includes any share or interest in that vessel and its engines, machinery, boats, tackle, outfit, spare gear, fuel, consumable or other stores, belongings and appurtenances whether on board or ashore and whether now owned or hereafter acquired</p>	





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

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

**COMPANY NO. 4039524  
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ENGLISH LAW DEED OF  
GENERAL ASSIGNMENT DATED 6 JANUARY 2012 AND  
CREATED BY CARNIVAL PLC FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE OWNER, THE SECURITY  
PARTIES OR ANY OF THEM TO CHINA DEVELOPMENT BANK  
CORPORATION ON ANY ACCOUNT WHATSOEVER 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  
20 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 JANUARY  
2012



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES