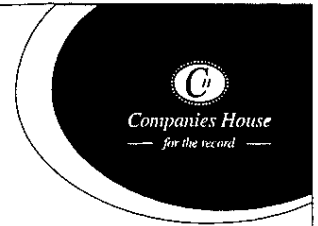


MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in full
or in part of a fixed charge for a
company registered in Scotland
do this, please use form MG02s

FRIDAY



A35 *A109YTXT*
21/12/2012 #99
COMPANIES HOUSE

1 Company details

Company number 0 3 6 4 4 5 0 2

Company name in full Meridian Marine Management Limited (the "Assignor")

1 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 Creation of charge

Date charge created 2 5 0 8 2 0 1 1

Description ① A manager's undertaking

Date of registration ② 4 4 0 9 2 0 1 1

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name DANISH SHIP FINANCE A/S (DANMARKS SKIBSKREDIT A/S)

Address Sankt Annae Plads 3, DK-1250, Copenhagen K, Denmark

(as agent, as lender, and as swap provider)

Postcode

Name EKSPORT KREDIT FONDEN

Address Lautrupsgade 11, DK-2100, Copenhagen O, Denmark

(as risk participant) (together, the "Mortgagees")

Postcode

Name

Address

Postcode

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

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

The Assignor with full title guarantee irrevocably and unconditionally assigned and agreed to assign to the Mortgagees all of its rights, title and interest in and to all the benefit of all policies and contracts of insurance (which expression includes all entries of the Vessel in a protection and indemnity or war risks association) which are from time to time during the Loan Period in place or taken out or entered into by or for the benefit of the Owner (whether in the sole name of the Owner, or in the joint names of the Owner and the Mortgagees or otherwise) in respect of the Vessel and her Earnings or otherwise howsoever in connection with the Vessel (or any part thereof) and all benefits thereof (including claims of whatsoever nature and return of premiums)

"Borrowers" means, Prospect Number 59 Limited, Prospect Number 60 Limited, Illuminous Limited and Kumberstar Limited as joint and several borrowers,

"Earnings" means all moneys whatsoever from time to time due or payable to Illuminous Limited during the Loan Period under any time charter, demise charter, voyage charter, contract of affreightment, or other contract for the use or employment of the Vessel or otherwise arising out of the use or operation of the Vessel, including (but without limiting the generality of the foregoing) all freight, hire and passage moneys, income arising under the pooling arrangements, compensation payable to Illuminous Limited in event of requisition of the Vessel 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 the Vessel and any sums recoverable under any loss of earnings insurance, and all moneys from time to time due or to become due to the Borrowers under any Swap Agreements (as defined in the Loan Agreement), including all moneys payable as a consequence of the variation or termination of any transaction under any Swap Agreements,

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

E. Kedy

X

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

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>CONTINUATION PAGE 1 OF 1</p> <p>"Guarantor" has the meaning given to such term in the Loan Agreement,</p> <p>"Loan" means as the context requires (a) the aggregate of the Tranches (as defined in the Loan Agreement) advanced or deemed to be advanced under the Loan Agreement or (b) the principal balance thereof due and owing to the Lenders (as defined in the Loan Agreement) under the Loan Agreement and the Security Documents at any relevant time,</p> <p>"Loan Agreement" means the loan agreement (together with all amendments, supplements and addenda thereto from time to time) dated 7 July 2010 made between (1) the Borrowers, as joint and several borrowers, (2) PB Vessels Holding Limited and Pacific Basin Shipping Limited, as joint and several guarantors, (3) certain banks and financial institutions as lenders (the "Lenders"), (4) Danish Ship Finance A/S (Danmarks Skibskredit A/S), as agent for the Lenders and the Swap Provider (the "Agent"), pursuant to which the Lenders agreed inter alia to advance to the Borrowers a secured term loan facility of up to DKK1,329,624,552 08 upon the terms and conditions contained therein,</p> <p>"Loan Period" means the period from the date of the Loan Agreement to the date upon which all moneys owing by any Borrower or any Guarantor to the Lenders (as defined in the Loan Agreement) under or pursuant to the Loan Agreement and/or the Security Documents are paid in full,</p> <p>"Mortgagees" means the Agent, the Lenders, Eksport Kredit Fonden (as risk participant) and the Swap Provider,</p> <p>"Owner" means Illuminous Limited,</p> <p>"Security Documents" means (a) the Additional Guarantees, (b) the Deeds of Charge, (c) the Deeds of Covenants, (d) the General Assignments, (e) the Intercreditor Agreement, (f) any Interest Fixing Agreement, (g) the Manager's Undertakings (required if the relevant manager is not a Subsidiary of the Parent Guarantor), (h) the Mortgagees, (i) the Risk Participation Guarantees, (j) any Subordination Agreement, (k) any Swap Agreement, (l) the Borrower's Guarantees, (m) the Account Pledge, (n) the Novation Agreement, (o) the Novation of Existing Swap Agreements (as each term is defined in the Loan Agreement), (p) any accession agreement executed in connection with the Intercreditor Agreement (as defined in the Loan Agreement), and (q) any such other documents as may have been or shall from time to time be executed to secure the Loan, interest thereon, the Swap Costs (as defined in the Loan Agreement) and all other moneys including indemnified sums from time to time owing (whether the same shall be due and payable or not) by any Borrower or any Guarantor (as defined in the Loan Agreement) pursuant to the Loan Agreement and/or any of the documents listed (a) to (p) above, and</p> <p>"Vessel" means m v "Strait of Magellan"</p>

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name **Edward Beeley**

Company name **Holman Fenwick Willan LLP**

Address **Friary Court**

65 Crutched Friars

Post town **London**

County/Region

Postcode **E C 3 N 2 A E**

Country **United Kingdom**

DX **DX 1069 London City**

Telephone **+44 (0) 20 7264 8000**



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record



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 or email 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