

MG01

Particulars of a mortgage or charge



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 a company. To do this, please use form MG01s

THURSDAY



A21

A7099PLX

02/12/2010

417

COMPANIES HOUSE

1

Company details

Company number

0 5 4 8 0 7 7 3

Company name in full

MEIF Shipping Limited (the "Chargor")

3

For official use

Filing 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

d2 d9 m1 m1 y2 y0 y1 y0

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

Deed of charge relating to accounts of the Chargor dated 29 November 2010 made between the Chargor and Mizuho Corporate Bank, Ltd in favour of Mizuho Corporate Bank, Ltd (in its capacity as Security Trustee for the Finance Parties (as defined in the Continuation Pages to section 6 of this Form MG01)) (the "Deed of Charge")

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Amount secured

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

Amount secured

All the Indebtedness now or in the future due, owing or incurred to each Finance Party under or in connection with each or any of the Finance Documents (the "Secured Sums")

Capitalised terms are defined in the Continuation Pages to section 6 of this Form MG01

Continuation page

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

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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 Mizuho Corporate Bank, Ltd (as Security Trustee)

Address Bracken House, 1 Friday Street, London

Postcode E C 4 M 9 J A

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

In this section 6 references to Clauses and Schedules are to Clauses of, and Schedules to, the Deed of Charge unless otherwise specified. References in this MG01 to the Deed of Charge or to any other document (including any Finance Document) include reference to the Deed of Charge, or to such other document as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this section 6.

The Continuation Pages to this section 6 refer to covenants by, and restrictions on, the Chargor which protect and further define the charges created by the Deed of Charge and which must be read as part of those charges.

The Deed of Charge creates fixed charges over and assigns the following

Particulars of property mortgaged or charged

By Clause 2 (Covenant and Charge), the Chargor

(a) with full title guarantee, as security for the payment or discharge of all Secured Sums, charges to the Security Trustee by way of fixed charge the Deposits, together with all interest from time to time accruing on such Deposits, and

Continued on Continuation Pages

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) with full title guarantee, as security for the payment or discharge of all Secured Sums, assigns to the Security Trustee its right from time to time to require the Account Bank to repay to it the Deposits and to pay interest on such Deposits to it

Restriction on repayment of the Deposits

By Clause 3 (*Restriction on Repayment of the Deposits*) subject to the provisions of Clause 15 14 of the Credit Agreement, the Chargor has agreed that during the currency of the security created pursuant to this Deed of Charge and notwithstanding any term (express or implied) pursuant to which any of the Deposits is or may be deposited with the Security Trustee or paid to the Security Trustee or held by the Security Trustee, such Deposits shall only be repayable upon written request or demand and the Chargor is not entitled to make any request or demand upon the Security Trustee for repayment of such Deposits or for payment of interest on such Deposits, unless the Security Trustee shall first have agreed to release this security insofar as it concerns such Deposits

Negative pledge

By Clause 4 (*Negative Pledge*), the Chargor may not assign or create, or permit to subsist, any fixed or floating charge or other security interest of any kind or any trust over any money or interest subject to the security created pursuant to the Deed of Charge or its right or interest therein, or agree to do so, except in favour of the Security Trustee

Definitions

In this Form MG01 the following expressions shall have the meanings respectively set out below

"**Account Bank**" means Mizuho Corporate Bank, Ltd or such other account bank as may be appointed under the Finance Documents,

"**Credit Agreement**" means a credit agreement dated 23 May 2006 and made between, amongst others, the Chargor and Mizuho Corporate Bank, Ltd (as Facility Agent, Security Trustee and in various other capacities) as amended and restated on or around the date of the Deed of Charge and as the same may be further amended, supplemented, varied and/or restated from time to time,

"**Deposits**" means all sums of money in any currency deposited or paid (and all or any part of the money payable pursuant to such deposit (s) and the debt(s) represented thereby) now or at any time hereafter to the credit of the Specified Account,

"**Finance Documents**" means the Credit Agreement and the Amendment and Restatement Deed, each Security Document, the Intercreditor Deed, the Hedging Agreements, the Ancillary Documents, each Accession Document, each Transfer Certificate and the Fees Letters (in each

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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

case as defined in the Credit Agreement) and any other document designated as a Finance Document pursuant to the terms of the Credit Agreement,

"**Finance Parties**" means the Arrangers, the Facility Agent, the Account Bank, the Security Trustee, the Lenders, each Ancillary Lender, each Issuing Bank, each Hedging Lender (in each case as defined in the Credit Agreement) and "Finance Party" means any of them,

"**Indebtedness**" means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, costs, expenses, fees and other charges,

"**Secured Sums**" means all Indebtedness covenanted and/or guaranteed to be paid or discharged by the Chargor to the Security Trustee for the Finance Parties under clause 2.1 (Covenant and Charge) of the Deed of Charge

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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

None

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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 866).

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 870). 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).

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Signature

Please sign the form here

Signature

Signature

X Hogan Lovells International LLP

X

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

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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 F3PNF/PR/A1085 00724

Company name Hogan Lovells International
LLP

Address Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country

DX 57 London Chancery Lane

Telephone +44 20 7296 2000



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 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5480773
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF CHARGE DATED 29
NOVEMBER 2010 AND CREATED BY MEIF SHIPPING LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO MIZUHO CORPORATE BANK, LTD FOR THE
FINANCE PARTIES 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 2 DECEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 DECEMBER
2010

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES