

MG01

Particulars of a mortgage or charge

✓ 50499/13



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



L11 "L00A5PWO" 16/12/2011 #6
COMPANIES HOUSE

1

Company details

Company number

5 6 4 1 0 1 9

Company name in full

Viking Moorings Group Limited (the Company)

15

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 d7 m1 m2 y2 y0 y1 y1

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

Debenture between, amongst others, the Company and DNB Bank ASA (the Debenture)

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Amount secured

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

Amount secured

Please see continuation sheet

Continuation page

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

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Amount secured

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

Amount secured

All present and future monies, obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or surety or in any other capacity whatsoever) of the Company to the Finance Parties (or any of them) (as defined in the Facilities Agreement (as defined below)) (and whether originally owing to that Finance Party or purchased or acquired by that Finance Party) under or in connection with each or any of the following

- (a) the facilities agreement dated 7 December 2011 between, amongst others, the Company and DNB Bank ASA as Agent and Security Agent and certain persons as finance parties (the **Facilities Agreement**),
- (b) the Debenture,
- (c) any other document defined as a Finance Document in the Facilities Agreement, and
- (d) any other document designated as a Finance Document by the Agent and the Parent at any time,

together the **Finance Documents**, as such Finance Documents may from time to time be amended, novated, supplemented, extended or restated however fundamentally,

together with all interest (including default interest) accruing in respect of such monies, obligations or liabilities and all costs, charges, expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document evidencing or servicing any such liabilities, except for any obligation or liability which, if it were so included, would result in the Debenture contravening any law

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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 DNB Bank ASA (the Security Agent)

Address Standen 21 - Aker Brygge

Oslo, Norway

Postcode N 0 0 0 2 1

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

- 1) The Debenture charges all present and future assets of the Company.
- 2) The Debenture creates first legal mortgage over all its right title and interest in the Mortgaged Property and all other Real Property now owned by it, and in any Rights accruing to, derived from or otherwise connected with it
- 3) The Debenture creates first fixed charges over
 - (a) all estates or interests in any Real Property now or hereafter belonging to the Company,
 - (b) all the Company's rights under any agreement relating to the purchase of any freehold, leasehold or commonhold property,
 - (c) all the Company's rights under any occupational lease, licence or other right of occupation,
 - (d) all plant, machinery, computers, office equipment or vehicles owned by the Company or warranties relating to them and the Company's interests in any plant, machinery or other items in its possession or warranties relating to them;
 - (e) all monies standing to the credit of any account maintained by the Company with any person or (to the extent of its interest) in which the Company has an interest and the debts represented by them and all its rights in such accounts provided that the Company is entitled to deal with any such account in accordance with the terms of the Facilities Agreement,

[please see continuation sheet]

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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

(f) all of the Company's book debts and other debts, the proceeds of the same and all other moneys due and owing to the Company and the benefit of all Rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,

(g) all the Company's rights under any interest rate hedging arrangements,

(h) the Company's goodwill;

(i) the Company's uncalled capital,

(j) the Shares,

(k) all the Company's right, title and interest in any Investment including all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Investment,

(l) all the Company's right, title and interest in any Intellectual Property Rights belonging to the Company or (to the extent of its interest) in which it has an interest,

(m) the benefit of all licences, consents and authorisations (statutory or otherwise) held by the Company in connection with the Company's business or the use of any Charged Asset specified in any of the above and the right to recover and receive all compensation which may be payable to the Company in respect of them; and

(n) any beneficial interest, claim or entitlement it has to any assets of any pension fund,

and any Rights accruing to, derived from or otherwise connected with them

4) The Company assigns and agrees to assign all of its right, title and interest in:

(a) the benefit of any agreement to which it is party, any letter of credit issued in the Company's favour and any bill of exchange or other negotiable instrument held by the Company,

(b) all Insurance Policies taken out by the Company or on the Company's behalf or (to the extent of its interest) in which the Company has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies,

(c) the Assigned Document, and

(d) any contract replacing any agreement, policy or document referred to above.

5) It creates a first floating charge over all of the Company's other present and future assets

6) It contains an undertaking by the Company that it will not create or permit to subsist any security on any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets or

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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

dispose of or otherwise deal with any part of the Charged Assets except as permitted by the Facilities Agreement

Assigned Document means

(a) the acquisition agreement in relation to the sale and purchase of the entire issued share capital of Viking Moorings Holdings Limited (the **Acquisition Agreement**),

(b) any contract that amends or replaces the Acquisition Agreement, and

(c) any contract entered into after the date of the Debenture which is designated as an assigned document by Venice Topco Limited and the Security Agent.

Charged Assets means the assets, rights and undertaking of the Company from time to time mortgaged, charged or assigned to the Security Agent by or pursuant to the Debenture

Insurance Policy means any policy of insurance or assurance in which the Company may at any time have an interest.

Intellectual Property means

(a) all patents, trademarks, tradenames, service marks, designs, business names, copyrights, design rights, database rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not; and

(b) the benefit of all applications for and rights to use any such assets

Investments means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Company or in which the Company has an interest together in all cases with all Related Rights

Mortgaged Property means the freehold, leasehold or commonhold property specified in the Debenture and includes all buildings and fixtures on that property and fittings and other equipment attached to, situated on or forming part of that Property, any title or interest in, and any Rights attaching or relating to, that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any monies paid or payable in respect of those covenants.

Real Property means the Mortgaged Property and any other present or future freehold, leasehold or commonhold property in which the Company has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of

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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

any covenants for title given or entered into by any predecessor in title of the Company in respect of that property and any monies paid or payable in respect of those covenants

Related Rights means, in relation to any Shares or Investments, all Rights derived from those Shares or Investments including rights to dividends, interest and other distributions paid or payable after the date of the Debenture on all or any of those Shares or Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Shares or Investments or in substitution or exchange for all or any of the Shares or Investments

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

Shares means the shares listed in the Debenture together with all Related Rights.

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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 Nil.

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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 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).

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Signature

Please sign the form here

Signature

Signature

X NORTON ROSE 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 ALHA/LN44424

Company name Norton Rose LLP as agent for DNB
Bank ASA (Collect London Counters)

Address Collect London Counter

Ref Clive Weston/ALHA

Post town

County/Region

Postcode

Country

DX

Telephone +44 (0)20 7283 6000



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. 5641019
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 7 DECEMBER
2011 AND CREATED BY VIKING MOORINGS GROUP LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO THE FINANCE PARTIES (OR ANY OF THEM)
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 16 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 DECEMBER
2011

UC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES