

229616/13

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 r
particulars of a charge for a s
company To do this, please
form MG01s

WEDNESDAY



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14/12/2011

#33

COMPANIES HOUSE

1 Company details

Company number 0 5 6 4 1 0 1 9

Company name in full Viking Moorings Group Limited (the **Chargor**)

13 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 d8 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 Security Agreement (the **Deed**) dated 8 December 2011 between, amongst
others, the Chargor and the Chargee, as defined below.

4 Amount secured

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

Amount secured

4
4
4

All present and future obligations and liabilities
(whether actual or contingent, whether owned
jointly or severally, as principal or surety or in
any capacity whatsoever) of the Chargor to the
Chargee under or in connection with each of the
Loan Note Documents and each of the New Cash
Injection Finance Documents (and whether originally
owing to the Chargee or purchased or acquired by
the Chargee), except for any obligation or
liability which, if it were so included, would
result in the Deed contravening Sections 678 or 679
of the Companies Act 2006 (the **Secured
Obligations**)

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 HSBC Investment Bank Holdings plc (the **Chargee**)

Address 8 Canada Square

London

Postcode E 1 4 5 H Q

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 the continuation sheets.

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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 Nil

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 Allen & Overy 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 **Alison Jensen**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A D**

Country

DX

Telephone **020 3088 1849**



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

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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	<p>1. CREATION OF SECURITY</p> <p>1.1 General</p> <p>All the security created under the Deed</p> <p>(a) is created in favour of the Chargee,</p> <p>(b) is created over present and future assets of the Chargor;</p> <p>(c) is security for the payment of all the Secured Obligations, and</p> <p>(d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>1.2 Mortgage</p> <p>The Chargor charges by way of legal mortgage 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.</p> <p>1.3 Fixed charges</p> <p>To the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 1 2 (Mortgage) or effectively assigned pursuant to Clause 1 5 (Assignment by way of security), the Chargor charges by way of fixed charge</p> <p>(a) all estates or interests in any Real Property now or hereafter belonging to it,</p> <p>(b) all its rights under any agreement relating to the purchase of any freehold or leasehold property;</p> <p>(c) all its rights under any occupational lease, licence or other right of occupation;</p> <p>(d) all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession;</p>	

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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	<p>(e) all monies standing to the credit of any account maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts,</p> <p>(f) all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;</p> <p>(g) all its rights under any interest rate hedging arrangements,</p> <p>(h) its goodwill;</p> <p>(i) its uncalled capital,</p> <p>(j) the Shares,</p> <p>(k) all its right, title and interest in any Investment including all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment,</p> <p>(l) all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest,</p> <p>(m) the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other subparagraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them,</p> <p>(n) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>and any Rights accruing to, derived from or otherwise connected with them</p> <p>1.4 Exceptions to fixed security</p>	

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The fixed security from time to time created by the Deed does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated.

1.5 Assignment by way of security

To the extent not validly and effectively charged by way of fixed charge pursuant to Clause 1 3 (Fixed charges), on and from the Senior Discharge Date, the Chargor assigns and agrees to assign absolutely 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 its favour and any bill of exchange or other negotiable instrument held by it; and
- (b) all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies

1.6 Floating charge

The Chargor charges by way of floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively mortgaged, charged or assigned pursuant to the foregoing provisions of this Clause

1.7 Automatic crystallisation of floating charge

The floating charge created by Clause 1 6 (Floating charge) shall (other than in respect of any Charged Assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto under Section 72 of the Insolvency Act by reason of automatic conversion) immediately upon the occurrence of the relevant event convert into a fixed charge in

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respect of

- (a) any Charged Asset which shall without the prior written consent of the Chargee become subject to a fixed charge in favour of any person other than the Chargee or as permitted pursuant to the Senior Facilities Agreement,
- (b) any Charged Asset in respect of which any person shall levy, or attempt to levy, any distress, diligence, execution, sequestration or other similar process,
- (c) all Charged Assets if an Administrator is appointed by the Chargee or the Chargee receives notice of an intention to appoint an Administrator; or
- (d) all Charged Assets on the convening of any meeting of the members of the Chargor to consider a resolution to wind up the Chargor (or not to wind up the Chargor)

1.8 Crystallisation on notice of floating charge

The Chargee may at any time

- (a) after the security created by the Deed has become enforceable in accordance with Clause 11 of the Deed (When security becomes enforceable), or
- (b) if the Chargor fails to comply or takes or threatens to take any action which in the reasonable opinion of the Chargee is likely to result in it failing to comply with its obligations under Clause 6 of the Deed (Restriction on Dealings), or
- (c) if the Chargee considers that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, or are otherwise in jeopardy, or
- (d) if the Chargee considers that steps are being taken or have been taken which are likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding up of the Chargor,

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by giving notice in writing to that effect to the Chargor convert the floating charge created by Clause 1.6 (Floating charge) into a fixed charge as regards any asset specified in such notice. The conversion shall take effect immediately upon the giving of the notice

1.9 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 1 6 (Floating charge) so that the floating charge created by Clause 1 6 (Floating charge) shall be a "qualifying floating charge" for the purposes of that paragraph

1.10 Restrictions on the creation of security

If security cannot be created in respect of any asset of the Chargor without the consent of any third party

- (a) the Chargor must notify the Chargee promptly upon becoming aware of the same,
- (b) the Deed shall not create any security in respect of that asset except to the extent permitted without the consent of any third party but will secure all amounts which the Chargor may receive in respect of that asset,
- (c) unless the Chargee otherwise agrees, the Chargor must use reasonable endeavours to obtain the consent of the third party to the creation of security over that asset pursuant to the Deed, and
- (d) on and from the date on which such consent is obtained, the security created by the Deed shall extend to and include that asset

2. RESTRICTION ON DEALINGS

Other than as expressly permitted under the Senior Facilities Agreement prior to the Senior Discharge Date, the Chargor 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

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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	<p style="text-align: center;">Assets</p> <p>In this Form MG01</p> <p>Administrator means any person appointed as an administrator pursuant to paragraph 26 of Schedule B1 to the Insolvency Act</p> <p>Charged Assets means the assets, rights and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Lender by or pursuant to the Deed</p> <p>Company means Chargor</p> <p>HSBCIB Creditor has the meaning given to such term in the Intercreditor Agreement</p> <p>HSBCIB Finance Documents has the meaning given to such term in the Intercreditor Agreement</p> <p>Insolvency Act means the Insolvency Act 1986</p> <p>Insurance Policy means any policy of insurance or assurance in which the Chargor may at any time have an interest</p> <p>Intellectual Property Rights means</p> <ul style="list-style-type: none"> (a) all patents, trademarks, service marks, designs, business names, copyrights, design 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. <p>Intercreditor Agreement means the intercreditor agreement dated 7 December 2011 made between, amongst others, the Chargee, the New Cash Injection Provider, the Chargor and DnB Bank ASA as Senior Security Agent</p> <p>Investments means all shares and stock in the capital of any company, 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 Chargor or in which the Chargor has an interest together in all cases with all Related Rights</p> <p>Investor Loan Note Security Documents has the meaning given to that term in the Intercreditor Agreement</p> <p>Loan Note Documents means</p> <ul style="list-style-type: none"> (a) the Loan Note Instrument, (b) each Loan Note, (c) the Loan Note Security Documents, and (d) any other document designated as such in writing by the Chargor

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and the Chargee.

Loan Note means the loan notes created pursuant to the Loan Note Instrument

Loan Note Instrument means the instrument executed by Venice Fundco Limited on or about the date of the Deed constituting up to £42,000,000 15% secured subordinated redeemable Loan Notes due 2019 of Venice Fundco Limited, as amended from time to time.

Loan Note Security Documents means

- (a) the Deed and the debentures of even date herewith provided by Venice Fundco Limited, Venice Topco Limited, Viking Moorings Holdings Limited and Viking Moorings Limited to the Chargee;
- (b) the bond and floating charge of even date provided by the Chargor, Venice Topco Limited, Viking Moorings Holdings Limited, Venice Fundco Limited and Viking Moorings Limited to the Chargee;
- (c) the guarantee of even date herewith provided by Venice Topco Limited, Viking Moorings Holdings Limited, Viking Moorings Group Limited and Viking Moorings Limited as guarantors to the Chargee pursuant to which each guarantees the obligations of Venice Fundco Limited to the Chargee pursuant to the Loan Note Instrument, the Loan Notes and the New Cash Injection Finance Documents; and
- (d) any other document designated as such in writing by the Chargor and the Chargee

Mortgaged Property means the freehold and leasehold property specified in Schedule 3 to the Deed (*Mortgaged Property*) against the name of the Chargor 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 any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants

New Cash Injection Finance Documents means the New Cash Injection Security Documents and the facility and other documentation to be entered into by the UK Obligors and the New Cash Injection Provider documenting the terms of any New Cash Injection (including, without limitation, any amendment documentation in respect of any HSBCIB Finance Documents existing as at the date of the Intercreditor Agreement which provide for any increase of commitments (however described) of the relevant HSBCIB Creditor under such HSBCIB Finance Documents to accommodate any New Cash Injection).

New Cash Injection Liabilities has the meaning given to that term in the Intercreditor Agreement

New Cash Injection Provider means HSBC Investment Bank Holdings plc

New Cash Injection Security Documents means

- (a) any document entered into at any time by any of the UK Obligors creating any guarantee, indemnity, Security or other assurance against

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financial loss in favour of the New Cash Injection Provider as security for any of the New Cash Injection Liabilities and permitted under the Senior Facilities Agreement, and

(b) any Security granted under any covenant for further assurance in any of the documents set out in paragraph (a) above,

such Security to be on the same terms as the Investor Loan Note Security Documents or New Money Security Documents in all material respects unless approved by the Security Agent

Real Property means the Mortgaged Property and any other present or future freehold or leasehold property in which the Chargor 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 any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants

Receiver means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Charged Assets, which term will include joint receivers and any substitute receiver, receiver and manager or administrative receiver whether appointed under the Deed or pursuant to statute

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 Deed 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

Security has the meaning given to it in the Senior Facilities Agreement

Senior Discharge Date has the meaning given to that term in the Intercreditor Agreement

Senior Facilities Agreement means the £73,000,000 senior facilities agreement to be entered into between, among others, Venice Fundco Limited and Viking Moorings Group Norge AS as original borrowers, HSBC Bank plc and DnB Bank ASA as mandated lead arrangers and original lenders, and DnB Bank ASA as agent and security agent dated on or about the date of the Deed

Senior Security Agent means The Royal Bank of Scotland plc as security trustee for the Secured Parties (as defined in the Senior Facilities Agreement)

Shares means the shares listed in Schedule 2 (Shares) of the Deed together with all Related Rights

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UK Obligors means the Chargor, Venice Topco Limited, Venice Fundco Limited, Viking Moorings Holdings Limited and Viking Moorings Limited



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. 13**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 8
DECEMBER 2011 AND CREATED BY VIKING MOORINGS
GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO HSBC INVESTMENT
BANK HOLDINGS PLC 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 14 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES