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MG01

Particulars of a mortgage or charge



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LASERFORM

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 Sec
company. To do this, please use
form MG01s

TUESDAY



LFEM6PC7

LD3

23/11/2010

28

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**)

1 2 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 d1 d5 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 Security Agreement (the **Deed**) dated 15 November 2010 between, amongst
others, the Chargor and the Lender, as defined below

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or in any other capacity
whatsoever) of the Chargor to the Lender under each
Finance Document to which the Chargor is a party,
except for any obligation which, if it were so
included, would result in the Deed contravening
Section 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 **Lender**)

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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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	1	CREATION OF SECURITY	
	1 1	General	
		All the security created under the Deed	
	1 1 1	is created in favour of the Lender,	
	1 1 2	is created over present and future assets of the Chargor,	
	1 1 3	is security for the payment of all the Secured Obligations, and	
	1 1 4	is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994	
	1 2	Mortgage	
		The Chargor charges by way of legal mortgage all its right title and interest in the Mortgaged Property	
	1 3	Fixed charges	
	To the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 3 2 of the Deed (<i>Mortgage</i>) or effectively assigned pursuant to Clause 3 5 of the Deed (<i>Assignment by way of Security</i>), the Chargor charges by way of fixed charge		
	1 3 1	all estates or interests in any Real Property now or hereafter belonging to it,	
	1 3 2	all its rights under any agreement relating to the purchase of any freehold or leasehold property,	
	1 3 3	all its rights under any occupational lease, licence or other right of occupation,	
	1.3 4	all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession,	
	1 3 5	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,	
	1 3 6	all of its book debts and other debts, the proceeds of	

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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>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>1 3 7 all its rights under any interest rate hedging arrangements,</p> <p>1 3 8 its goodwill,</p> <p>1 3 9 its uncalled capital,</p> <p>1 3 10 the Shares owned by it,</p> <p>1 3 11 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>1 3.12 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>1 3.13 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 sub-paragraph in this Clause and the right to recover and receive all compensation which may be payable to it in respect of them, and</p> <p>1 3 14 any beneficial interest, claim or entitlement it has to any assets of any pension fund</p> <p>1 4 Exceptions to fixed security</p> <p>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</p> <p>1 5 Assignment by way of security</p> <p>To the extent not validly and effectively charged by way of fixed charge pursuant to Clause 3.3 of the Deed (<i>Fixed charges</i>), the Chargor assigns and agrees to assign absolutely all of its right, title and interest in</p>	

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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

1 5 1 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

1 5 2 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 or, in relation to assets situated in Scotland, whether or not the same are 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 3 6 of the Deed (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 respect of -

1.7 1 any Charged Asset which shall without the prior written consent of the Lender become subject to a fixed charge in favour of any person other than the Lender or as permitted pursuant to the Facilities Agreement,

1 7 2 any Charged Asset in respect of which any person shall levy, or attempt to levy, any distress, diligence, execution, sequestration or other similar process,

1 7 3 all Charged Assets if an Administrator is appointed by the Lender or the Lender receives notice of an intention to appoint an Administrator, or

1 7 4 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)

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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>1 8 Crystallisation on notice of floating charge</p> <p>The Lender may at any time</p> <p>1 8 1 after the security created by the Deed has become enforceable in accordance with Clause 11 of the Deed(<i>When security becomes enforceable</i>), or</p> <p>1 8 2 if the Chargor fails to comply or takes or threatens to take any action which in the reasonable opinion of the Lender is likely to result in it failing to comply with its obligations under Clause 6 of the Deed (<i>Restriction on dealings</i>), or</p> <p>1 8 3 if the Lender 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</p> <p>1 8 4 if the Lender 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,</p> <p>by giving notice in writing to that effect to the Chargor convert the floating charge created by Clause 3 6 of the Deed(<i>Floating charge</i>) into a fixed charge as regards any asset specified in such notice. The conversion shall take effect immediately upon the giving of the notice</p> <p>1 9 Qualifying floating charge</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3 6 of the Deed(<i>Floating charge</i>) so that the floating charge created by Clause 3 6 of the Deed (<i>Floating charge</i>) shall be a "qualifying floating charge" for the purposes of that paragraph</p> <p>1 10 Restrictions on the creation of security</p> <p>If security cannot be created in respect of any asset of the Chargor without the consent of any third party</p> <p>1 10 1 the Chargor must notify the Lender promptly upon becoming aware of the same,</p> <p>1 10 2 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,</p> <p>1.10 3 unless the Lender otherwise agrees, the Chargor must</p>	

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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>use reasonable endeavours to obtain the consent of the third party to the creation of security over that asset pursuant to the Deed, and</p> <p>1 10 4 on and from the date on which such consent is obtained, the security created by the Deed shall extend to and include that asset</p> <p>2 RESTRICTION ON DEALINGS</p> <p>Other than any Permitted Security (as defined in the Facilities Agreement), no Chargor will 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</p> <p>3. SHARES AND INVESTMENTS</p> <p>3 1 Rights prior to default</p> <p>Prior to the security created by the Deed becoming enforceable in accordance with Clause 11 of the Deed (<i>When security becomes enforceable</i>) the Chargor shall be entitled to exercise all voting rights in relation to the Shares and Investments provided that the Chargor shall not exercise such voting rights in any manner which would alter the rights attached to the Shares or Investments or which, in the opinion of the Lender would prejudice the value of, or the ability of the Lender to realise, the security created by the Deed</p> <p>3 2 Rights during default</p> <p>After the security created by the Deed has become enforceable in accordance with Clause 11 of the Deed (<i>When security becomes enforceable</i>), the Lender may, at its discretion (without any further consent or authority from the Chargor)</p> <p>3 2 1 register all or any of the Shares and Investments in the name of the Lender or its nominee and the Chargor shall, as and when required by the Lender, procure such registration,</p> <p>3 2 2 exercise (or refrain from exercising) any voting rights in respect of the Shares and Investments, and</p> <p>3 2 3 exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares and the Investments,</p> <p>in such manner and on such terms as the Lender may think fit</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars		Please give the short particulars of the property mortgaged or charged
3 3		Dividends prior to default
Prior to the security created by the Deed becoming enforceable in accordance with Clause 11 of the Deed (<i>When security becomes enforceable</i>) the Chargor shall be entitled to receive all dividends, interest and other monies arising from the Shares and Investments		
3 4		Dividends during default
After the security created by the Deed has become enforceable in accordance with Clause 11 of the Deed (<i>When security becomes enforceable</i>)		
3 4 1		the Lender shall be entitled to receive all dividends, interest and other monies arising from the Shares and Investments and to apply the same in payment of the Secured Obligations, and
3 4 2		the Chargor shall take all necessary steps to ensure that all dividends, interest and other monies arising from the Shares and Investments are paid directly to the Lender and if the Chargor receives any dividends, interest and other monies arising from the Shares and Investments it shall promptly pay the same to the Lender and pending such payment shall hold the same on trust for the Lender
3 5		Payment of calls
The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Shares and Investments		
3 6		Performance by Lender
If the Chargor fails to perform any of the obligations relating to the Shares or Investments (including the payment of any call or other payment due in respect of any of the Shares or Investments), the Lender may, at its sole discretion, do so on its behalf and any cost or expenses incurred by the Lender in so doing shall be repaid by the Chargor to the Lender on demand together with accrued interest thereon at the rate of 2% over HSBC Bank plc's base rate from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement)		
3 7		No liability for Lender
Notwithstanding the provisions of Clause 7 6 of the Deed		

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

(Performance by Lender) the Lender shall not be obliged to perform any of the obligations of the Chargor in relation to the Shares or Investments nor shall it have any liability in respect of the Shares or Investments as a result of the grant of the Deed, the transfer of the Shares or Investments to it or its nominee or as a result of the performance or non-performance of any such obligation

In this Form MG01

Ancillary Lender has the meaning given to it in the Facilities Agreement

Ancillary Facility means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 of the Facilities Agreement (Ancillary Facilities)

Administrator means any person appointed as an administrator pursuant to paragraph 26 of Schedule B1 to the Insolvency Act

Borrower has the meaning given to it in the Facilities Agreement

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

Closing Date has the meaning given to it in the Facilities Agreement

Facilities Agreement means the facilities agreement dated 24 July 2009 between, *inter alia*, the Parent, the Borrowers, the Original Obligors (as defined therein), Clydesdale Bank PLC, HSBC Bank plc, Lloyds TSB Scotland plc and The Royal Bank of Scotland plc as Mandated Lead Arrangers and Issuing Banks, and The Royal Bank of Scotland plc as Agent and Security Agent (all as defined therein) (as amended and restated from time to time)

Finance Document means the New Money Loan Agreement, the New Money Security Documents, the counter indemnity dated 26 July 2010 granted by the Parent in favour of the Lender and any other document designated as such by Venice Fundco Limited and the Lender

Group means the Parent, the Target and each of their respective Subsidiaries for the time being.

Guarantor has the meaning given to it in the Facilities Agreement

Insolvency Act means the Insolvency Act 1986

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<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> <p>(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</p> <p>(b) the benefit of all applications for and rights to use any such assets</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>Junior Security has the meaning given to it in the Facilities Agreement</p> <p>Mortgaged Property means the freehold and leasehold property specified in Schedule 3 to the Deed (<i>Mortgaged Property</i>) 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</p> <p>New Money Loan means the £3,500,000 term loan facility made available by the Lender to Venice Fundco Limited</p> <p>New Money Loan Agreement means the agreement dated 15 November 2010 between Venice Fundco Limited as borrower and the Lender as lender, pursuant to which the New Money Loan is made available</p> <p>New Money Security Documents means</p> <p>(a) the Deed, and</p> <p>(b) the bond and floating charge dated 15 November 2010 granted by Viking Moorings Limited in favour of the Lender</p> <p>Norwegian Obligor has the meaning given to it in the Facilities Agreement</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

Obligor means a Borrower or a Guarantor

Parent means Venice Topco Limited, a company incorporated under the laws of England and Wales with registered number 06923445

Permitted Disposal has the meaning given to it in the Facilities Agreement

Permitted Financial Indebtedness has the meaning given to it in the Facilities Agreement

Permitted Loan has the meaning given to it in the Facilities Agreement

Permitted Security (as defined in the Facility Agreement) means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,
- (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted off or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over assets of Obligors in support of liabilities of members of the Group which are not Obligors except, in the case of (i) or (ii) above, to the extent such netting, set-off or Security relates to, or is granted in support of, a loan permitted pursuant to paragraph (f) of the definition of "Permitted Loan",
- (c) any Security arising under the retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,
- (d) any Security or Quasi-Security (existing as at the date of the Facility Agreement) over assets of any member of the Target Group so long as the Security or Quasi-Security is irrevocably removed or discharged by no later than the Closing Date,
- (e) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,
- (f) any Security or Quasi-Security arising as a consequence of any

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

finance or capital lease permitted pursuant to paragraph (f) of the definition of "Permitted Financial Indebtedness" in the Facilities Agreement,

(g) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (f) above) does not exceed £2,000,000 (or its equivalent in other currencies),

(h) the Junior Security,

(i) the Security created by the New Money Security Documents, and

(j) the Security created by the Series D Loan Note Security Documents

Quasi-Security has the meaning given to it in the Facilities Agreement

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

Security has the meaning given to it in the Facilities Agreement

Series D Loan Note Security Documents has the meaning given to it in the Facilities Agreement

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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

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

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 or a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 or, in respect of the Norwegian Obligors, within the meaning of the Norwegian Limited Liabilities Companies Act of 13 June 1997 No 44 or the Norwegian Public Limited Liability Companies Act of 13 June 1997 No 45

Target means Viking Moorings Holdings Limited, a company incorporated under the laws of England and Wales with registered number 05643451

Target Group means the Target and its Subsidiaries

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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 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)

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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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 **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



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. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 15
NOVEMBER 2010 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 23 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 NOVEMBER
2010

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES