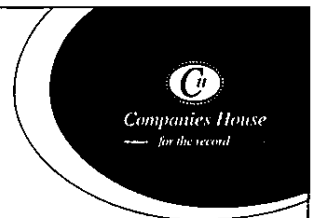


036469 - 26

In accordance with
Section 860 of the
Companies Act 2006

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 on a
company. To do this, please use
form MG01s

THURSDAY



A41 16/02/2012 #202
COMPANIES HOUSE

1 Company details		2 For official use	
Company number	0 1 6 3 2 3 2 2	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *	
Company name in full	Stena Holland House Limited (the "Borrower")		
2 Date of creation of charge			
Date of creation	d 0 3 m 0 2 y 2 0 y 1 2		
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	Legal Mortgage over Renown House 33 and 34 Bury Street, London EC3 (the "Mortgage")		
4 Amount secured			
Please give us details of the amount secured by the mortgage or charge		Continuation page Please use a continuation page if you need to enter more details.	
Amount secured	The payment and discharge of the Secured Liabilities Please see continuation sheet attached for definitions		

MG01

Particulars of a mortgage or charge

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

Name

SWEDBANK AB (publ)

Address

Södra Hamngatan 27,

SE-404 80 Gothenburg, Sweden

Postcode

Name

Address

Postcode

Continuation page

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

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

Pursuant to clause 3 1 of the Mortgage the Borrower with full title guarantee charges to the Lender

(a) by way of first legal mortgage, the Property, and

(b) by way of first fixed charge

(i) all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy and the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement to the extent not effectively assigned under Clause 3 2 of the Mortgage, and

(ii) to the extent permitted by the relevant authorisation, all authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Property or the use of any Charged Property, and all rights in connection with them

Pursuant to clause 3 2 of the Mortgage, the Borrower also, with full title guarantee, assigns by way of security to the Lender, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities

(a) all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy, and

(b) the Rent and the benefit of any guarantee or security in respect of the Rent, and

(c) the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement,

provided that nothing in clause 3 2 of the Mortgage shall constitute the Lender as mortgagee in possession

Please see continuation sheet attached for further particulars and definitions

MG01

Particulars of a mortgage or charge

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

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 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

S Gold

Holman Fenwick Willan LLP

X

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

MG01

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 **Spencer Gold**

Company name **Holman Fenwick Willan LLP**

Address **Friary Court**

65 Crutched Friars

Post town **London**

County/Region **London**

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

Country **United Kingdom**

DX **DX 1069 London City**

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



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Facility Agreement" means the term loan facility agreement dated 3 February 2012 between the Borrower and the Lender for the provision of the loan facilities,</p> <p>"Lender" means Swedbank AB (publ) incorporated and registered in Sweden whose registered office is at Södra Hamngatan 27, SE-404 80 Gothenburg, Sweden, and</p> <p>"Secured Liabilities" means all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent, as principal or surety and/or in any other capacity, under or in connection with the Facility Agreement or the Mortgage (including, without limitation, those arising under Clause 20 3(b) of the Mortgage) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities</p>	

MG01 - continuation page

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>Negative Pledge</p> <p>The Borrower further covenants that save as permitted under the Facility Agreement it shall not at any time, except with the prior written consent of the Lender</p> <p>(a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by the Mortgage,</p> <p>(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, or</p> <p>(c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party</p> <p>"Assigned Agreements" means all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them),</p> <p>"Charged Property" means all the assets, property and undertaking for the time being subject to any Encumbrance created by the Mortgage (and references to the Charged Property shall include references to any part of it),</p> <p>"Encumbrance" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Insurance Policy" means each contract or policy of insurance effected or maintained from time to time in respect of the Property,</p> <p>"Property" means the freehold or leasehold property (whether registered or unregistered) owned by the Borrower being all that freehold land and buildings known as Renown House, 33 and 34 Bury Street, London EC3 and registered at the Land Registry with title number 144912, and</p> <p>"Rent" means all amounts payable to or for the benefit of the Borrower by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Borrower in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1632322
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 3
FEBRUARY 2012 AND CREATED BY STENA HOLLAND HOUSE
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO SWEDBANK AB (PUBL) 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 FEBRUARY 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 FEBRUARY
2012**

RP



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**