

037548/13

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 for  
company To do this, please use  
form MG01s

WEDNESDAY



\*L104MC5V\*

L08

19/12/2012

#83

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>		64 <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0	1 5 9 3 5 5 8	<b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Stena Line Ports Limited (the "Chargor")		
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	3	0 1 1 2 0 1 2	
<b>3</b>	<b>Description</b>		
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	A first priority legal charge (the "Charge") executed by the Chargor in favour of SVENSKA HANDELSBANKEN AB (PUBL) as security agent for the Finance Parties (the "Security Agent")		
<b>4</b>	<b>Amount secured</b>		
	Please give us details of the amount secured by the mortgage or charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Amount secured	The payment of the Guaranteed Indebtedness in accordance with the provisions of the Facility Agreement and the other Security Documents and the performance and observance by the Borrowers and each other Security Party of all of the obligations contained in the Facility Agreement and each other of the Security Documents  For the definitions of the capitalised terms use above, please refer to the defined terms in the continuation pages for this section		

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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>Continuation Page 1 of 3</p> <p>In the Charge and this Form MG01 the following expressions have the following meanings</p> <p>"Additional Borrower" means a company which becomes an additional borrower in accordance with clause 32.2 of the Facility Agreement,</p> <p>"Agents" means any of the Facility Agent, the Documentation Agent and the Security Agent,</p> <p>"Arrangers" means the Mandated Lead Arrangers, the Lead Arrangers and the Co-Arrangers,</p> <p>"Borrowers" means the Original Borrowers and each Additional Borrower (but does not include any such company that has been released from its obligations under the Facility Agreement pursuant to clause 32.3 of the Facility Agreement),</p> <p>"Co-Arrangers" means BNP Paribas and Nykredit Bank A/S and includes their respective successors in title and assignees,</p> <p>"Coordinating Bookrunners" means Merchant Banking, Skandinaviska Enskilda Banken AB (publ), Handelsbanken Capital Markets, Svenska Handelsbanken AB (publ), and J P Morgan Limited and includes their respective successors in title and assignees,</p> <p>"Documentation Agent" means Merchant Banking, Skandinaviska Enskilda Banken AB (publ),</p> <p>"Facility Agent" means Svenska Handelsbanken AB (publ) or such other person as may be appointed facility agent for the Finance Parties pursuant to clause 33.1 of the Facility Agreement,</p> <p>"Facility Agreement" means a loan and guarantee facility agreement dated 13 September 2012 made between (1) the Original Borrowers, (2) the Coordinating Bookrunners, (3) the RCF Lenders, (4) the Standby Lender, (5) the Arrangers, (6) the Issuing Banks, (7) the Documentation Agent, (8) the Facility Agent, (9) the Security Agent and (10) Stena AB as guarantor, pursuant to which the RCF Lenders and the Standby Lender have agreed, on the terms and conditions therein set out, to make available to the Borrowers certain loan and guarantee facilities in the aggregate amount of \$1,000,000,000,</p> <p>"Finance Parties" means the banks and financial institutions in whose favour the Trust Property is held by the Security Agent, namely the RCF Lenders, the Standby Lender, the Arrangers, the Issuing Banks, the Coordinating Bookrunners and the Agents (each individually a "Finance Party" and collectively the "Finance Parties"),</p> <p>"Guarantee" means a deed of guarantee and indemnity dated 30 November 2012 made between (1) the Chargor and (2) the Security Agent by which the Chargor has agreed to guarantee to the Security Agent for the benefit of itself and the other Finance Parties, the performance by the Borrowers of all their obligations under the Facility Agreement including, without limitation, the payment of all moneys which may be or become due (by acceleration, demand or otherwise howsoever) and payable to all or any of the Finance Parties thereunder,</p>	

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## 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>Continuation Page 2 of 3</p> <p>"Guaranteed Indebtedness" means all sums of any kind arising at any time for any reason payable actually or contingently by the Chargor to the Finance Parties or any of them under the Guarantee (whether by way of repayment of principal, payment of interest or default interest, payment upon any indemnity or counter-indemnity reimbursements for costs or otherwise howsoever),</p> <p>"Issuing Banks" means Nordea Bank AB (publ) and Nordea Bank Finland plc and includes their respective successors in title and assignees,</p> <p>"Lead Arrangers" means KfW IPEX-Bank GmbH and The Royal Bank of Scotland plc and includes their respective successors in title and assignees,</p> <p>"Mandated Lead Arrangers" means</p> <ul style="list-style-type: none"> <li>(a) Merchant Banking, Skandinaviska Enskilda Banken AB (publ),</li> <li>(b) Handelsbanken Capital Markets, Svenska Handelsbanken AB (publ),</li> <li>(c) J P Morgan Limited,</li> <li>(d) Danske Bank A/S, Denmark, Sweden Branch,</li> <li>(e) Nordea Bank AB (publ),</li> <li>(f) Swedbank AB (publ),</li> <li>(g) Citibank, N A , London Branch,</li> <li>(h) HSBC Bank plc, and</li> <li>(i) DNB Bank ASA,</li> </ul> <p>and includes their respective successors in title and assignees,</p> <p>"Original Borrowers" means SHBV, SSAG and Stena Finans,</p> <p>"RCF Lenders" means the banks and financial institutions whose names and addresses are set out in schedule 1 to the Facility Agreement,</p> <p>"Security Agency Provisions" means the provisions of clause 33 of the Facility Agreement whereby the Security Agent has agreed to hold the benefit of the Security Documents (including the Charge) on trust for the Finance Parties as security for the obligations of the Borrowers under the Facility Agreement,</p> <p>"Security Agent" means Svenska Handelsbanken AB (publ) a company incorporated under the laws of Sweden acting through its office at SE-405 40 Goteborg, in its capacity as security agent for and on behalf of the Finance Parties under and in accordance with the Security Agency Provisions,</p> <p>"Security Documents" means the Charge and any other documents as may have been or shall from time to time after the date of execution of the Facility Agreement be executed to guarantee and/or secure all or any part of any moneys from time to time owing by the Borrowers or any of them pursuant to the Facility Agreement (whether or not any such document also secures moneys from time to time owing pursuant to any other document or agreement),</p> <p>"Security Party" means any person who may at any time be a party to any of the Security Documents (other than the Finance Parties ),</p>	

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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>Continuation Page 3 of 3</p> <p>"SHBV" means Stena Holland B V , a private company with limited liability incorporated and existing under Dutch law having its official seat in Amsterdam, the Netherlands and registered with the trade register of the chamber of commerce under number 33196169 acting through its registered office at Burgemeester Haspelslaan 61, 1181 NB Amstelveen, the Netherlands,</p> <p>"SSAG" means Stena (Switzerland) AG, a company incorporated under the laws of Switzerland with registration number CH-170 3 014 441-6 and having its registered office at Bahnhofplatz, CH-6300 Zug, Switzerland,</p> <p>"Standby Lender" means Svenska Handelsbanken AB (publ) and includes its successors in title and assignees,</p> <p>"Stena AB" means Stena AB (publ ), a company incorporated under the laws of the Kingdom of Sweden with registration number 556001-0802 in the Swedish Companies Register and having its registered office at Masthuggskajen, SE-405 19, Gothenburg, Sweden,</p> <p>"Stena Finans" means AB Stena Finans, a company incorporated under the laws of the Kingdom of Sweden with registration number 556244-5766 in the Swedish Companies Register and having its registered office at Masthuggskajen, SE-405 19, Gothenburg, Sweden,</p> <p>"Trust Property" shall have the meaning ascribed thereto in clause 33 5 of the Facility Agreement</p>	

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Particulars of a mortgage or charge

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**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	SVENSKA HANDELSBANKEN AB (PUBL)
Address	SE-405, 40 Goteborg, Sweden
	as security agent for the Finance Parties (the "Security Agent")
Postcode	
Name	
Address	
Postcode	

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**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	<p>Pursuant to clause 2 1 of the Charge, the Chargor, with full title guarantee</p> <p>(1) (clause 2 1(a)) charged to the Security Agent by way of first legal mortgage all and singular the Property subject only to and with the benefit of any lease, tenancy, licence, right, covenant, or condition affecting the same at the date of the Charge (if any) (but in the case of such parts of the Property as are registered at the Land Registry only to the extent that such are registered or protected on the register or are the subject of an application in the course of registration or are overriding interests) but, otherwise free from encumbrances together with all buildings and fixtures (including trade fixtures) fixed plant and machinery owned by the Chargor from time to time thereon or any part thereof, and</p> <p>(2) (clause 2 1(b)(i)) assigned to the Security Agent the benefit to the Chargor of all rights and claims to which the Chargor is at the date of the Charge or may thereafter become entitled in relation to the Property including in particular (but without prejudice to the generality of the foregoing) all rights and claims of the Chargor against all persons who at the date of the Charge are or who at any time have been or may become lessees of the whole or any part or parts of the Property and all guarantors and sureties for the obligations of such persons and against all persons who are under any obligation to the Chargor in respect of any works of design construction repair or replacement to or on or about the Property or any of the fixtures fittings and equipment on in or about the Property so far as the same are at the date of the Charge or become capable of assignment without the consent of a third party or such consent shall be obtained</p> <p>For the definitions of the capitalised terms use above, please refer to the defined terms in the continuation pages for this section</p>
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### Particulars of a mortgage or charge

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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

Continuation Page 1 of 1

In the Charge and this Form MG01 the following expressions have the following meanings

"Property" means the freehold and leasehold property or properties described in the schedule to the Charge (and described therein as all that freehold and leasehold land foreshore and seabed at Holyhead, Ynys Mon - Isle of Anglesey as are registered at the Land Registry under title numbers CYM 127307, WA 481116, WA 615748, WA 538152 together with all the Chargor's right title and interest to the land forming the seabed of Holyhead Harbour) and the proceeds of sale thereof and any part thereof and each and every interest therein which the Chargor has power at law or in equity to charge and all capital moneys and investments representing the same which at any time shall or ought pursuant to any provision of the Charge to be assured to or mortgaged or charged in favour of or held by the Security Agent by way of specific security for the payment of the sums secured by the Charge, and

"Land Registry" means Her Majesty's Land Registry

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## Particulars of a mortgage or 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

N/A

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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

*E. Bealey*

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 Edward Beeley

Company name Holman Fenwick Willan LLP

Address Friary Court

65 Crutched Friars

Post town London

Country/Region

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 1593558  
CHARGE NO. 64**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIRST PRIORITY LEGAL CHARGE  
DATED 30 NOVEMBER 2012 AND CREATED BY STENA LINE  
PORTS LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE BORROWERS AND EACH OTHER  
SECURITY PARTY 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 19 DECEMBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER  
2012

*DX*



**Companies House**



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