



Registration of a Charge

Company Name: **P&O FERRIES LIMITED**

Company Number: **00237626**



Received for filing in Electronic Format on the: **17/01/2023**

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Details of Charge

Date of creation: **16/01/2023**

Charge code: **0023 7626 0110**

Persons entitled: **MERCHANT NAVY RATINGS PENSION FUND TRUSTEES LIMITED**

Brief description: **(1) LAND AND BUILDINGS ON THE NORTH WEST SIDE OF A JUNCTION BETWEEN ARCHCLIFFE ROAD AND CHANNEL VIEW ROAD, DOVER WITH THE TITLE NUMBER K492850; AND (2) LAND AND BUILDINGS ON THE NORTH EAST SIDE OF CHANNEL VIEW ROAD, DOVER WITH THE TITLE NUMBER K309408.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TAYLOR WESSING LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 237626

Charge code: 0023 7626 0110

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2023 and created by P&O FERRIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2023 .

Given at Companies House, Cardiff on 18th January 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Execution Version

DATED

16 January

2023

P&O FERRIES LIMITED
as Chargor

and

MERCHANT NAVY RATINGS PENSION FUND TRUSTEES LIMITED
as Trustee

LEGAL CHARGE

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THIS LEGAL CHARGE is made on 16 January 2023

BETWEEN

- (1) **P&O Ferries Limited**, a private limited company incorporated in England and Wales with registration no 00237626 whose registered office is at Channel House, Channel View Road, Dover, CT17 9TJ as **Chargor**; and
- (2) **Merchant Navy Ratings Pension Fund Trustees Limited**, a private limited company incorporated in England and Wales with registration no 00862615 whose registered office is at C/O Pi Consulting (UK) Ltd 2nd Floor, Tuition House, 27 - 37 St. George's Road, Wimbledon, London, England, SW19 4EU as **Trustee**.

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions

In this deed:

"Agreement" means the "Option 4" Individual Payment Plan made between each of the Obligors and the Trustee and dated 21 January 2020 (as amended and/or amended and restated on 30 December 2022 and from time to time);

"Assigned Agreement" means any present or future deed, agreement or other document relating to the acquisition, construction, design, development, refurbishment, repair, leasing, letting, marketing, management, operation, servicing or use of the whole or any part of the Property;

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under this deed;

"De Minimis Lease" means an occupational lease granted on arm's length terms to a Third Party entered into on market terms, in the interests of good estate management, at an open market rent for a term not exceeding 3 years which is properly contracted out of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Trustee pursuant to clause 11.6 (Delegation);

"Demand Date" means the earlier of:

- (a) 31 March 2023; and
- (b) the time at which P&O Ferries Limited suffers an insolvency event (as defined in section 121 of the Pensions Act 2004) or enters into a solvent winding up in any jurisdiction;

"Event of Default" means any event or circumstance specified as such in clause 9 (Events of Default);

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226;

"Group Company" shall have the meaning given to that term in the Agreement;

"Insolvency Act" means the Insolvency Act 1986;

"Insurances" means any contract of insurance effected by or for the benefit of the Chargor in connection with the Property or any part thereof;

"Lease" includes any underlease, tenancy, letting, contractual licence, right to occupy, any document supplemental or collateral to any of them including any guarantee and any agreement to enter into any of them, in each case in relation to the Property or any part thereof and the expression tenant will be construed accordingly;

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liabilities for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences applicable to creditors generally under the laws of any relevant jurisdiction;

"LPA" means the Law of Property Act 1925;

"LRA 2002" means the Land Registration Act 2002;

"Material Adverse Effect" means a material adverse effect on:

- (a) the business, operations, property, condition (financial or otherwise) or prospects of an Obligor;
- (b) the ability of an Obligor to duly perform its obligations under the Agreement; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any of, the Agreement or this deed or the rights or remedies of the Trustee under the Agreement or this deed;

"November 2022 Payment" means an amount equal to £2,500,000 payable on the terms set out in clause 4 of the Agreement;

"Obligor" means any of the entities listed in Schedule 2 (*Obligors*);

"Property" means the property described in schedule 1;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"Related Rights" means, in relation to an agreement, any guarantee or security for the performance of any such agreement, any money now or at any time in the future due or owing to the Chargor under or in connection with any such agreement, all claims for damages or other remedies in respect of any present or future breach of such agreement and all rights and remedies for enforcing such agreement;

"Relevant Jurisdictions" means, in relation to the Chargor:

- (a) its jurisdiction of incorporation;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of any Security Documents entered into by it;

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the leasing, letting, licence or grant of other rights of use or occupation of any part of the Property;

"Scheme" means the Merchant Navy Ratings Pension Fund;

"Secured Liabilities" means the November 2022 Payment;

"Secured Party" means the Trustee, a Receiver or any Delegate;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Documents" means this deed;

"Security Period" means the period beginning on the date of this deed and ending at the time (i) all Secured Liabilities have been unconditionally and irrevocably paid in full or (ii) the Security is to be released pursuant to clause 20 (*Substitution*);

"Substation Lease" means the lease dated 16 December 1968 between Racole Trading and Manufacturing Company Limited and The South Eastern Electricity Board with title number K905781;

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

"Third Party" means any person or entity other than a Group Company or otherwise related to the Chargor;

"Transaction Security" means the Security created or evidenced or expressed to be created or evidenced under the Security Documents; and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 *Construction*

Unless a contrary indication appears, any reference in this deed to:

- (a) the "**Trustee**" or "**Chargor**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (b) "**assets**" includes present and future properties, revenues and rights of every description;
- (c) "**disposal**" includes a sale, transfer, assignment, grant or creation of any interest derived out of all or any part of any asset, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;
- (d) the "**Agreement**", any other agreement or instrument is a reference to that Agreement or other agreement or instrument as amended, novated, supplemented, extended or restated from time to time;
- (e) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (f) a "**Party**" or any other person includes its successors in title, permitted assigns and permitted transferees and this deed shall be binding on and enforceable by any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme (and this subparagraph (f) shall be in addition to, and not affect, the provisions of the Trustee Act 1925 dealing with transfers of assets and liabilities from one trustee to another);
- (g) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality); and
- (h) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 *Interpretation*

Unless a contrary indication appears, in this deed:

- (a) "**obligations**" means obligations and liabilities;
- (b) references to obligations and liabilities include the whole or any part of them, present and future, actual and contingent;
- (c) any reference to "**powers**" includes rights, powers, discretions and authorities;
- (d) any reference to any asset includes any proceeds of sale of any such asset;
- (e) any reference to a provision of law is a reference to that provision as amended or re-enacted from time to time;

- (f) any reference to clauses, paragraphs and schedules are to the clauses, paragraphs of and schedules to this deed;
- (g) any reference to **"this clause"** is to the clause with a bold heading in which such expression appears and includes each sub-clause in that clause;
- (h) any reference to a time is to London time;
- (i) the words **"including"** and **"in particular"** are used by way of illustration or emphasis only and do not limit the generality of any words preceding them;
- (j) the words **"other"** and **"otherwise"** are not limited by any words preceding them;
- (k) an Event of Default is **"continuing"** if it has not been waived in writing by the Trustee;
- (l) capitalised terms used but not defined in this deed shall have the meanings given to them in the Agreement; and
- (m) clause and schedule headings are for ease of reference only.

1.4 *Construction of charging clause*

Each of the security interests created by clause 3 (Fixed Security) shall be construed as separate and distinct interests over the relevant assets so that the recharacterisation for any reason of any security interest over any one asset shall not affect the nature of the security interest created over any other asset.

1.5 *Incorporation*

This deed incorporates the terms of the Agreement and any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.6 *Binding nature*

The rights and obligations under this deed shall be binding upon and enure for the benefit of any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme.

2. **Covenant to Pay**

The Chargor, as principal debtor and not just as surety, covenants with the Trustee to pay and/or discharge the Secured Liabilities when due for payment and discharge.

3. **Fixed Security**

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charges to the Trustee by way of legal mortgage the Property;
- (b) assigns to the Trustee by way of fixed security its rights and interest in all present or future Rental Income;

- (c) assigns to the Trustee by way of fixed security its rights and interest in any present or future compensation and damages for the compulsory purchase of, or any blight or disturbance affecting, the Property;
- (d) assigns to the Trustee by way of fixed security its rights and interest in any claim against the provider of any certificate of or report on title or the provider of any other due diligence report (in its capacity as provider of the same) in connection with the Property,
- (e) assigns to the Trustee by way of fixed security its rights and interest in any present or future right to occupy the Property under licence;
- (f) assigns to the Trustee by way of fixed security its rights and interest in any present or future contract for the purchase of the Property and any Related Rights;
- (g) charges to the Trustee by way of fixed charge its rights and interest in any present or future Insurances and any Related Rights;
- (h) assigns to the Trustee by way of fixed security its rights and interest in each Assigned Agreement and any Related Rights to the extent capable of assignment without infringing any provision of such agreement and if the terms of any Assigned Agreement require the consent of any party to such agreement to the assignment to the Trustee which consent has not been obtained at the date of this deed such assignment shall take effect immediately on such consent being obtained;
- (i) to the extent that any Assigned Agreement is not capable of assignment without infringing any provision of such agreement but is capable of being charged, charges to the Trustee by way of fixed security its rights and interest in such agreement and any Related Rights; and
- (j) to the extent that any Assigned Agreement is not capable of assignment or charge without infringing any provision of such agreement, charges to the Trustee the proceeds of any Related Rights in respect of such agreement.

4. Notices of Assignment

4.1 *Notice of assignment of agreements*

The Chargor shall immediately upon any Assigned Agreement becoming effective notify the Trustee of any such agreements, and immediately upon request by the Trustee give notice of the assignment of any Assigned Agreement in the form set out in part 1 of schedule 3 to the other party or parties to such agreement and shall use its reasonable endeavours to procure that such party or parties executes and delivers to the Trustee an acknowledgement of such notice in the form set out in part 2 of schedule 3.

4.2 *Trustee may give notice*

Nothing in this clause 4 shall prevent the Trustee from giving any notice of assignment or charge it considers necessary or desirable in relation to the Security created over any Charged Property.

4.3 *Agreements to be assignable*

The Chargor shall ensure that all Assigned Agreements entered into after the date of this deed are capable of assignment in accordance with the terms of this deed.

5. **Representations**

5.1 *Duration and Scope*

The Chargor makes the representations and warranties set out in this clause to the Trustee on the date of this deed.

5.2 *Status*

- (a) It is a limited liability company, duly incorporated and validly existing under the laws of England and Wales.
- (b) It has the power to own its assets and carry on its business in England and Wales as it is being conducted.
- (c) Its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures (the "**Regulations**") is in England and Wales and it has no establishment as such term is used in the Regulations in any other jurisdiction.

5.3 *Binding obligations*

The obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations subject to the Legal Reservations.

5.4 *Non-conflict with other obligations*

The entry into and performance by it of, and the transactions contemplated by, this deed and the granting of the Security constituted by this deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents;
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any agreement or instrument binding upon it.

5.5 *Power and authority*

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this deed and the transactions contemplated by this deed.
- (b) No limit on any its powers will be exceeded as a result of the grant of security or giving of indemnities contemplated by this deed.

5.6 *Validity and admissibility in evidence*

Except for registration of this deed in accordance with clause 5.7 (Registration requirements) all Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this deed; and
 - (b) to make this deed admissible in evidence in its Relevant Jurisdictions,
- have been obtained or effected and are in full force and effect.

5.7 *Registration requirements*

Except for registration of this deed under the Companies Act 2006 and the LRA 2002 it is not necessary to file, register or record this deed in any public place or elsewhere.

5.8 *Governing law and enforcement*

- (a) The choice of English law as the governing law of this deed will be recognised and enforced in its Relevant Jurisdictions.
- (b) Any judgment obtained in England in relation to this deed will be recognised and enforced in its Relevant Jurisdictions.

5.9 *Deduction of Tax*

To the best of its knowledge, it is not required under the law of its Relevant Jurisdictions to make any deduction for or on account of Tax from any payment it may make under this deed to the Trustee.

5.10 *No filing or stamp taxes*

Except for registration fees associated with registration of this deed in accordance with clause 5.7 (Registration requirements), it is not necessary under the law of its Relevant Jurisdictions that this deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar tax or fee be paid on or in relation to this deed or the transactions contemplated by this deed.

5.11 *Security*

There is no Security over any of the assets of the Charged Property.

5.12 *Ranking of Security*

This deed creates valid first priority Security of the type described over the assets to which they relate and those assets are not subject to any other Security.

5.13 *The Property*

- (a) The Chargor is the legal and beneficial owner of the Property.
- (b) The Chargor has good and marketable title to the Property free from restrictions and onerous covenants.
- (c) The Property is free from any Security or Lease or licence other than the Substation Lease.
- (d) The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.
- (e) The Property is in good and substantial repair.

- (f) There is no breach of any law, regulation or covenant in respect of the Property which adversely effects or which might reasonably be expected to adversely effect the value, saleability or use of the Property.
- (g) There are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatever which materially adversely affect the Property.
- (h) No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use or which conflict with or restrict its use.
- (i) Nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or a registered disposition over the Property.

6. Negative Undertakings

6.1 *Negative pledge*

The Chargor shall not create or permit to subsist any Security over any of the Charged Property.

6.2 *Disposals*

- (a) The Chargor shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charged to the Trustee under clause 3 (Fixed Security) without the prior written consent of the Trustee (such consent not to be unreasonably withheld).
- (b) Notwithstanding clause 6.2(a), the consent of the Trustee shall not be required for the grant by the Chargor of a De Minimis Lease.

7. General Undertakings

7.1 *Authorisations*

The Chargor shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply copies to the Trustee of,

any Authorisation required under any law or regulation of its Relevant Jurisdiction to enable it to perform its obligations under this deed and to ensure the legality, validity, enforceability or admissibility in evidence in its Relevant Jurisdiction of this deed.

7.2 *Compliance with laws*

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under this deed.

7.3 *Consents*

The Chargor shall ensure that all consents and all documents, registrations, licences and other matters and things required by the Trustee to perfect this deed are produced executed obtained or made as required by the Trustee in accordance with this deed.

7.4 *Taxes*

The Chargor must pay all Taxes due and payable by it in respect of the Charged Assets prior to the accrual of any fine or penalty for late payment, unless (and only to the extent that):

- (i) payment of those Taxes is being contested in good faith;
- (ii) adequate reserves are being maintained for those Taxes and the costs required to contest them; and
- (iii) failure to pay those Taxes is not reasonably likely to have a Material Adverse Effect.

7.5 *COMI*

The Chargor shall take all steps necessary to maintain its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures in England and Wales.

7.6 *Failure to comply*

If the Chargor fails to comply with any of its obligations under this deed the Trustee may take such steps as it considers appropriate (acting reasonably and with prior notice to the Chargor) to procure compliance with such obligations at the cost of the Chargor.

7.7 *Notification of default*

The Chargor shall notify the Trustee of any Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

8. **Undertakings Relating to the Property**

8.1 *Management*

The Chargor shall procure that the Property is properly managed in accordance with the usual principles of good estate management.

8.2 *Title*

- (a) The Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Property.
- (b) The Chargor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Property.

- (c) The Chargor must promptly take all such steps as may be necessary or desirable to enable the Security created by this deed to be registered, where appropriate, at the Land Registry.

8.3 *Maintenance*

The Chargor must ensure that all buildings, plant, machinery, fixtures and fittings on the Property are maintained in good and substantial repair and condition and, as appropriate, in good working order.

8.4 *Development*

The Chargor must comply in all respects with all planning laws, permissions, agreements and conditions to which the Property may be subject.

8.5 *Notices*

The Chargor must, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority or any landlord with respect to the Property (or any part of it):

- (a) deliver a copy to the Trustee; and
- (b) inform the Trustee of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

8.6 *Investigation of title*

The Chargor must grant the Trustee or its lawyers on request all facilities within the power of the Chargor to enable the Trustee or its lawyers to:

- (a) carry out investigations of title to the Property; and
- (b) make such enquiries in relation to any part of the Property as a prudent mortgagee might carry out.

8.7 *Power to remedy*

- (a) Following the occurrence of an Event of Default which is continuing the Chargor must allow the Trustee or its agents or contractors to enter the Property to view the state and condition of or to value it at reasonable times and upon reasonable notice.
- (b) If the Chargor fails to perform any obligations under the Agreement or this deed, the Chargor must allow the Trustee or its agents and contractors at reasonable times and upon reasonable notice:
 - (i) to enter any part of the Property;
 - (ii) to comply with or object to any notice served on the Chargor in respect of the Property; and
 - (iii) to take any action that the Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

- (c) The Chargor must immediately on request by the Trustee pay the costs and expenses of the Trustee or its agents and contractors incurred in connection with any action taken by it under this clause.
- (d) The Trustee shall not be obliged to account as mortgagee in possession as a result of any action taken under this clause.

8.8 *Insurances*

- (a) The Chargor must ensure that at all times from the date of this deed Insurances are maintained in full force and effect, which insure the Chargor in respect of its interests in the Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to provide "all risks" cover.
- (b) Promptly following entry into this deed, the Chargor shall supply to the Trustee satisfactory evidence of all Insurances, and procure that the Trustee's interests under this deed are noted on each of the Insurances.
- (c) The Chargor must:
 - (i) comply with the terms of the Insurances;
 - (ii) not do or permit anything to be done which may make void or voidable any of the Insurances; and
 - (iii) comply with all reasonable risk improvement requirements of its insurers.
- (d) The Chargor must ensure that:
 - (i) each premium for the Insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable; and
 - (ii) all other things necessary are done so as to keep each of the Insurances in force.
- (e) If the Chargor fails to comply with any term of this clause, the Trustee may with reasonable prior notice to the Chargor, at the expense of the Chargor effect any insurance and generally do such things and take such other action as the Trustee may reasonably consider necessary to prevent or remedy any breach of this clause.
- (f)
 - (i) Except as provided below, the proceeds of any Insurances must, if the Trustee so requires, be paid to the Trustee for application towards the Secured Liabilities.
 - (ii) To the extent required by the basis of settlement under any Insurances or under any Lease, the Chargor must apply moneys received under any Insurances in respect of the Property towards replacing, restoring or reinstating the Property.
 - (iii) The proceeds of any loss of rent insurance will be treated as Rental Income and applied as if it were Rental Income received over the period of the loss of rent.

- (iv) Moneys received under liability policies held by the Chargor which are required by the Chargor to satisfy established liabilities of the Chargor to third parties must be used to satisfy these liabilities.

8.9 *Proprietorship*

The Chargor shall not permit any person:

- (a) to be registered as proprietor under the Land Registration Act 2002 of any Charged Property nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting any Charged Property; or
- (b) to become entitled to any proprietary right or interest which might affect the value of any Charged Property.

9. **Events of Default**

An Event of Default shall occur if the Secured Liabilities are not paid in full on the Demand Date at the place and in the currency in which they are expressed to be payable unless payment is made within 10 Business Days of the Demand Date.

10. **Enforcement of Security**

10.1 *Trustee's powers*

On the occurrence of an Event of Default or if the Chargor requests that the Trustee exercises any of its powers under this clause 10.1, this deed shall become enforceable and the Trustee may immediately or at any time thereafter:

- (a) exercise the power of sale and all other powers conferred by s101 of the LPA as varied or extended by this deed;
- (b) make any lease or agreement for lease or accept surrenders of leases and grant options on such terms as it thinks fit without needing to comply with sections 99 and 100 of the LPA;
- (c) subject to s72A of the Insolvency Act, appoint one or more persons as a Receiver of any Charged Property provided that the Trustee shall not be entitled to appoint a Receiver of any assets charged by way of floating charge solely as a result of the Chargor obtaining a moratorium or anything done with a view to obtaining a moratorium under Part A1 of the Insolvency Act;
- (d) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act;
- (e) by notice to the Chargor end the Chargor's right to possession of all or any part of the Property and enter into possession of all or such part of the Property;
- (f) secure and perfect its title to all or any part of the Charged Property and/or transfer any asset into the name of its nominee;
- (g) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured

Liabilities and the Trustee shall value such Charged Property by reference to an independent valuation or other procedure selected by the Trustee acting reasonably.

10.2 *Powers under the LPA*

- (a) Section 103 of the LPA will not apply to this deed.
- (b) The power of sale and all other powers conferred by s.101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargor.

10.3 *Receivers*

- (a) The Trustee may appoint any Receiver upon such terms as to remuneration and otherwise as the Trustee thinks fit and the maximum rate specified in s.109(6) of the LPA shall not apply.
- (b) Any Receiver will be the agent of the Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Trustee.
- (c) Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.
- (d) The Trustee may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Trustee appoints any other person as Receiver in his place.

11. **Powers of Receiver and Trustee**

11.1 *Statutory powers*

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated into this deed provided that references in that Schedule to "the property of the Company" will be deemed to be references to the Charged Property for the purposes of this deed.

11.2 *Additional powers*

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Chargor) to do every act and thing and exercise every power:

- (a) which the Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property;
- (b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in

connection with the enforcement of the Security created by this deed or the realisation of any Charged Property,

and may use the name of the Chargor in connection with any exercise of such powers.

11.3 *Consideration*

The receipt of the Trustee or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Property the Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

11.4 *Prior encumbrances*

At any time after the security given by this deed has become enforceable, the Trustee may redeem any prior Security against the Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Chargor..

11.5 *Possession*

If the Trustee, any Receiver or any Delegate takes possession of any Charged Property it may go out of possession at any time.

11.6 *Delegation*

- (a) Each of the Trustee, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by this deed.
- (b) That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Trustee, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub delegate.

12. **Exclusion of Liability**

12.1 *No obligation to recover*

Neither the Trustee nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property.

12.2 *Liability as mortgagee in possession*

If the Trustee or any Receiver takes possession of any Charged Property, it will not be liable to account to the Chargor for anything except actual receipts or be liable to the Chargor for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable unless such loss is caused by the fraud, gross negligence or wilful misconduct of the Trustee or any Receiver.

12.3 *Losses on enforcement*

No Secured Party will be liable to the Chargor for any loss or damage arising from:

- (a) any sale of any Charged Property;
- (b) any act, default or omission of any Secured Party in relation to any Charged Property; or
- (c) any exercise or non-exercise by any Secured Party of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of such Secured Party.

13. **Indemnity**

13.1 *Indemnity to the Trustee*

The Chargor shall promptly indemnify the Trustee and every Receiver and Delegate against any cost, loss or liability incurred by any of them:

- (a) as a result of:
 - (i) the protection or enforcement of the Security constituted by this deed;
 - (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Trustee and each Receiver and Delegate by this deed or by law; or
 - (iii) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this deed; or
- (b) which otherwise relates to any of the Charged Property or the performance of the terms of this deed (otherwise than as a result of its fraud, gross negligence or wilful misconduct).

13.2 *Priority of Indemnity*

The Trustee and every Receiver and Delegate may indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in clause 13.1 (Indemnity to the Trustee) and shall have a lien on the Security constituted by this deed and the proceeds of enforcement of the Security constituted by this deed for all moneys payable to it.

14. **Application of Proceeds**

14.1 *Order of application*

Subject to clause 14.2 (Prospective liabilities) and to claims having priority to the Security created by this deed and by way of variation to the provisions of the LPA, all amounts from time to time received or recovered by the Trustee in connection with the realisation or enforcement of all or any part of the Security constituted by this deed (for the purposes of this clause the "**Recoveries**") shall be held by the Trustee to apply them at any time

as the Trustee (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order:

- (a) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of this deed and of all outgoings properly payable by any Secured Party;
- (b) in payment of remuneration to any Receiver;
- (c) for application in or towards all outstanding amounts due under the Agreement; and
- (d) the balance (if any) will be applied as required by law.

14.2 *Prospective liabilities*

The Trustee may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Trustee with such financial institution (including itself) and for so long as the Trustee shall think fit (the interest being credited to the relevant account) for later application under clause 14.1 (Order of Application) in respect of:

- (a) any sum owing to the Trustee, any Receiver or any Delegate; and
- (b) any part of the Secured Liabilities,

that the Trustee reasonably considers, in each case, might become due or owing at any time in the future.

14.3 *Investment of proceeds*

Prior to the application of the proceeds of the Recoveries in accordance with clause 14.1 (Order of Application) the Trustee may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Trustee with such financial institution (including itself) and for so long as the Trustee shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Trustee's discretion in accordance with clause 14.1 (Order of Application).

14.4 *Currency Conversion*

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Trustee may convert any moneys received or recovered by the Trustee from one currency to the currency in which the Secured Liabilities are denominated, at a market rate of exchange.
- (b) The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

14.5 *Permitted Deductions*

The Trustee shall be entitled, in its discretion:

- (a) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is

or may be required by any applicable law to make from any distribution or payment made by it under this deed; and

- (b) to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties, or by virtue of its capacity as Trustee under the Agreement, this deed or otherwise.

15. Protection of Persons Dealing with Trustee or Receiver

No person dealing with the Trustee or any Receiver will be concerned to enquire:

- (a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable;
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers; or
- (c) whether any Secured Liabilities remain owing.

16. Notice of Subsequent Charge

If the Trustee receives notice of any Security or other interest affecting any Charged Property:

- (a) it may open a new account for the Chargor in its books and may transfer any outstanding balance owing by the Chargor to such new account;
- (b) if it does not open a new account then, unless it gives express written notice to the contrary to the Chargor, all payments made by the Chargor to it will as from the time of receipt of such notice be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

17. Further Assurance

When required by the Trustee or any Receiver (acting reasonably), the Chargor shall, at its own cost:

- (a) execute any documents or do any other thing which the Trustee or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to the Trustee or any Receiver under this deed; and
- (b) to the extent that the Chargor is capable of doing so, convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Trustee or any Receiver may reasonably require in connection with any enforcement of any Security created by this deed.

18. Power of Attorney by Chargor

The Chargor irrevocably and by way of security appoints each of the Trustee, any person selected by the Trustee and any Receiver its attorney in each case (with full power to

appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which:

- (a) at any time whilst an Event of Default is continuing, the Chargor is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property; or
- (b) the Chargor is obliged to execute or do under this deed but has failed to execute or do.

19. Protective Provisions

19.1 *Waiver of defences*

The obligations of the Chargor under this deed and the security constituted by this deed will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of such obligations or security including (whether or not known to it or the Trustee):

- (a) any time, waiver or consent granted to, or composition with, any other Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over property of, any other Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any other Obligor or any other person;
- (e) any amalgamation, merger or reconstruction of the Trustee with any other person or any sale or transfer of the whole or any part of the assets of the Trustee to any other person;
- (f) the existence of any claim, set-off or other rights which any other Obligor may have at any time against the Trustee, whether in connection with the Agreement, this deed or otherwise;
- (g) any novation, amendment (however fundamental) or replacement of any document or security;
- (h) any obligation of any person under the Agreement, this deed or any other document or security being unenforceable; or
- (i) any insolvency or similar proceedings.

19.2 *Immediate recourse*

The Chargor waives any right it may have of first requiring the Trustee to proceed against or enforce any other rights or security or claim payment from any person before enforcing

the security constituted by this deed. This waiver applies irrespective of any law or any provision of this deed or the Agreement to the contrary.

19.3 *Appropriations*

Until the Secured Liabilities have been irrevocably paid in full, the Trustee may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Trustee in respect of the Secured Liabilities, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any money received under this deed.

19.4 *Deferral of Chargor's rights*

Until the Secured Liabilities have been irrevocably paid in full and unless the Trustee otherwise directs, the Chargor will not exercise any rights which it may have by reason of the enforcement of this deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other Obligor or any other person in respect of any obligations of that person under the Agreement or this deed;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Trustee under the Agreement, this deed or of any other guarantee or security taken pursuant to, or in connection with, the Agreement or this deed by the Trustee;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has given security under this deed;
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with the Trustee.

19.5 *Turnover*

If the Chargor receives any benefit, payment or distribution in relation to the rights referred to in clause 19.4 (Deferral of Chargor's rights) it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Liabilities to be repaid in full on trust for the Trustee and shall promptly pay or transfer the same to the Trustee or as the Trustee may direct for application as provided in clause 14 (Application of Proceeds).

20. **Discharge of Security**

Any discharge of the Chargor by the Trustee in reliance on a payment or security received by the Trustee will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Trustee will be entitled to recover from the Chargor on demand the amount of the Secured Liabilities discharged by such payment or security.

21. Substitution

At the request of the Chargor, the Trustee shall release the Security constituted by this deed in substitution for Security ("**Substitution Security**") granted by the Chargor or other Group Company over alternative assets ("**Substitution Assets**"), if the following criteria are met:

- (a) the grant of the Substitution Security must happen before, or at the same time as, the Security constituted by this deed is released;
- (b) the Substitution Assets must be acceptable to the Trustee (acting reasonably);
- (c) the Substitution Assets must be legally and beneficially owned by a Group Company and, unless the Trustee agrees otherwise, must either be vessel(s), or assets located in the United Kingdom;
- (d) the Substitution Security documentation must take such form as the Trustee's legal advisers advise is acceptable. The legal documentation and terms relating to the Substitution Security must be such that the Trustee's legal and covenant advisers are able to advise that the documentation is acceptable from a legal perspective, and (from the point of view of the Trustee) market standard, or, better; and
- (e) the Relevant Employers will jointly and severally be liable to reimburse the Trustee for professional costs and expenses which the Trustee incurs in connection with any request by the Chargor under this Clause.

22. Redemption

At the end of the Security Period the Trustee shall at the request of the Chargor promptly:

- (a) enter into a deed of release in the form set out at Schedule 4 to release the Charged Property from the Security constituted by this deed; and
- (b) provide to the Chargor all such documents as are required to ensure the discharge of the mortgage over the Property at the Land Registry and the removal of any restrictions on the Chargor's title to the Property.

23. Default Interest

Any sum payable by the Chargor under this deed will bear interest from the date on which it is due or if payable on demand from the date of demand until payment (both before and after judgment) at the Default Rate as calculated and compounded from time to time in accordance with the Agreement.

24. Limited Recourse

Notwithstanding any other provision of this deed:

- (a) the sole recourse of the Secured Parties to the Chargor in respect of the Secured Liabilities under this deed is to the Chargor's interest in the Charged Assets and such recourse may be satisfied only from the proceeds of sale or other disposal or realisation of the Charged Assets;

- (b) the total liability of the Chargor to the Secured Parties under this deed (including in respect of amounts recovered from the Charged Assets) shall not exceed £2,500,000; and
- (c) any amount by which the proceeds of sale or other disposal or realisation of the Charged Assets exceeds £2,500,000 (and only if any excess amounts are actually received by the Trustee) shall be applied by the Trustee in accordance with any applicable law, and, only if appropriate, promptly paid by the Secured Parties to the Chargor or other person entitled to it.

25. Notices

25.1 *Communications in writing*

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by email or letter.

25.2 *Addresses*

The address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this deed is:

- (a) in the case of the Chargor:

Address: Channel House, Channel View Road, Dover, CT17 9TJ

For the attention of: Amelia Mitchell (with a copy always to be sent by email to Amelia.Mitchell@POFerries.com and legal@poferries.com)

- (b) in the case of the Trustee:

Address: C/O Pi Consulting (Uk) Ltd 2nd Floor
Tuition House
27 - 37 St. George's Road
Wimbledon, London, England, SW19 4EU

For the attention of: John Oldland and Doug Ross

or any substitute address or department or officer as the Chargor may notify to the Trustee (or the Trustee may notify to the Chargor, if a change is made by the Trustee) by not less than five Business Days' notice. In the case of the Chargor, the address of its registered office or of any place where it carries on business shall also be addresses of Chargor for the purpose of this clause.

25.3 *Delivery*

- (a) Any communication or document made or delivered by the Trustee on the Chargor under or in connection with this deed will be effective:
 - (i) if left at an address referred to in this clause, when so left; and
 - (ii) if posted by first class post to an address referred to in this clause, on the next working day in the place of receipt following the day when it was posted.

- (b) Any communication or document to be made or delivered to the Trustee will be effective only when actually received by the Trustee and then only if it is expressly marked for the attention of the department or officer specified above (or any substitute department or officer as the Trustee shall specify for this purpose).

25.4 *English language*

Any notice given under or in connection with this deed must be in English.

26. Calculations and Certificates

26.1 *Accounts*

In any litigation or arbitration proceedings arising out of or in connection with this deed, the entries made in the accounts maintained by the Trustee are prima facie evidence of the matters to which they relate.

26.2 *Certificates and Determinations*

Any certification or determination by the Trustee of a rate or amount under the Agreement or this deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

26.3 *Day count convention*

Any interest, commission or fee accruing under this deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the Trustee determines that practice in the relevant interbank market differs, in accordance with that market practice.

26.4 *Payments in full*

All payments made by the Chargor under this deed shall be made in full, without set off, counterclaim or any condition.

27. Partial Invalidity

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

28. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of the Trustee, any right or remedy under this deed shall operate as a waiver of any such right or remedy or constitute an election to affirm any of this deed. No election to affirm any of this deed on the part of the Trustee shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this deed are cumulative and not exclusive of any rights or remedies provided by law.

29. Counterparts

This deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this deed.

30. Changes to the parties

30.1 *Assignments and transfers by the Trustee*

The Chargor acknowledges that the rights and obligations under this deed shall be binding upon and enure for the benefit of any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme. The Trustee may not otherwise assign any of its rights or transfer any of its rights or obligations under this deed.

30.2 *Chargor*

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this deed.

31. Tax Gross-up

- (a) The Chargor shall make all payments to be made by it under this deed without any deduction or withholding for or on account of Tax (a "**Tax Deduction**") unless a Tax Deduction is required by law.
- (b) The Chargor shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Trustee accordingly.
- (c) If a Tax Deduction is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If the Chargor is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Chargor shall deliver to the Trustee evidence satisfactory to the Trustee that the Tax Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant taxing authority.

32. Set-off

The Trustee may set off any obligation due from the Chargor under this deed against any obligation owed by the Trustee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Trustee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

33. Miscellaneous

33.1 Possession

The Chargor shall be entitled to possession of the Property until termination of such right by the Trustee under clause 10.1 (Trustee's powers).

33.2 Third Party Rights

- (a) Unless expressly provided to the contrary, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this deed.
- (b) Notwithstanding any term of this deed, the consent of any person other than the Chargor and the Trustee is not required to rescind or vary this deed at any time.
- (c) A Secured Party may, subject to this clause 33.2 and the Third Parties Act, rely on any provision of this deed which expressly confers rights on it.

33.3 Continuing Security

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of the Secured Liabilities.

33.4 Other Security

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Trustee or any other person of any other security at any time held by the Trustee.

33.5 Consolidation

The restrictions on the right of consolidating mortgage securities contained in s.93 of the LPA will not apply to this deed.

33.6 Land Registry Consent

By executing this deed the Chargor consents to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [_____] in favour of Merchant Navy Ratings Pension Fund Trustees Limited referred to in the charges register or their conveyancer."

34. Law

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law.

35. Jurisdiction

35.1 *Jurisdiction of English courts*

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed and a dispute regarding a non-contractual obligation referred to in clause 34 (Law)) (a "**Dispute**").
- (b) The Trustee and the Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes.

This deed has been executed and delivered as a deed by the Chargor and signed on behalf of the Trustee on the date shown at the beginning of this deed.

SCHEDULE 1

The Property

	Description	Freehold/Leasehold	Title Number
1	Land and buildings on the north west side of a junction between Archcliffe Road and Channel View Road, Dover	Freehold	K492850
2	Land and buildings on the north east side of Channel View Road, Dover	Freehold	K309408

SCHEDULE 2

Part 1: THE OBLIGORS

Company name	Country of incorporation	Company registration number	Company registered address
P&O Ferries Limited	England and Wales	00237626	Channel House Channel View Road Dover Kent CT17 9TJ
P&O Ferries (Short Sea) Limited	England and Wales	03242391	Channel House Channel View Road Dover Kent CT17 9TJ
P&O Ferries (Jersey) Limited	Jersey	JE105446	PO Box 437 1 st Floor Kensington Chambers 46-50 Kensington Place St Helier Jersey JE4 0ZE
P&O European Ferries (Portsmouth) Limited	England and Wales	00801658	Channel House Channel View Road Dover Kent CT17 9TJ
P&O European Ferries (Jersey) Limited	Jersey	JE105447	PO Box 437 1 st Floor Kensington Chambers 46-50 Kensington Place St Helier Jersey JE4 0ZE
P&O European Ferries (Irish Sea) Limited	England and Wales	00318227	Channel House Channel View
P&O North Sea (Jersey) Limited	Jersey	JE105444	PO Box 437 1 st Floor Kensington Chambers 46-50 Kensington Place St Helier Jersey JE4 0ZE
P&O North Sea Ferries Limited	England and Wales	00809079	Channel House Channel View Road Dover Kent CT17 9TJ
Pandoro Limited	England and Wales	00444786	Wherstead Park Wherstead Ipswich Suffolk IP9 2WG

P&O Ferrymasters Limited	Northern Ireland	NI004115	Unit2 Mackean Logistics Centre Larne Harbour Larne Northern Ireland BT40 1AJ
P&O Irish Sea (Jersey) Limited	Jersey	JE105443	PO Box 437 1st Floor Kensington Chambers 46-50 Kensington Place St Helier Jersey JE4 0ZE

SCHEDULE 3

Part 1

Notice of Assignment

To: []

[Date]

Dear Sirs,

We refer to an agreement dated [] (as such agreement may be amended or supplemented, the "**Assigned Agreement**") between us and you a copy of which is attached.

We give you notice that by a legal charge dated [] (the "**Legal Charge**") entered into between us and [] (the "**Trustee**") we have assigned to the Trustee all our present and future rights and interest in:

1. the Assigned Agreement and any money now or at any time in the future due or owing to us under or in connection with the Assigned Agreement; and
2. all guarantees, indemnities, mortgages, charges and other security of whatever nature now or in the future held by us in respect of the Assigned Agreement including all money now or at any time in the future due or owing to us under or in connection with the same and all rights and remedies for enforcing the same,

(together the "**Assigned Assets**").

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions whatsoever which we may have given to you to the contrary):

- (a) to comply with the terms of any written notice, statement or instructions in any way relating or purporting to relate to the Assignment and/or the Assigned Assets which you receive at any time from the Trustee; and
- (b) to disclose to the Trustee, such information relating to the Assigned Assets as the Trustee may, at any time request.

In each case without any reference to or further authority from us and without any enquiry by you as to the justification for such instructions, notice, statement, instructions or disclosure.

The instructions and authorisations which are contained in this letter will remain in full force and effect until the Trustee gives you notice in writing revoking them.

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England.

Would you please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing the attached form of acknowledgement and returning it to the Trustee at [].

Yours faithfully,

[]

Part 2
Acknowledgement

To: []

[Date]

Dear Sirs,

We acknowledge receipt of a letter (a copy of which is attached) dated [] and addressed to us by [] (the "**Chargor**") with respect to the Legal Charge. Expressions defined in such letter have the same meanings in this acknowledgement.

We acknowledge and confirm that:

1. we have not claimed or exercised, have no outstanding right to claim or exercise and will not exercise, any right of set-off, counterclaim or other right relating to any payments to be made by it in respect of our indebtedness under the Assigned Agreement;
2. we have not received any notice that any third party has or will have any right or interest in or has made or will be making any claim or demand or taking any action against the Assigned Agreement; and
3. we agree that you do not have any obligations, liabilities or responsibilities under or in respect of the Assigned Agreement.

We have made the acknowledgements and confirmations and have given the undertakings set out in this letter in the knowledge that they are required by you in connection with the security which is to be constituted by the Chargor in your favour under the Legal Charge [(a copy of which has been furnished to us)]. This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the law of England [and in connection with any proceedings with respect to this letter and any such non-contractual obligations we submit to the jurisdiction of the Courts of England for your exclusive benefit].

Yours faithfully,

[]

SCHEDULE 4 DEED OF RELEASE

THIS DEED is dated [•] and made by:

- (1) **Merchant Navy Ratings Pension Fund Trustees Limited**, a private limited company incorporated in England and Wales with registration no 00862615 whose registered office is at C/O Pi Consulting (Uk) Ltd 2nd Floor, Tuition House, 27 - 37 St. George's Road, Wimbledon, London, England, SW19 4EU (the **Trustee**) in favour of
- (2) **P&O Ferries Limited**, a private limited company incorporated in England and Wales with registration no 00237626 whose registered office is at Channel House, Channel View Road, Dover, CT17 9TJ (the **Chargor**)

36. Definitions and interpretation

36.1 In this Deed, unless the context otherwise requires, the following expressions have the following meanings:

“**Charged Assets**” means all the property rights title interests and other assets mortgaged or charged to the Trustee by or pursuant to the Legal Charge;

“**Effective Date**” means the date of this deed;

“**Legal Charge**” means the legal charge entered into between the Trustee and the Chargor dated [•] 2023;

36.2 Capitalised terms used but not defined in this deed shall have the meanings given to them in the Legal Charge.

36.3 This Deed may be executed in counterparts.

36.4 No term of this deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than a party to this Deed.

37. Release and Reassignment

37.1 From the Effective Date the Trustee absolutely, irrevocably and unconditionally:

- (a) releases all Security granted by the Chargor over the Charged Assets to the Trustee under the Legal Charge;
- (b) reassigns to the Chargor all rights assigned by way of security by the Chargor to the Trustee under the Legal Charge;
- (c) releases the Chargor from all obligations and liabilities (actual or contingent) under the Legal Charge; and

- (d) revokes and consents to the revocation by the Chargor of any power of attorney granted under the Legal Charge.

38. Trustee's Expenses

The Chargor will reimburse the Trustee on demand in respect of all legal and other expenses incurred by it in relation to the negotiation and preparation of this deed and any other documents in connection with it.

39. Further Assurance

The Trustee will, at the request and cost of the Chargor, execute and deliver such further deeds and documents as may reasonably be necessary to give effect to the release of security contained in this deed.

40. Law

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law.

41. Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed and a dispute regarding a non-contractual obligation referred to in clause 40 (Law) (a "**Dispute**").
- (b) The Trustee and the Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes.

This Deed has been executed as a deed, and it has been delivered on the date stated at the beginning of this Deed.

EXECUTION PAGE – DEED OF RELEASE

EXECUTED as a deed by)
P&O FERRIES LIMITED)
acting by a director and its secretary)

..... Director

..... Secretary

EXECUTED by)
MERCHANT NAVY RATINGS)
PENSION FUND TRUSTEES)
LIMITED acting by a director and)
John Oldland)
duly authorised by Pi Consulting)
(Trustee Services) Limited to sign)
on its behalf as a director of)
Merchant Navy Ratings)
Pension Fund Trustees Limited)

..... Director

..... On behalf of director

EXECUTION PAGES

EXECUTED as a deed by)
P&O FERRIES LIMITED)
acting by a director and its secretary)

[Redacted Signature]
[Redacted Name] Director

... [Redacted Signature] ...
[Redacted Name] Secretary

EXECUTED by)
MERCHANT NAVY RATINGS)
PENSION FUND TRUSTEES)
LIMITED acting by a director and)
John Oldland)
duly authorised by Pi Consulting)
(Trustee Services) Limited to sign)
on its behalf as a director of)
Merchant Navy Ratings)
Pension Fund Trustees Limited)

[Redacted Signature]
[Redacted Name] Director

[Redacted Signature]
[Redacted Name] On behalf of director