

MG01

231228 / 13



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

MONDAY



A1JKDOQ1

15/10/2012

#22

A02

COMPANIES HOUSE

1

Company details

11

For official use

Company number

04240955

Company name in full

A & P Dry Docks Limited

(the "Additional Chargor")

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

27/09/2012

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

A Deed of Accession dated 27 September 2012 between the Additional Chargor, Peel Ports UK Financeco Limited (the "Company") and the Royal Bank of Scotland PLC (the "Security Trustee"), relating to a Security Agreement dated 15 December 2006 between, amongst others, the Company and the Security Trustee (the "Deed of Accession")

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Creditor under any Finance Document (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations), except for any obligation or liability which, if it were so included, would result in the Deed being unlawful or prohibited by any applicable law, together with all costs, charges and expenses incurred by any Secured Creditor in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents, and Secured Liability means any of such obligations or liabilities (the "Secured Documents")

Continuation page

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name The Royal Bank of Scotland PLC

Address 15 Bishopsgate

London

Postcode E C 2 P 2 A P

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

Please see attached continuation page for this section 6

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature
X *Allen & Overy LLP*
on behalf of the
mortgagee *12/10/2012* X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Tadhg O'Leary**

Company name **Allen & Overy LLP**

Address **One Bishops Square**

Post town **London**

County/Region

Postcode **E 1 6 A d**

Country **United Kingdom**

DX

Telephone **020 3088 2581**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. ACCESSION</p> <p>Subject to clause 4 of the Deed of Accession, with effect from the date of the Deed of Accession the Additional Chargor</p> <ul style="list-style-type: none"> (a) will become a party to the Security Agreement as a Chargor, (b) will be bound by all the terms of the Security Agreement which are expressed to be binding on a Chargor and will have all rights expressed to be granted to a Chargor thereunder, and (c) in particular, creates the Security Interests referred to in clause 2 of the Security Agreement on the terms set out therein over the relevant assets owned by it <p>2. MISCELLANEOUS (BEING CLAUSE 4 OF THE DEED OF ACCESSION)</p> <p>With effect from the date of the Deed of Accession</p> <ul style="list-style-type: none"> (a) the Security Agreement will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of the Deed of Accession), (b) any reference in the Security Agreement to the Deed of Accession and similar phrases will include the Deed of Accession and all references in the Security Agreement to a Schedule to the Security Agreement (or any part of it) will include a reference to the corresponding schedule to the Deed of Accession (or relevant part of it); and (c) the Company, for itself and as agent for the other Chargor under the Security Agreement, agrees to all matters provided for in the Deed of Accession <p>3. CREATION OF SECURITY</p> <p>3.1 General</p> <ul style="list-style-type: none"> (a) All the Security <ul style="list-style-type: none"> (i) is created in favour of the Security Trustee, and (ii) is security for the payment, discharge and performance of all the Secured Liabilities (b) The Security Trustee holds the benefit of the Security Agreement on trust for the Secured Creditors (c) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (Security Assets) to the Security Agreement or in the schedule to the Security Agreement of Accession (if any) by which any Chargor became party to the Deed does not affect the validity or enforceability of the Security (d) The fixed charges created by the Chargor pursuant to clauses 2.2 to 2.10 inclusive of the Security Agreement (and as set out in clauses 3.2 to 3.10 of this Form MG01) shall not extend 	

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Short particulars

to any of the Excluded Assets.

(e) The Additional Chargor

- (i) charges by way of a legal mortgage all estates or interests in any freehold or leasehold property owned by it and specified in Part 1 of the schedule to the Deed of Accession and as set out in Appendix 3 (Real Property) of this Form MG01,
- (ii) charges by way of a legal mortgage all shares owned by it and specified in Part 2 of the schedule to the Deed of Accession and as set out in Appendix 4 (Security Assets) of this Form MG01;
- (iii) charges by way of a first fixed charge all of its plant, machinery, computers, office equipment and vehicles,
- (iv) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the agreements specified in Part 3 of the schedule to the Deed of Accession and as set out in Appendix 5 (Relevant Contracts) of this Form MG01,
- (v) charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights specified in Part 4 of the schedule to the Deed of Accession and as set out in Appendix 6 of this Form MG01,
- (vi) charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Collection Account specified in Part 5 of the schedule to the Deed of Accession, being none at the date of the Deed of Accession,
- (vii) charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Trading Account specified in Part 6 of the schedule to the Deed of Accession and as set out in Appendix 1 (Trading Accounts) of this Form MG01; and
- (viii) assigns absolutely, subject to a proviso for reassignment on redemption, all of its rights in respect of the insurances specified in Part 7 of the schedule to the Deed of Accession and as set out in Appendix 2 (Insurances) of this Form MG01,

None of the charge created by paragraphs (ii), (vi) and (vii) above shall extend to the rights of the Additional Chargor in respect of any amount standing to the credit of any account referred to in paragraphs (p) and (q) of the definition of Permitted Security in clause 1.1 of the Senior Facilities Agreement

3.2 Land (corresponding to Clause 2.2 (Land) of the Security Agreement)

(a) Each Chargor charges.

- (i) by way of a legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property, which is specified in Part 1 of Schedule 1 (Security Assets) to the Security Agreement opposite its name or in Part 1 of the schedule to the Deed of Accession by which it became party to the Security Agreement, as set out in Appendix 3 (Real Property) of this Form MG01, and

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Short particulars	<p>(11) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property</p> <p>(b) A reference in the Security Agreement to any freehold or leasehold property includes</p> <p>(i) all buildings, erections, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on that property owned by the relevant Chargor, and</p> <p>(11) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Chargor in respect of that property and any moneys paid or payable in respect of those covenants</p> <p>3.3 Investments (corresponding to Clause 2.3 (Investments) of the Security Agreement)</p> <p>(a) The Chargor charges.</p> <p>(i) by way of a legal mortgage all shares in any member of the Group owned by it or held by any nominee on its behalf, this includes any specified in Part 2 of Schedule 1 (Security Assets) to the Security Agreement or in Part 2 of the schedule to the Deed of Accession by which it became party to the Security Agreement and as set out in Appendix 4 (Security Assets) of this Form MG01, and</p> <p>(11) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all declarations of trust and nominee agreements in relation to Shares and in all shares (including all shares in any member of the Group), stocks, debentures, bonds, warrants, coupons or other securities and investments (including all Cash Equivalents) owned by it or held by any nominee on its behalf</p> <p>(b) A reference in the Security Agreement to any declaration of trust, nominee agreement, share, stock, debenture, bond, warrant, coupon or other security or investment includes</p> <p>(i) any dividend, interest or other distribution paid or payable, and</p> <p>(11) any right, money or property accruing or offered at any time by way of conversion, redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p>in relation to that declaration of trust, nominee agreement, share, stock, debenture, bond, warrant, coupon or other security or investment</p> <p>3.4 Plant and machinery (corresponding to Clause 2.4 (Plant and machinery) of the Security Agreement)</p> <p>The Chargor charges by way of a first fixed charge all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession</p> <p>3.5 Credit balances (corresponding to Clause 2.5 (Credit balances) of the Security</p>

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Agreement)

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any Security Account (if any) and the debt represented by that account

3.6 Book debts etc. (corresponding to Clause 2.6 (Book debts etc) of the Security Agreement)

The Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it, and
- (c) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

3.7 Insurances (corresponding to Clause 2.7 (Insurances) of the Security Agreement)

- (a) The Chargor assigns absolutely, subject to a proviso for reassignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts
- (b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of a first fixed charge all amounts and rights described in paragraph (a) above
- (c) A reference in this Subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party

3.8 Other contracts (corresponding to Clause 2.8 (Other contracts) of the Security Agreement)

- (a) The Chargor assigns absolutely (subject to obtaining any necessary consent to that assignment from any third party), subject to a proviso for re-assignment on redemption, all of its rights in respect of its Relevant Contracts other than those contracts specified in Part 3B of Schedule 1 (Security Assets) to the Security Agreement and as set out in Appendix 5 (Relevant Contracts) to this Form MG01,
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the Chargor may derive from that right or be awarded or entitled to in respect of that right
- (c) To the extent that they do not fall within any other Subclause of this Clause and are not effectively assigned under paragraph (a) or (b) above, the Chargor charges by way of a first fixed charge all of its rights under each agreement and document to which it is a party including, for the avoidance of doubt:
 - (i) the Relevant Contracts specified in Part 3B of Schedule 1 (Security Assets) to the Security Agreement and as set out in Appendix 5 (Relevant Contracts) to this Form

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- (ii) any letter of credit issued in its favour, and
- (iii) any bill of exchange or other negotiable instrument held by it

3.9 Intellectual property (corresponding to Clause 2.9 (Intellectual property) of the Security Agreement)

The Chargor charges by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights, this includes any specified in Part 4 of Schedule 1 (Security Assets) to the Security Agreement opposite its name by which it became party to the Security Agreement, or in Part 4 of the schedule to the Deed of Accession by which it became party to this Deed, as set out in Appendix 6 to this Form MG01

3.10 Miscellaneous (corresponding to Clause 2.10 (Miscellaneous) of the Security Agreement)

- (a) The Chargor charges by way of a first fixed charge
 - (i) any beneficial interest, claim or entitlement it has to any assets of any pension fund,
 - (ii) its goodwill,
 - (iii) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset,
 - (iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and
 - (v) its uncalled capital
 - (b) There shall be no breach of any term of the Security Agreement as a consequence of any Chargor purporting to grant a "first" fixed charge pursuant to the Security Agreement over an asset which is already subject to Permitted Security on the date on which such Security Interest is granted
 - (c) None of the charges created by Clauses 2 3, 2 5, 2 6 or 2 8 of the Security Agreement (being clauses 3 3, 3 5, 3 6 or 3 8 of this Form MG01) shall extend to the rights of any Chargor in respect of any amount standing to the credit of any account referred to in paragraphs (p) and (q) of the definition of Permitted Security
- #### 3.11 Floating charge (corresponding to Clause 2.11 (Floating charge) of the Security Agreement)
- (a) The Chargor charges by way of a floating charge all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Security Agreement or (in relation to assets situated in Scotland) whether or not the same are effectively charged under this clause
 - (b) Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by the Chargor under the Security Agreement into a fixed charge as

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regards any of the Chargor's assets specified in that notice, if.

- (i) an Event of Default has occurred and is continuing,
- (ii) the Security Trustee reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or
- (iii) the Chargor fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Trustee, is likely to result in it failing to comply with its obligations under paragraph (a) of Clause 4 (Restrictions on Dealing) of the Security Agreement in respect of those assets.

(c) The floating charge created under the Security Agreement may not be converted into a fixed charge solely by reason of

- (i) the obtaining of a moratorium, or
- (ii) anything done with a view to obtaining a moratorium,

under section 1A to the Insolvency Act 1986 or any analogous provision under any relevant law.

(d) The floating charge created under the Security Agreement will (other than in respect of any assets situated in Scotland if and to the extent that a Receiver would not be capable of exercising his powers in Scotland in relation thereto under section 72 of the Insolvency Act 1986 by reason of automatic conversion) (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets:

- (i) if an administrator is appointed or the Security Trustee receives notice of an intention to appoint an administrator to the Chargor; or
- (ii) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor (other than a solvent re-organisation permitted by the terms of the Senior Facilities Agreement)

(e) The floating charge created under the Security Agreement is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986

(f) The giving by the Security Trustee of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Security Trustee's rights to give any other notice in respect of any other asset or of any other right of any other Secured Creditor under the Security Agreement or any other Finance Document

4. RESTRICTIONS ON DEALINGS

No Chargor shall.

- (a) create or permit to subsist any Security over any of its assets, or

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- (b) either in a single transaction or in a series of transactions (whether related or not) and whether voluntarily or involuntarily sell, lease, transfer or otherwise dispose of any asset,

unless permitted under the Senior Facilities Agreement

5. WHEN SECURITY BECOMES ENFORCEABLE

5.1 Timing

The Security will become immediately enforceable at any time after the Enforcement Date

5.2 Enforcement

After the Security has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of the Security in any manner it sees fit or as the Majority Lenders direct

6. INTERPRETATION

6.1 Definitions

In this Form MG01

Accession Letter means a document substantially in the form set out in Schedule 6 (Form of Accession Letter) of the Senior Facilities Agreement and including only those restrictions on guarantees as are approved by the Agent (acting on the instructions of the Majority Lenders)

Acceptable Bank means

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A1 or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or P1 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency, or

- (b) any other bank or financial institution approved by the Agent

Administrative Party means an Arranger, the Issuing Bank, the Agent or the Security Trustee

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Agency Fee Letter means the agency fee letter between the Agent, the Security Trustee and the Parent dated on or about the date of the Agreement setting out any of the fees referred to in Clause 17.3 (Agency Fee) of the Senior Facilities Agreement

Agent means Royal Bank of Scotland PLC

Agent's Spot Rate of Exchange means the Agent's spot rate of exchange for the purchase of

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the relevant currency with the Base Currency in the London foreign exchange market at or about 11 00 a m on a particular day

Agreement means the Senior Facilities Agreement

Ancillary Document means each document relating to or evidencing the terms of an Ancillary Facility

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

Ancillary Lender means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 9 (Ancillary Facilities) of the Senior Facilities Agreement

Ancillary Outstandings means ancillary outstanding as defined in the Senior Facilities Agreement

Arrangement Fee and Syndication Letter means the arrangement fee and syndication letter between, among others, the Arrangers, the Parent and RREEF Limited dated on or about the date of the Agreement setting out any of the fees referred to in Clause 17 2 (Arrangement Fee) of the Senior Facilities Agreement

Arrangers means Barclays Capital, Dexia Crédit Local, London branch and The Royal Bank of Scotland PLC

Base Currency means sterling

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

(a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency, or

(b) (in relation to any date for payment or purchase of euro) any TARGET Day

Capex Certificate means a certificate substantially in the form of Schedule 18 (Form of Capex Certificate) to the Senior Facilities Agreement

Cash Equivalent Investments means at any time

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank;

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,

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Short particulars	<p>(c) commercial paper not convertible or exchangeable to any other security</p> <p>(i) for which a recognised trading market exists,</p> <p>(ii) issued by an issuer incorporated or established in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State,</p> <p>(iii) which matures within one year after the relevant date of calculation, and</p> <p>(iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,</p> <p>(d) sterling bills of exchange eligible for rediscount at the Bank of England and accepted by an Acceptable Bank (or their dematerialised equivalent),</p> <p>(e) any investment accessible within 30 days in money market funds which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or Fitch Rating Ltd or P-1 or higher by Moody's Investor Services Limited and which invest substantially all their assets in securities of the types described in paragraphs (a) to (d) above, or</p> <p>(f) any other debt security approved by the Agent,</p> <p>in each case, to which any member of the Group is beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than one arising under the Transaction Security Documents)</p> <p>Certain Funds Period means the period commencing on the date of the Agreement and ending on the earliest of 31 December 2006, the first Utilisation Date and the date on which the Sale and Purchase Agreement is terminated or repudiated by either party</p> <p>Charged Property means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security</p> <p>Chargor means Peel Ports Holdings (C1) Limited (registered number 172178), Peel Ports UK Financeco Limited (registered number 05907031), or any Additional Chargor (being a member of the Group which becomes a Chargor by executing a deed of accession)</p> <p>Closing Date means the date of the first Utilisation</p> <p>Collection Account means</p> <p>(a) any account specified in Part 5 of Schedule 1 (Security Assets) of the Security Agreement, being none at the date of the Security Agreement,</p> <p>(b) any Mandatory Prepayment Account,</p>	

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Company means Peel Ports Uk Financeco Limited (registered number 05907031)

Compliance Certificate means a certificate substantially in the form set out in Schedule 18 (Form of Compliance Certificate) or in any other form agreed between the Parent and the Agent (each acting reasonably)

Commitment means a Facility A Commitment, a Facility B Commitment, a Revolving Facility Commitment, a Facility D Commitment or a Facility E Commitment

Deed of Accession has the meaning given to it in the Priority Agreement

Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

Documentary Credit means a Letter of Credit or the Facility E Bank Guarantee

Enforcement Date means the date on which the Agent serves notice on the Parent under Clause 28 16 (Acceleration) of the Senior Facilities Agreement

Event of Default means any event or circumstance specified as such in Clause 28 (Events of Default) of the Senior Facilities Agreement

Excluded Assets means in respect of the Chargor any interests (including any Investments or other securities or the benefit of any indebtedness) in any Unconsolidated Joint Venture owned by the Chargor

Facility means Facility A, Facility B, the Revolving Facility, Facility D or Facility E.

Facility A means the term loan facility made available under the Agreement as described in paragraph (a)(i) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement

Facility A Commitment means:

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility A Commitment" in Part 4 (The Original Lenders) of Schedule 1 (The Parties) of the Senior Facilities Agreement (and when designated A1, A2, A3, A4 or A5, the portion of Facility A Commitments so designated) and the amount of any other Facility A Commitment transferred to it under the Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility A Commitment transferred to it under the Agreement,
- (c) to the extent not cancelled, reduced or transferred by it under the Agreement

Facility A Loan means a loan made or to be made under Facility A (and when designated **Facility A1 Loan, Facility A2 Loan, Facility A3 Loan, Facility A4 Loan** or **Facility A5 Loan**, the portion so designated in paragraph (a)(i) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement, or arising in respect of Facility A under Clause 15.3 (Consolidation and division of Term Loans), of the Senior Facilities Agreement or the principal amount outstanding for the time being of that loan

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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

Facility B means the term loan facility made available under the Agreement as described in paragraph (a)(i) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement

Facility B Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility B Commitment" in Part 4 (The Original Lenders) of Schedule 1 (The Parties) of the Senior Facilities Agreement (and when designated **B1** or **B2**, the portion of Facility B Commitments so designated) and the amount of any other Facility B Commitment transferred to it under the Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility B Commitment transferred to it under the Agreement,

to the extent not cancelled, reduced or transferred by it under the Agreement

Facility B Loan means a loan made or to be made under Facility B (and when designated **Facility B1 Loan** or **Facility B2 Loan**, the portion so designated in paragraph (a)(i) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement, or arising in respect of Facility B under Clause 15 3 (Consolidation and division of Term Loans) of the Senior Facilities Agreement or the principal amount outstanding for the time being of that loan

Facility D means the term loan facility made available under the Agreement as described in paragraph (a)(iv) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement

Facility D Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Facility D Commitment" in Part 4 (The Original Lenders) of Schedule 1 (The Parties) of the Senior Facilities Agreement and the amount of any other Facility D Commitment transferred to it under the Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Facility D Commitment transferred to it under the Agreement,
- (c) to the extent not transferred by it, cancelled or reduced under the Agreement

Facility D Loan means a loan made or to be made under Facility D or the principal amount outstanding for the time being of that loan

Facility E means the bank guarantee facility made available under the Agreement as described in paragraph (a)(v) of Clause 2 1 (The Facilities) of the Senior Facilities Agreement.

Facility E Bank Guarantee means the bank guarantee to be issued pursuant to Facility E in the form agreed between the Company, the Agent and the Issuing Bank of the Facility E Bank Guarantee

Facility E Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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Short particulars

name under the heading **Facility E Commitment** in Part 4 (The Original Lenders) of Schedule 1 (The Parties) of the Senior Facilities Agreement and the amount of any other Facility E Commitment transferred to it under the Agreement,

- (b) in relation to any other Lender, the amount in the Base Currency of any Facility E Commitment transferred to it under the Agreement,
- (c) to the extent not cancelled, reduced or transferred by it under the Agreement

Fee Letters means

- (a) the Arrangement Fee and Syndication Letter;
- (b) the Agency Fee Letter, and
- (c) any other agreement setting out fees referred to in Clause 17 4 (Fees payable in respect of Documentary Credits) or Clause 17 5 (Interest, commission and fees on Ancillary Facilities) of the Senior Facilities Agreement

Finance Document means,

- (a) the Agreement,
- (b) the Priority Agreement;
- (c) any Accession Letter,
- (d) any Deed of Accession,
- (e) any Ancillary Document,
- (f) any Compliance Certificate,
- (g) any Fee Letter,
- (h) the Hedging Letter,
- (i) any Hedging Agreement,
- (j) any Resignation Letter,
- (k) any Selection Notice,
- (l) any Transaction Security Document,
- (m) any Utilisation Request,
- (n) any Margin Certificate,
- (o) any Capex Certificate, and

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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

the Company

Finance Party means a Lender, an Ancillary Lender, an Administrative Party or a Hedge Counterparty

Group means Peel Ports Holdings (CI) Limited and each of its subsidiaries

Hedge Counterparty has the meaning given to it in the Priority Agreement

Hedging Agreement has the meaning given to it in the Priority Agreement

Hedging Letter has the meaning given to that term in Part 1 of Schedule 2 (Conditions Precedent) of the Senior Facilities Agreement

Insurances means any contract of insurance taken out by or on behalf of the Chargor or under which it has a claim (other than insurance contracts where the payee of any insurance proceeds are third parties which are not members of the Group) including the insurance contracts as listed in Part 7 of Schedule (Security Assets) of the Security Agreement, as set out in Appendix 2 (Insurances) of this Form MG01

Intellectual Property means

- (a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of each member of the Group

Investor Loan Note Instrument means the 9% unsecured subordinated 2046 loan stock instrument executed by UK Newco 2 on or before Closing

Investor Loan Notes means the loan notes issued under the Investor Loan Note Instrument

Investors means

- (a) Peel Ports Holdings (Guernsey) Limited (for so long as it is a shareholder of the Parent or a holder of the Investor Loan Notes),
- (b) Infrastructure JVCo (Lime) S a r l (for so long as they are shareholders of the Parent or holders of Investor Loan Notes), and
- (c) any shareholder of the Parent and/or any holder of an Investor Loan Note

Issuing Bank shall be the Issuing Bank which has issued or agreed to issue that Documentary Credit, being the Royal Bank of Scotland plc

Joint Venture means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity

Lender means

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 29 (Changes to the Lenders) of the Senior Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Agreement

Letter of Credit means:

- (a) a letter of credit, substantially in the form set out in Schedule 1 (Form of Letter of Credit) of the Senior Facilities Agreement or in any other form requested by the Company and agreed by the Agent and the Issuing Bank (each acting reasonably), or
- (b) any guarantee, indemnity or other instrument in a form requested by a Borrower (or the Company on its behalf) and agreed by the Agent and the Issuing Bank (each acting reasonably).

For the purposes of the Agreement the Facility E Bank Guarantee is not a Letter of Credit

Loan means a Term Loan or a Revolving Facility Loan

Majority Lenders means majority lenders as defined in the Senior Facilities Agreement

Mandatory Prepayment Account means an interest-bearing account

- (a) held in England or Scotland by a Borrower with the Agent or Security Trustee;
- (b) identified in a letter between the Company and the Agent as a Mandatory Prepayment Account;
- (c) subject to any Security Interest in favour of the Security Trustee which Security Interest is in form and substance satisfactory to the Agent and Security Trustee (each acting reasonably), and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Agreement,

as the same may be redesignated, substituted or replaced from time to time

Margin Certificate means a certificate, substantially in the form of Schedule 16 (Form of Margin Certificate) of the Senior Facilities Agreement

Obligor means the Original Obligors, the Initial Acceding Borrowers and Initial Acceding Guarantors as set out in Part 2 of Schedule 1 of the Senior Facilities Agreement and any Additional Borrower or Additional Guarantor put in place in accordance with Clause 30 of the Senior Facilities Agreement

Original Obligors means Original Obligors as defined in Schedule 1 of the Senior Facilities Agreement, being Peel Ports UK FinanceCo Limited and Peel Ports Holding (CI) Limited

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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

Original Lenders means the financial institutions listed in Part 4 of Schedule 1 (The Parties) of the Senior Facilities Agreement, being Barclays Bank PLC, Dexia Crédit Local (London Branch) and the Royal Bank of Scotland plc

Participating Member State means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union

Parent means Peel Ports Holdings (CI) Limited (registered number 172178)

Party means a party to the Agreement

Permitted Security means

- (a) any lien arising by operation of law or contract having a similar effect and in the ordinary course of trading which secures indebtedness which is no more than 90 days overdue,
- (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of a member or members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set-off against debit balances of members of the Group which are not Obligors or companies identified in Part 2 or Part 3 of Schedule 1 (The Parties) of the Senior Facilities Agreement and (ii) such arrangement does not give rise to another Security Interest over the assets of Obligors in support of liabilities of members of the Group which are not Obligors or companies identified in Part 2 or Part 3 of Schedule 1 (The Parties) of the Senior Facilities Agreement,
- (c) any netting or set-off or escrow arrangement entered into by any member of the Group with a trading counterparty in the ordinary course of trading,
- (d) any Security Interest or Quasi-Security over or affecting any asset acquired by a member of the Group after the date of the Agreement if
 - (i) the Security Interest or Quasi-Security was not created in contemplation of the acquisition of that asset by a member of the Group,
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of that asset by a member of the Group, and
 - (iii) the Security Interest or Quasi-Security is removed or discharged within six months of the date of acquisition of such asset
- (e) any Security Interest or Quasi-Security over or affecting any asset of any company which becomes a member of the Group after the date of the Agreement, where the Security Interest or Quasi-Security is created prior to the date on which that company becomes a member of the Group if

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

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- (i) the Security Interest or Quasi-Security was not created in contemplation of the acquisition of that company,
- (ii) the principal amount secured has not increased in contemplation of or since the acquisition of that company, and
- (iii) the Security Interest or Quasi-Security is removed or discharged within six months of that company becoming a member of the Group;
- (f) any Security Interest or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading,
- (g) any Security Interest or Quasi-Security (existing as at the date of the Agreement or which is created pursuant to obligations existing as at the date of the Agreement) over or affecting any assets of any member of the Group so long as the Security Interest or Quasi-Security is irrevocably removed or discharged by no later than the first Utilisation Date,
- (h) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,
- (i) any Security Interest or Quasi-Security arising as a consequence of any finance lease permitted pursuant to paragraphs (g), (h) or (m) of the definition of Permitted Financial Indebtedness as set out in the Senior Facilities Agreement,
- (j) the Security Interests set out in Schedule 14 (Existing Security Interest) of the Senior Facilities Agreement;
- (k) contractual payment set-off rights arising in the ordinary course of trading,
- (l) any Security Interest arising under the Finance Documents or constituted by any rights of set-off contained in any Transaction Document or Treasury Transaction,
- (m) any Security Interest arising in respect of any judgment, award or order or any tax liability for which an appeal or proceedings for review are being diligently pursued in good faith,
- (n) any Security Interest arising under a rent deposit deed entered into on arm's length terms and in the ordinary course of business securing the obligations of a member of the Group in relation to a property leased to that member of the Group,
- (o) the Security Interest constituted by the Debenture Stock Cash Collateral Charge Document,
- (p) any Security Interest over the account containing the proceeds of the Facility B1 Loan in favour of The Governor and Company of the Bank of Scotland as guarantor under the MDHC Loan Note Documents,
- (q) any Security Interest over the account containing the proceeds of the Facility B2 Loan in favour of the Royal Bank of Scotland plc as guarantor under the Clydeport Loan

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Note Documents, or

- (r) any Security Interest or Quasi-Security not permitted by the preceding paragraphs which secures indebtedness of any member of the Group not exceeding £2,000,000 (when taken together with any other indebtedness which has the benefit of a Security Interest or Quasi Security not permitted under the preceding subparagraphs).

Plant And Machinery means any plant, machinery, computers, office equipment or vehicles owned by the Chargor

Priority Agreement means the priority agreement to be entered into on or about the Closing Date by, among others, the Original Obligors, the Investors and the Security Trustee

Real Property (as described in Part 1 of Schedule 1 of the Security Agreement) means the property listed in Appendix 3 (Real Property) of this Form MG01

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

Relevant Contract means

- (a) any agreement specified in Part 3 of Schedule 1 (Security Assets) of the Security Agreement as set out in Appendix 5 (Relevant Contracts) of this Form MG01, and
- (b) any other agreement to which the Chargor is a party and which the Chargor and the Security Trustee have designated a Relevant Contract

Resignation Letter means a letter substantially in the form set out in Schedule 7 (Form of Resignation Letter) of the Senior Facilities Agreement

Revolving Facility means the revolving credit facility made available under the Agreement as described in paragraph (a)(iii) of Clause 21 (The Facilities) of the Senior Facilities Agreement

Revolving Facility Commitment means

- (a) in relation to an Original Lender, the amount in the Base Currency set opposite its name under the heading "Revolving Facility Commitment" in Part 4 (The Original Lenders) of Schedule 1 (The Parties) and the amount of any other Revolving Facility Commitment transferred to it under the Agreement, and
- (b) in relation to any other Lender, the amount in the Base Currency of any Revolving Facility Commitment transferred to it under the Agreement,
- (c) to the extent not transferred by it, cancelled or reduced under the Agreement

Secured Creditors means each Secured Party (as defined in the Senior Facilities Agreement)

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Creditor under any Finance Document (including, without limitation,

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Particulars of a mortgage or charge

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under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations), except for any obligation or liability which, if it were so included, would result in the Security Agreement being unlawful or prohibited by any applicable law, together with all costs, charges and expenses incurred by any Secured Creditor in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents, and **Secured Liability** means any of such obligations or liabilities

Secured Parties means each Finance Party and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) from time to time party to the Agreement, any Receiver or Delegate

Security means any Security Interest created, evidenced or conferred by or under the Security Agreement

Security Account means

- (a) any Collection Accounts, and
- (b) any Trading Accounts

Security Assets means all assets of the Chargor the subject of this Security, including Real Property, Shares, Specific Intellectual Property Rights, Collection Accounts, Trading Accounts and Insurances

Security Interest means a mortgage, charge (fixed or floating), pledge, lien, assignment by way of security, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement entered into for the purpose of and having a substantially similar effect.

Security Trustee means Royal Bank of Scotland PLC

Selection Notice means a notice substantially in the form set out in Part 3 of Schedule 3 (Requests) of the Senior Facilities Agreement given in accordance with Clause 15 (Interest Periods) of the Senior Facilities Agreement in relation to a Loan

Senior Facilities Agreement means the Senior Facilities Agreement dated 3 November 2006 as amended and restated on 15 December 2006 between, amongst others, the Parent, the Company, the Lenders (as defined in that agreement), the Agent and the Security Trustee

Shares (as described in Part 2 of Schedule 1 of the Security Agreement) means the shares as set out in Appendix 4 (Security Assets) of this Form MG01

TARGET means Trans-European Automated Real-time Gross Settlement Express Transfer payment system.

TARGET Day means any day on which TARGET is open for the settlement of payments in euro

Termination Date means 31 December 2013

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Short particulars

Term Loan means a Facility A Loan, a Facility B Loan or a Facility D Loan

Trading Account means

- (a) any account specified in Part 6 of Schedule 1 (Security Assets) of the Security Agreement, and as set out in Appendix 1 (Trading Accounts) to this Form MG01, and
- (b) any other account which is not a Collection Account

Transaction Security means the Security Interest created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents

Transaction Security Documents means each of the documents listed as being a Transaction Security Document in paragraph 3(h) of Part 1 of Schedule 2 (Conditions Precedent) to the Senior Facilities Agreement and any document creating a Security Interest required to be delivered to the Agent in Parts 3 and 5 of Schedule 2 (Conditions Precedent) to the Senior Facilities Agreement together with any other document entered into by any Obligor creating or expressed to create any Security Interest over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents

Unconsolidated Joint Venture means a Joint Venture whose shares may not be subject to security under its constitution or under the agreement governing the operation of that joint venture

Utilisation means a Loan or a Documentary Credit

Utilisation Date means the date on which a Utilisation is made

Utilisation Request means a notice substantially in the relevant form set out in Schedule 3 (Requests) of the Senior Facilities Agreement

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Particulars of a mortgage or charge

6 **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

APPENDIX 1 – TRADING ACCOUNTS

None listed at the date of the Deed of Accession

APPENDIX 2 - INSURANCES

None listed at the date of the Deed of Accession

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Particulars of a mortgage or charge

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Short particulars

APPENDIX 3 – REAL PROPERTY

None listed at the date of the Deed of Accession

APPENDIX 4 – SECURITY ASSETS

Shares

Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Number of shares held
A & P Tyne Properties Limited	n/a	Ordinary shares of £1 00	2

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APPENDIX 5 – RELEVANT CONTRACTS

PART 3A

None listed at the date of the Deed of Accession.

APPENDIX 6 – SPECIFIC INTELLECTUAL PROPERTY

None listed at the date of the Deed of Accession

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4240955
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 27
SEPTEMBER 2012 AND CREATED BY A & P DRY DOCKS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE OF EACH OBLIGOR TO ANY SECURED CREDITOR ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 15 OCTOBER
2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 OCTOBER
2012**



Companies House
— for the record —



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