



Registration of a Charge

Company name: **EXOLUM-TS LTD**

Company number: **05563759**



XA012MEO

Received for Electronic Filing: **11/03/2021**

Details of Charge

Date of creation: **09/03/2021**

Charge code: **0556 3759 0001**

Persons entitled: **BNP PARIBAS S.A.**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

HERBERT SMITH FREEHILLS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5563759

Charge code: 0556 3759 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th March 2021 and created by EXOLUM-TS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th March 2021 .

Given at Companies House, Cardiff on 12th March 2021

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

SECURITY ACCESSION DEED

This Security Accession Deed is made on 9 March 2021

BETWEEN:

- (1) **EXOLUM TERMINALS UK LIMITED**, a company incorporated in England and Wales with registered number 12571095 (the **Original Chargor**);
- (2) The entities listed in Schedule 1 (each a **New Chargor** and together the **New Chargors**); and
- (3) **BNP PARIBAS S.A.**, as security trustee for itself and the other Secured Parties (the **Security Agent**).

RECITAL:

This deed is supplemental to a debenture dated 21 October 2020 between, amongst others, the Original Chargor and the Security Agent, as previously supplemented by earlier Security Accession Deeds (if any) (the **Debenture**).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (Construction) to 1.8 (Conflicts) of the Debenture will be deemed to be set out in full in this deed, but as if references in those clauses to the **Debenture** and other similar expressions were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture expressed to apply to it as if it had originally been a party to it as a Chargor.

2.2 Covenant to pay

Each New Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay or discharge its Secured Obligations when they fall due in the manner provided for in the Debt Documents.

2.3 Specific Security

Subject to Clause 1.5 (Excluded Assets) of the Debenture, each New Chargor, as continuing security for the payment of its Secured Obligations, charges in favour of the Security Agent with full title

guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest by way of first fixed charge:

- (a) all of its Shares in other Obligors (as defined in the Target Facility Agreement) and corresponding Related Rights;
- (b) all monies standing to the credit of its Accounts and all of its rights, title and interest in relation to those Accounts; and
- (c) if not effectively assigned pursuant to Clause 2.4 below, all Intercompany Receivables owing by an Obligor to the relevant New Chargor and all rights and claims in respect of those Intercompany Receivables.

2.4 Assignment

Subject to Clause 1.5 (Excluded Assets) of the Debenture, as continuing security for the payment of its Secured Obligations, each New Chargor assigns absolutely by way of security and with full title guarantee to the Security Agent, all its rights, title and interest in the Intercompany Receivables owing by an Obligor to the relevant New Chargor which are owned by it or in which it has an interest, subject in each case to re-assignment by the Security Agent to each New Chargor upon payment or discharge in full of such New Chargor's Secured Obligations.

2.5 Floating Charge

- (a) Subject to Clause 1.5 (Excluded Assets) of the Debenture, as further continuing security for the payment of its Secured Obligations, each New Chargor charges with full title guarantee in favour of the Security Agent by way of a floating charge, all its present and future assets, undertakings and rights.
- (b) The floating charge created by each New Chargor pursuant to this Clause is intended to be a "qualifying floating charge" for the purposes of paragraph 14.2(b) of Schedule B1 to the Insolvency Act 1986, provided that this paragraph shall be without recourse, representation or warranty in respect of any New Chargor.
- (c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the New Chargers pursuant to this Clause, and the Security Agent may appoint an administrator under Schedule B1 to the Insolvency Act 1986 for any New Chargor pursuant to this paragraph, provided that this paragraph shall be without recourse, representation or warranty in respect of any New Chargor.

2.6 Implied Covenants for Title

The Security created under this Debenture is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (other than as permitted under the Target Facility Agreement).

3. REPRESENTATIONS AND WARRANTIES

Each New Chargor represents and warrants to the Security Agent on the date of this deed that it has complied with any notices served on it under sections 790D and 790E of the Companies Act 2006 in relation to the shares in any Obligor incorporated in England and Wales included in the definition of Shares in Clause 1.1 (Definitions) of the Debenture.

4. NEGATIVE PLEDGE

Each New Chargor may not create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this deed except as permitted under the Finance Documents or with the prior consent of the Security Agent.

5. DISPOSALS

Each New Chargor shall not, whether in a single transaction or series of transactions (whether related or not and whether voluntary or involuntary), sell, lease, transfer or otherwise dispose of any Charged Property, except as permitted by the Debt Documents.

6. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this deed.
- (b) The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" or "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this deed.

7. FAILURE TO EXECUTE

Failure by one or more parties (**Non-signatories**) to execute this deed on the date hereof will not invalidate the provisions of this deed as between the other Parties who do execute this deed. Such Non-signatories may execute this deed on a subsequent date and will thereupon become bound by its provisions.

8. GOVERNING LAW

This deed (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed or its formation) and obligations of the Parties hereto and any matter, claim or dispute arising out of or in connection with this deed (including any non-contractual claims arising out of or in association with it) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this deed has been duly executed on the date first above written.

SCHEDULE 1

LIST OF NEW CHARGORS

New Chargor	Jurisdiction	Registration Number
Exolum-TS Limited	England and Wales	Company number 05563759
Exolum Terminals Limited	England and Wales	Company number 03795352
Exolum Seal Sands Limited	England and Wales	Company number 00465548
Exolum Immingham Limited	England and Wales	Company number 00244414
Exolum Eastham Limited	England and Wales	Company number 03619979
Exolum Storage Limited	England and Wales	Company number 03618750

SCHEDULE 2

SHARES

Name of Chargor holding shares	Name of Obligor issuing shares	Number and class of shares
Exolum-TS Limited (05563759)	Exolum Terminals Limited (03795352)	241,486,606 ordinary shares of £0.21
Exolum Terminals Limited (03795352)	Exolum Seal Sands Limited (00465548)	5,004 ordinary shares of £1.00
Exolum Terminals Limited (03795352)	Exolum Storage Limited (03618750)	42,001,000 ordinary shares of £1.00
Exolum Storage Limited (03618750)	Exolum Eastham Limited (03619979)	9,401,000 ordinary shares of £1.00

SCHEDULE 3

BANK ACCOUNTS

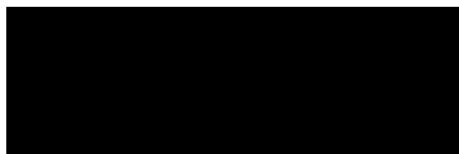
Name Chargor	of	Name and address of institution at which account is held	Account Number	Sort Code
Exolum-TS Limited		NatWest	██████████	██████
Exolum Terminals Ltd		NatWest	██████████	██████

SIGNATORIES TO SECURITY ACCESSION DEED

The Original Chargor

Executed as a deed by
EXOLUM TERMINALS UK
LIMITED
acting by:

)
)
)
)



Ignacio J. Casajus Lopez

Witness' signature



Witness' address



The New Chargor

EXECUTED and DELIVERED as a Deed
for and on behalf of
EXOLUM-TS LIMITED

)
)
)



Ignacio J. Casajus Lopez

By: _____

Witness: _____



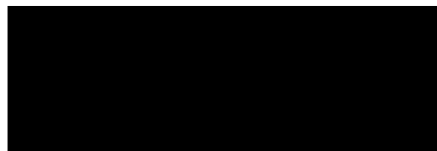
Name: _____

SOPHIA DAVIES

Address: _____



EXECUTED and DELIVERED as a Deed)
for and on behalf of)
EXOLUM TERMINALS LIMITED)



Ignacio J. Casajus Lopez

By:

Witness:



Name:

SOPHIA DAVLES

Address:



EXECUTED and DELIVERED as a Deed
for and on behalf of
EXOLUM SEAL SANDS LIMITED

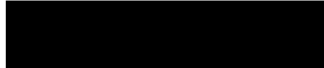
)
)
)



STEPHEN DAVID LAND

By:

Witness:



Name:

SOPHIA DAVIES

Address:



EXECUTED and DELIVERED as a Deed
for and on behalf of
EXOLUM IMMINGHAM LIMITED

)
)
)



STEPHEN DAVID LAND

By:

Witness:



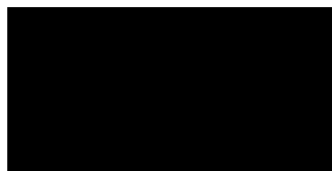
Name:

SOPHIA DAVIES

Address:



EXECUTED and DELIVERED as a Deed)
for and on behalf of)
EXOLUM EASTHAM LIMITED)



STEPHEN DAVID LAND

By:

Witness:



Name:

SOPHIA DAVIES

Address:



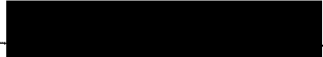
EXECUTED and DELIVERED as a Deed)
for and on behalf of)
EXOLUM STORAGE LIMITED)



STEPHEN DAVID LAND

By:

Witness:



Name:

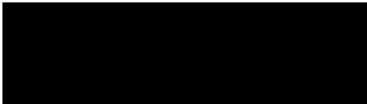
SOPHIA DAVIES

Address:



The Security Agent

EXECUTED and DELIVERED as a Deed)
for and on behalf of)
BNP PARIBAS S.A.)

By: 
Jorge I. Guzman on de Poma
Head of Agency Iberia

Witness: _____

Name: _____

Address: _____


Antonia Velasco Llech
Agency Iberia