



Registration of a Charge

Company Name: **CLYDEPORT OPERATIONS LIMITED**

Company Number: **SC134759**



Received for filing in Electronic Format on the: **14/04/2022**

XB1WBASG

Details of Charge

Date of creation: **04/04/2022**

Charge code: **SC13 4759 0030**

Persons entitled: **DEUTSCHE TRUSTEE COMPANY LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

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: **LINKLATERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 134759

Charge code: SC13 4759 0030

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th April 2022 and created by CLYDEPORT OPERATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2022 .

Given at Companies House, Edinburgh on 14th April 2022

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

DEED OF CHARGE

11 April 2022

Date

THIS DEED dated 4 April 2022 is made **BETWEEN**:

- (1) Clydeport Operations Limited (the "**Company**"), a company incorporated in Scotland (Registered No.: SC134759) whose registered office is situated at 16 Robertson Street, Glasgow, Strathclyde, Scotland, G2 8DS;
- (2) Each of the companies named as Obligors in the Obligor Deed of Charge referred to below (the "**Obligors**"); and
- (3) Deutsche Trustee Company Limited as the Borrower Security Trustee.

WHEREAS:

- (A) The Obligors have entered into a deed of charge dated 11 December 2012 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Obligor Deed of Charge**") between the Obligors and the Borrower Security Trustee as trustee for itself and on behalf of the other Borrower Secured Creditors.
- (B) The Obligors have entered into a common terms agreement dated 11 December 2012 (the "**CTA**") and the Borrower has entered into certain Finance Documents pursuant to which, amongst other things, facilities have been made available to the Borrower.
- (C) On 31 March 2022, the Company subscribed for 50 ordinary shares of £1 each in the issued share capital of shares in Inchgreen Marine Park Limited (the "**New Shares**").
- (D) Pursuant to Paragraph 8 (*Security*) of Part 3 (*General Covenants*) of Schedule 2 (*Obligor Group Covenants*) to the CTA, the Company has agreed, on acquiring any asset which would not be immediately and effectively charged by the then existing Obligor Security Documents and: (i) is of a type which is subject to a first fixed charge under the then existing Obligor Security Documents; or (ii) is otherwise material to the Core Business of the Peel Ports Group, to execute such further or additional Obligor Security Documents in relation to such assets to the satisfaction of the Borrower Security Trustee. Accordingly, the Company is entering into this Deed and thereby pledging and assigning all of its right, title and interest from time to time in and to the New Shares.

NOW THIS DEED WITNESSES as follows:

Unless otherwise defined herein, terms defined in or incorporated by reference to the Obligor Deed of Charge have the same meanings in this Deed. In addition, the following term has the following meaning for the purposes of this Deed:

"Equivalent ODC Provisions" means provisions upon the same terms as all provisions of the Obligor Deed of Charge and clause references to the Equivalent ODC Provisions use the same numbering as the clauses of the Obligor Deed of Charge.

- 1** The Obligors hereby agree to all matters provided for herein.
- 2** The parties to this Deed hereby agree that from the date of this Deed the Equivalent ODC Provisions apply to the New Shares as if the Equivalent ODC Provisions were set out in this Deed in full.
- 3** The Company, with absolute warrandice, as security for the payment, discharge and performance of all the Secured Liabilities, hereby pledges and assigns in favour of the

Borrower Security Trustee (as trustee for itself and each of the other Borrower Secured Creditors), all of its right, title and interest from time to time in and to the New Shares and all dividends, interest and other monies payable in respect of those New Shares and all Related Rights (whether derived by way of redemption, bonus, preference, options, substitution, conversion, compensation or otherwise).

- 4 To the extent not validly and effectively pledged and assigned pursuant to Clause 3 and, without limiting the generality of the other provisions of this Deed, without limiting the generality of the other provisions of this Deed, pursuant to the terms hereof, the Company with absolute warrandice, as security for the payment, discharge and performance of all the Secured Liabilities, hereby agrees that the Company's estates and other interests in the New Shares for the purposes of Clause 5.5 (*Fixed charge over Investments and Shares*) of the Equivalent ODC Provisions, as such provision applies in relation to the Company (together with all Related Rights) are hereby mortgaged, charged or pledged as provided in such provision and the other provisions of the Equivalent ODC Provisions.
- 5 On the date of this Deed, the Company will deposit with the Borrower Security Trustee (or procure the deposit of) all certificates or other documents of title to the New Shares and stock transfer forms made out in the name of the Borrower Security Trustee (or its nominee) duly dated and executed in relation to the New Shares.
- 6 Promptly following the accrual, offer or issue of any stocks, shares, warrants or other securities in respect of or derived from the New Shares (or upon acquiring any interest therein), the Company will immediately deposit with the Borrower Security Trustee (or procure the deposit of): (i) all certificates or other documents of title representing such items; and (ii) stock transfer forms made out in the name of the Borrower Security Trustee (or its nominee) duly dated and executed in respect thereof as the Borrower Security Trustee may request.
- 7 Promptly following this Deed becoming effective, a copy of the register of members of Inchgreen Marine Park Ltd Limited certified as true evidencing BT Globenet Nominees Limited (as nominee for the Borrower Security Trustee) as holder of the New Shares will be delivered to the Borrower Security Trustee by the Company or the Obligor's Agent.
- 8 The provisions of clauses 1.3 to 1.8, clause 4, clauses 8 to 31 and clause 33 of the Obligor Deed of Charge are deemed to be incorporated into this Deed with all necessary modifications as if they were set out in full in this Deed, subject to the provisos that: (i) notwithstanding the provisions of the Obligor Deed of Charge (including without limitation Clause 10.1.2 thereof), no dividends, interest nor other monies or distributions of an income nature in respect of the New Shares shall be paid to the Borrower Security Trustee or its nominee; and (ii) instead, the Borrower Security Trustee's nominee which will hold the New Shares shall direct Inchgreen Marine Park Limited to make any such payments to the Company, and the Borrower Security Trustee's obligations under Clause 10.1.2 of the Obligor Deed of Charge as incorporated herein shall be satisfied by its nominee so directing.
- 9 Except insofar as supplemented hereby, the Obligor Deed of Charge will remain in full force and effect. References in the Obligor Deed of Charge to "this Deed", "hereof", "hereunder"

and expressions of similar import are deemed to be references to the Obligor Deed of Charge as supplemented by this Deed and to this Deed.

10 This Deed is an Obligor Security Document.

11 This Deed and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law, except clause 3 which is governed by Scots law and all terms particular to Scots law shall be construed in accordance with Scots law.

THIS DEED has been executed as, and is intended to take effect as, as a deed by each Obligor and has been signed by the Borrower Security Trustee on the date written on the first page of this Deed.

The Company

EXECUTED as a ~~DEED~~ by **CLYDEPORT OPERATIONS LIMITED**

By:

Witness

Name:

Address

Occupation:

ADRIAN BREAKSPEAR
THE MARITIME CENTRE, PORT OF LIVERPOOL
(CHARTERED) ACCOUNTANT

Obligor Group Agent

EXECUTED as a DEED by **PEEL PORTS**

LIMITED

By:

Witness:

Name:

Address

Occupation:

ADRIAN BREAKSPEAR.
THE MARITIME CENTRE, PORT OF LIVERPOOL
(CHARTERED) ACCOUNTANT

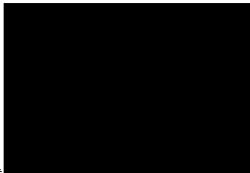
The Borrower Security Trustee

Signed as a deed by **DEUTSCHE TRUSTEE
COMPANY LIMITED**

acting by an attorney in the presence of

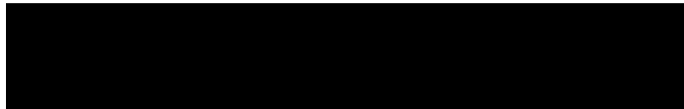


Attorney



Name: HASSAN ALI

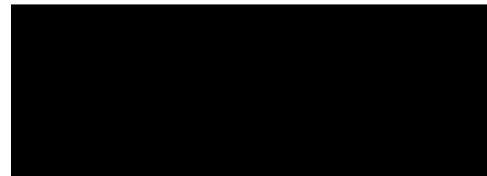
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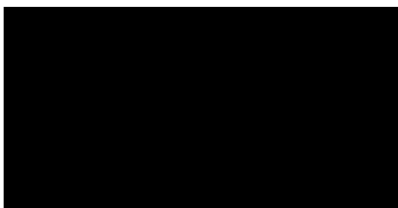
Address:

Winchester House
1 Great Winchester Street
London
EC2N 2DB

acting by an attorney in the presence of

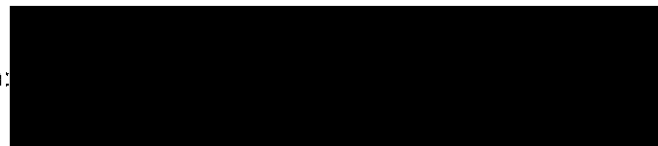


Attorney



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Occupation:



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