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CHFP025

COMPANIES FORM No. 410 (Scot)

Particulars of a charge created by a company registered in Scotland**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge****410***Please do not write in this margin*

Pursuant to section 410 of the Companies Act 1985

*Please complete legibly, preferably in black type, or bold black lettering*To the Registrar of Companies
(Address overleaf - Note 6)3
For official useCompany Number
SC197892

Name of company

** insert full name of company****Ocean Terminal Developments Limited (the "Chargor")**

Date of creation of the charge (note 1)

13 March 2009

Description of the instrument (if any) creating or evidencing the charge (note 1)

Bond and Floating Charge

Amount secured by the charge

All present and future obligations and liabilities of the Chargor to the Finance Parties under the Finance Documents and the Subordinated A Creditors under the Subordinated A Finance Documents (or any of them), whether actual, contingent, sole, joint and/or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Finance Parties and the Subordinated A Creditors (or any of them).**All defined terms have the same meaning as ascribed to them in the Schedule attached.**

Names and addresses of the persons entitled to the charge

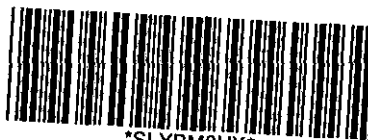
**Bank of Scotland plc
The Mound
Edinburgh
EH1 1YZ
(the "Security Trustee")**

Presentor's name address telephone number and reference (if any):

**Burness LLP
50 Lothian Road
Festival Square
Edinburgh EH3 9WJ****Tel: 0131 473 6000
Ref: BAN/0005/2719/GLXM**For official use (10/03)
Charges Section

Post room

THURSDAY



SCT

SLYBM8HX

26/03/2009

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COMPANIES HOUSE

Short particulars of all the property charged.

Please do not write in this margin

The whole of the property (including uncalled capital) which is or may be from time to time while the Charge is in force comprised in the property and undertaking of the Chargor (the "Secured Assets").

Please complete legibly, preferably in black type, or bold block lettering

All defined terms have the same meaning as ascribed to them in the Schedule attached.

Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision (note 2)

The floating charge created by the Charge shall, subject to Section 464(2) of the Companies Act 1985, rank in priority to any fixed security which shall be created by the Chargor after its execution of the Charge, other than a fixed security in favour of the Security Trustee and to any other floating charge which shall be created by the Chargor after the execution of the Charge and, subject as aforesaid, no such fixed security or other floating charge shall rank in priority to or equally with the Charge.

Except with the prior written consent of the Security Trustee, the Chargor shall not create, incur, assume or permit to subsist any Encumbrance on all or any part of the Secured Assets except for:-

- (i) any Encumbrance arising under or pursuant to or expressly permitted by the terms of the Facility Agreement; or
- (ii) liens arising solely by operation of law in the ordinary course of the Chargor's trade or business, provided that any such lien must be discharged by the Chargor within seven days of it arising.

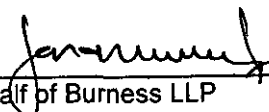
All defined terms have the same meaning as ascribed to them in the Schedule attached.

Particulars as to commission, allowance or discount paid (see section 413(3))

N/A

A fee is payable to Companies House in respect of each register entry for a mortgage or charge.
(See Note 5)

Signed



Date:

26.03.09

For and on behalf of Burness LLP

* delete as appropriate

On behalf of chargee

NOTES:

1. A description of the instrument eg. "Standard Security", "Floating Charge" etc. should be given. For the date of creation of a charge see section 410(5) of the Act. (Examples - date of signing of an Instrument of Charge; date of recording/registration of a Standard Security; date of intimation of an Assignment.)
2. In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.
3. A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge. In the case of a charge created out of the United Kingdom comprising property situated outside the U.K., within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the U.K. Certified copies of any other documents relevant to the charge should also be delivered.
4. A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to Companies House.
6. The address of the Registrar of Companies is: Companies House, 37 Castle Terrace, Edinburgh EH1 2EB.
DX 235 Edinburgh or LP - 4 Edinburgh 2

Schedule relative to Companies House Form No. 410 (Scot) in respect of Ocean Terminal Developments Limited
Registered Number: SC197892

In this form 410:-

"Agent" means Bank of Scotland plc as agent of the other Finance Parties;

"Accession Letter" has the meaning ascribed to it in the Facility Agreement;

"Affiliate" has the meaning as ascribed to it in the Facility Agreement;

"Arranger" means Bank of Scotland plc as mandated lead arranger;

"the Borrower" means Ocean Terminal Limited a company incorporated under the Companies Acts with registered number SC178696 and having its registered office at 1 Prince of Wales Dock, Edinburgh, Midlothian, EH6 7DX;

"the Charge" means the bond and floating charge by the Chargor in favour of the Lender dated 13 March 2009;

"Charging Subsidiaries" means Ocean Terminal Developments Limited (SC197892) having its registered office at 1 Prince of Wales Dock, Edinburgh, Midlothian EH6 7DX and Ocean Terminal Services Limited (SC197891) having its registered office at 1 Prince of Wales Dock, Edinburgh, Midlothian EH6 7DX;

"the Chargor" means Ocean Terminal Developments Limited, a company incorporated under the Companies Acts with registered number SC197892 and having its registered office at 1 Prince of Wales Dock, Edinburgh, Midlothian EH6 7DX;

"Compliance Certificate" has the meaning ascribed to it in the Facility Agreement;

"Deferred Fee" has the meaning ascribed to it in the Intercreditor Agreement;

"Encumbrance" means any mortgage, pledge, lien, charge, assignment by way of security, assignation in security, hypothec, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Facility Agreement" means the facility agreement dated 13 March 2009 between the Borrower and together with the Charging Subsidiaries as Original Guarantors, Bank of Scotland plc as Arranger, Agent, Original Lender and the Security Trustee;

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arrangers and the Chargor (or the Agent and the Chargor or the Security Trustee and the Chargor) setting out the fees referred to in the Facility Agreement.

"Finance Documents" means the Facility Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor

Agreement, any Resignation Letter, any Transfer Certificate, the Transaction Security Document, any Utilisation Request and any other document designated as a **"Finance Document"** by the Agent and the Chargor;

"Finance Parties" means the Agent, the Arranger, the Security Trustee, a Lender or a Hedge Counterparty;

"Hedge Counterparty" means a Lender, or an Affiliate of a Lender, which is or has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement, and which has entered into a Hedging Agreement;

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Chargor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facility in accordance with the Facility Agreement;

"Intercreditor Agreement" means the intercreditor agreement dated 13 March 2009 and 17 March 2009 between, among others, the Chargor, the Borrower, Bank of Scotland plc as Agent, Security Trustee and Hedge Counterparty, Forth Ports PLC and Uberior Ventures Limited;

"Lender" means (a) any Original Lender; and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the Facility Agreement;

"Loan Notes" means the guaranteed secured subordinated loan notes due 2013 of the Chargor;

"Loan Note Documents" means the Loan Note and Loan Note Instrument in agreed form and any other documents entered into pursuant to any of them;

"Loan Note Instrument" means the instrument pursuant to which the Loan Notes are, or are to be, contributed;

"Loan Note Holders" means the holders of any Loan Notes from time to time;

"Obligor" has the same meaning ascribed to it in the Facility Agreement;

"Original Guarantors" means Ocean Terminal Development Limited with registered number SC197892 and Ocean Terminal Services Limited with registered number SC197891;

"Original Lender" means Bank of Scotland plc;

"Party" means a party to the Facility Agreement;

"Resignation Letter" has the same meaning as ascribed to it in the Facility Agreement;

“Subordinated A Creditors” means each of the following in their capacities as Loan Note Holders and in the case of Forth Ports PLC also in their capacity as creditor in relation to the Deferred Fee:-

- (i) Uberior Ventures Limited, a company incorporated under the Companies Acts with registered number SC235067 and having its registered office at Level 1 Citymark, 150 Fountainbridge, Edinburgh EH3 9PE; and
- (ii) Forth Ports PLC, a company incorporated under the Companies Acts with registered number SC134741 and having its registered office at 1 Prince of Wales Dock, Edinburgh, Midlothian EH6 7DX;

and, in each case, any successors thereof and any assignees, transferees or substitutes therefore in accordance with the Intercreditor Agreement;

“Subordinated A Finance Documents” means:-

- (i) the Loan Note Documents;
- (ii) the Fee Letter to the extent of the Deferred Fee;
- (ii) any instrument of transfer and other agreements or instruments supplemental thereto or amending or novating the same; and
- (iii) any document combining and/or restating and/or providing for the refinancing of all or any of the foregoing documents;

“Term Facility” has the same meaning as ascribed to it in the Facility Agreement;

“Transfer Certificate” has the same meaning as ascribed to it in the Facility Agreement;

“Transaction Security Document” means each of the documents listed as being a Transaction Security Document in the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any security over all or part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents;

“Utilisation Request” has the same meaning as ascribed to it in the Facility Agreement;



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A CHARGE**

COMPANY NO. 197892

CHARGE NO. 3

I HEREBY CERTIFY THAT A CHARGE CREATED BY OCEAN
TERMINAL DEVELOPMENTS LIMITED

ON 13 MARCH 2009

FOR SECURING ALL SUMS DUE OR TO BECOME DUE

IN FAVOUR OF BANK OF SCOTLAND PLC

WAS DELIVERED PURSUANT TO SECTION 410 OF THE
COMPANIES ACT 1985 ON 26 MARCH 2009

GIVEN AT COMPANIES HOUSE, EDINBURGH 27 MARCH 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES