

MR01

Particulars of a charge

Laserform

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A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companies.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08

FRIDAY



A16 15/08/2014 #366
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number: 0 1 9 6 0 4 8 4
Company name in full: Southampton Container Terminals Limited
(the "Chargor")

☐ ☐ ☒ For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date: d1 d2 m0 m8 y2 y0 y1 y4

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name: SCT Pension Trustees Limited (the "Trustee")

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The security agreement creates a fixed charge over all its rights to certain contained cranes

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

x Mayer Brown International LLP x

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

MR01

Particulars of a charge



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. The contact information you give will be visible to searchers of the public record.

Contact name Sophie Musson

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town

County/Region London

Postcode E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone +44 (0) 20 3130 3000



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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 enquires@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1960484

Charge code: 0196 0484 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2014 and created by SOUTHAMPTON CONTAINER TERMINALS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2014

Given at Companies House, Cardiff on 22nd August 2014



Companies House



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

EXECUTION VERSION

SECURITY AGREEMENT

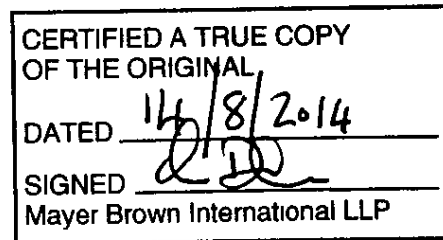
DATED 12 August 2014

BETWEEN

Southampton Container Terminals Limited

- and -

SCT Pension Trustees Limited as trustee of the S.C T Pension Scheme



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THIS DEED is dated 12 August 2014 between

- (1) Southampton Container Terminals Limited (Registered number 01960484) (the **Chargor**), and
- (2) SCT Pension Trustees Limited (Registered number 02420498) as trustee of the S C T Pension Scheme (the **Trustee**).

BACKGROUND

It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed

Act means the Law of Property Act 1925

Cranes means each of the following

- (a) the Liebherr container crane with the model number P197L-S and work number IR1734 operating on the Working Position,
- (b) the Liebherr container crane with the model number P197L-S and work number IR1735 operating on the Working Position,
- (c) the Liebherr container crane with the model number L1808 and work number QC41C operating on the Working Position,
- (d) the Liebherr container crane with the model number L1809 and work number QC29D operating on the Working Position, and
- (e) the Liebherr container crane with the model number L1767 and work number QC28E operating on the Working Position (the "**Relevant Crane**")

Event of Default means an event specified as such in Clause 5 (Default)

IA means the Insolvency Act 1986

Insolvency Event means

- (a) an 'insolvency event' as defined in section 121 of the Pensions Act 2004 or regulations made from time to time thereunder, or
- (b) the receipt by the Trustees of written confirmation from the Pension Protection Fund that one or other of the conditions in s130(1) Pensions Act 2004 is met.

Insurance means any policy or contract of insurance in respect of the Cranes and including, for the avoidance of doubt, any renewal of or replacement for any policy or contract of

insurance and in relation to the Chargor "**its Insurances**" means all Insurances in which it has any rights (including as loss payee or additional insured)

Licence means the ABP licence to SCT for use of Southampton Docks until 2022

Material Adverse Effect means a material adverse effect on any of the following

- (a) the ability of the Chargor to perform its obligations under this Deed,
- (b) the validity or enforceability of this Deed,
- (c) any right or remedy of the Trustee under this Deed

Party means a party to this Deed

Pension Protection Fund means the Board of the Pension Protection Fund as established under Part 2 of the Pensions Act 2004

Proposals has the meaning given to it in Clause 18 (Amendments)

Receiver means a receiver and manager or a receiver, in each case, appointed under this Deed

Reservations means

- (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court and damages may be regarded as an adequate remedy,
- (b) the limitation on enforcement as a result of laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws affecting the rights of creditors generally,
- (c) the statutory time-barring of claims,
- (d) defences of set off or counterclaim,
- (e) rules against penalties and similar principles,
- (f) the fact that security which is described as fixed security may in fact be floating security,
- (g) the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of stamp duty may be void,
- (h) the fact that a court may refuse to give effect to a purported contractual obligation to pay costs imposed upon another person in respect of costs of an unsuccessful litigation brought against that person or may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before that court or that a court may stay proceedings if concurrent proceedings based on the same grounds and between the same parties have previously been brought before another court,
- (i) steps for perfection not required by the terms of this Deed to be taken,

and any other reservations or qualifications of law contained in any legal opinion delivered to the Trustee or the Chargor in respect of this Deed

Scheme means the S C T Pension Scheme

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Chargor to make payments to the Scheme up to a maximum amount equal to the entire aggregate liability, on the date on which any liability under this Deed arises, of every employer (within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) in relation to the Scheme, were a debt under Section 75(2) of the Pensions Act 1995 to have become due on that date

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full

Southampton Docks means the docks located at 204-207, Western Docks, Southampton, SO15 1DA

Valuation means a valuation of the Chargor's interest in the Cranes by the Valuer, addressed to the Trustee and prepared on the basis of the market value.

Valuer means World Crane Services, Dubai or any other valuer appointed by the Trustee.

Working Position means the premises occupied by DP World Southampton in Southampton Docks where the Cranes are positioned

1.2 Construction

- (a) In this Deed unless the contrary intention appears, a reference to
- (i) **assets** includes present and future properties, revenues and rights of every description,
 - (ii) an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration or notarisation,
 - (iii) **disposal** means a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly,
 - (iv) **this Security** means any security created by this Deed,
 - (v) a **person** includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality,
 - (vi) a **right** includes any estate, interest, remedy, power, authority, discretion or other right of any kind, both present and future,

- (vii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which persons to which it applies are accustomed to comply) or any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
 - (viii) a **currency** is a reference to the lawful currency for the time being of the relevant country,
 - (ix) a **provision of law** is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation,
 - (x) a Clause, a Subclause, a Paragraph, a Subparagraph or a Schedule is a reference to a clause, subclause, paragraph or subparagraph of, or a schedule to, this Deed,
 - (xi) a Party or any other person includes its successors in title, permitted assigns and permitted transferees, and
 - (xii) a **time of day** is a reference to London time
- (b) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of this Deed, no consent of any third party is required for any variation (including any release or compromise of any liability) or termination of this Deed
 - (c) The headings in this Deed do not affect its interpretation
 - (d) Any covenant of the Chargor under this Deed (other than a payment obligation which has been waived) remains in force throughout the Security Period
 - (e) If the Trustee consider that an amount paid to them under this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed

2. CREATION OF SECURITY

2.1 General

All the security created under this Deed

- (a) is created in favour of the Trustee,
- (b) is security for the payment of all the Secured Liabilities, and
- (c) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

2.2 Fixed charge

The Chargor charges by way of a first fixed charge all its rights to, and in respect of, the Cranes from time to time

The Chargee hereby acknowledges that the Chargor is not a legal owner of the Relevant Crane as of the date of this Deed

3. REPRESENTATIONS – GENERAL

3.1 Representations

The representations set out in this Clause are made by the Chargor to the Trustee

3.2 Status

It is a limited liability company, duly incorporated and validly existing under the laws of its jurisdiction of incorporation

3.3 Powers and authority

It has the power to enter into and perform, and has taken all necessary action to authorise the entry into and performance of, this Deed and the transactions contemplated by this Deed

3.4 Legal validity

Subject to the Reservations, this Deed is its legally binding, valid and enforceable obligation

3.5 Non-conflict

The entry into and performance by it of, and the transactions contemplated by, this Deed do not conflict with

- (a) any law or regulation applicable to it,
- (b) its constitutional documents, or
- (c) any document which is binding upon it

3.6 Insolvency

No.

- (a) corporate action, legal proceeding or other procedure or step described in Clause **Error! Reference source not found.** (Insolvency proceedings),
- (b) creditors' process described in Clause 5.5 (Creditors' process),

has been taken or threatened in relation to the Chargor and none of the circumstances described in Clause **Error! Reference source not found.** (Insolvency) applies to the Chargor.

3.7 No default

No event or circumstance is outstanding which constitutes a default under any document which is binding on it or any of its assets to an extent or in a manner which has or is reasonably likely to have a Material Adverse Effect

3.8 Authorisations

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed have been obtained or effected (as appropriate) and are in full force and effect

3.9 Litigation

No litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened, against it which have or, if adversely determined, are reasonably likely to have a Material Adverse Effect

3.10 Nature of security

Subject to the Reservations

- (a) This Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside on the liquidation or administration of the Chargor or otherwise
- (b) The security created by this Deed constitutes a first priority Security Interest of the type described over the Cranes and the Cranes are not subject to any prior or pari passu Security Interest
- (c) The Cranes are held by the Chargor free from any Security Interest.

3.11 Title

- (a) It is the legal and beneficial owner of the Cranes other than the Relevant Crane. It will become a legal and beneficial owner of the Relevant Crane as of 6 October 2014.
- (b) No breach of any law or regulation by the Chargor is outstanding which affects or might affect adversely and materially the value of the Cranes
- (c) There are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting the Cranes which have or are reasonably likely to have a Material Adverse Effect
- (d) Other than in respect of the Relevant Crane, it has received no notice of any adverse claims by any person in respect of the ownership of the Cranes or any interest in the Cranes, nor has any acknowledgement been given to any person in respect of the Cranes

3.12 Times for making representations

- (a) The representations set out in this Deed (including in this Clause) are made on the date of this Deed

- (b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by the Chargor on each date during the Security Period
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition

4. COVENANTS

4.1 General

The Chargor agrees to be bound by the covenants set out in this Clause.

4.2 Notification of breach

The Chargor must notify the Trustee of any breach of any of the provisions of this Deed which has or is reasonably likely to have a Material Adverse Effect promptly upon becoming aware of its occurrence .

4.3 Authorisations

The Chargor must promptly obtain, maintain and comply with the terms of any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of, this Deed

4.4 Compliance with laws

The Chargor must comply in all respects with all laws to which it is subject where failure to do so has or is reasonably likely to have a Material Adverse Effect.

4.5 Disposals and negative pledge

The Chargor must not create or permit to subsist any Security Interest (other than this security) on the Cranes

4.6 Management of the Cranes

The Chargor shall manage the Cranes in a proper and efficient manner and in particular shall

- (a) keep the Cranes in a good substantial state of repair and in good working order and condition and will, as necessary, appoint specialist contractors to fulfil this Clause 4 6(a),
- (b) hold all necessary operating certificates and licences required for the operation of the Cranes;
- (c) ensure the annual inspection of the Cranes by Royal Sun Alliance or other company qualified and accredited to carry out such an inspection,
- (d) other than in the course of normal maintenance or as required by law or for safety reasons, not, without the prior written consent of the Trustee make, permit or allow the pulling down or removal of the whole or any material part of the Cranes from their Working Position in Southampton Docks;

- (e) other than in the course of normal maintenance or as required by law or for safety reasons, not, permit or allow to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the security held by the Trustee or the value of any of the Cranes which has or is reasonably likely to have a Material Adverse Effect and shall immediately inform the Trustee of anything which occurs which might have that effect,
- (f) operate the Cranes in accordance with the manufacturer's instructions and the relevant industry's best practice along with all applicable agreements and laws in relation to the Cranes and their operation where failure to do so would have a Material Adverse Effect, and
- (g) ensure that any spare part which is affixed to the Cranes is charged to the Trustee

4.7 Insurance

- (a) The Chargor must insure the Cranes against
 - (i) loss or damage by fire,
 - (ii) other risks normally insured against by persons carrying on the same class of business as that carried on by it,
 - (iii) any other risks which the Trustee may reasonably require on review of the insurance policy, and
 - (iv) public liability for the damage or destruction of third parties' property
- (b) Any Insurance must be in a sum or sums not less than the replacement value of the Cranes. For this purpose, **replacement value** means the total cost of entirely rebuilding, reinstating or replacing the Cranes in the event of their being completely destroyed, together with any related fees
- (c) Any Insurance required under this Clause must be
 - (i) in an amount and form acceptable to the Trustee, and
 - (ii) with an insurance company or underwriter that is acceptable to the Trustee
- (d) If the Trustee give notice to the Chargor that the insurance company or underwriter has ceased to be acceptable to them, the Chargor shall put in place replacement Insurances in accordance with this Clause with an insurance company or underwriter that is acceptable to the Trustee by the date which is the earlier of the date of the expiry of the relevant policy and the date falling 60 days after the date of the notice from the Trustee
- (e) All moneys received or receivable under any Insurance in respect of the Cranes must be applied.
 - (i) in replacing, restoring or reinstating the Cranes destroyed or damaged or in any other manner which the Trustee may agree, or

- (ii) after a Default has occurred, if the Trustee so direct and the terms of the relevant Insurances allow, in or towards satisfaction of the Secured Liabilities
- (f) The Chargor must ensure that each Insurance policy contains
 - (i) a standard mortgagee clause under which the Insurance will not be vitiated or avoided as against the Trustee as a result of any misrepresentation, act or neglect or failure to disclose on the part of any insured party or any circumstances beyond the control of an insured party, and
 - (ii) terms providing that it will not, so far as the Trustee are concerned, be invalidated for failure to pay any premium due without the insurer giving to the Trustee not less than 14 days' notice in writing.
- (g) The Chargor must not do or permit anything to be done which may make void or voidable any policy of Insurance in connection with any Cranes
- (h) The Chargor must promptly pay all premiums and do all other things necessary to keep each policy of Insurance in respect of the Cranes in force
- (i) The Chargor must, immediately on demand by the Trustee, produce to the Trustee the policy, certificate or cover note relating to any Insurance policy in respect of the Cranes and the receipt for the payment of any premium for any such Insurance policy as the Trustee may request

4.8 Valuations

- (a) The Chargor shall permit a Valuation to be carried out by the Valuer for the Trustee
 - (i) on each anniversary of the initial Valuation while the Secured Liabilities remain outstanding,
 - (ii) in conjunction with a Proposal to release a Crane from this Security pursuant to Clause 18(a)(ii), and
 - (iii) in conjunction with the taking of security over a Crane or Cranes
- (b) The Chargor must on demand by the Trustee pay the costs of any Valuation requested by the Trustee at any time when an Event of Default is outstanding
- (c) The Chargor must supply to the Trustee a copy of any valuation of the Cranes it obtains, promptly upon obtaining it

4.9 Notices

The Chargor must, within 14 days after the receipt by the Chargor of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the Cranes that has or is reasonably likely to have a Material Adverse Effect

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

4.10 Access

The Chargor must

- (a) request from ABP that a waiver is obtained in respect of the Licence and itself grant any permission necessary within 15 days of notice from the Trustee allowing the Trustee free access to Southampton Docks in order to enforce its rights under Clause 4.11 (Power to remedy); and
- (b) grant any permission necessary within 15 days of notice from the Trustee to permit the Trustee and any person nominated by them free access at all reasonable times to enter any part of Southampton Docks and examine without in any way interfering with the normal operation of the Cranes the state and condition of the Cranes

4.11 Power to remedy

If the Chargor fails to perform any term affecting the Cranes and fails to remedy the failure within 30 days of notice from the Trustee to do so, the Chargor must allow the Trustee or their agents and contractors

- (a) to enter any part of the Southampton Docks,
- (b) to comply with or object to any notice served on the Chargor in respect of the Cranes, and
- (c) to take any action as the Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice

The Chargor must immediately on request by the Trustee pay the costs and expenses of the Trustee or their agents and contractors incurred in connection with any action taken by them under this Subclause

4.12 Notifiable events

The Chargor shall promptly notify the Trustee upon becoming aware that any event has occurred in respect of the Chargor which would (or would if the Chargor were an employer in relation to the Scheme within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) require notification to the Pensions Regulator in accordance with section 69 of the Pensions Act 2004 and any regulations and directions made thereunder

4.13 Substitution of Cranes

The Chargor shall not, without the prior written consent of the Trustee, substitute the whole or any material part of any of the Cranes other than in the course of normal maintenance or as required by law or for safety reasons

5. DEFAULT

5.1 Events of Default

Each of the events set out in this Clause is an Event of Default

5.2 Failure to pay

The Chargor fails to pay the Secured Liabilities to the Scheme unless the non-compliance

- (a) is capable of remedy; and
- (b) is remedied within 30 days of the earlier of the Trustee giving notice and the Chargor becoming aware of the non-compliance

5.3 Misrepresentation

A representation made or repeated by the Chargor in this Deed is incorrect or misleading in any material respect when made or deemed to be repeated, unless the circumstances giving rise to the misrepresentation

- (a) are capable of remedy, and
- (b) are remedied within fourteen days of the earlier of the Trustee giving notice and the Chargor becoming aware of the non-compliance

5.4 Insolvency

An Insolvency Event occurs in respect of the Chargor which has been notified to the Trustee and not remedied within 30 days from receipt of the notice

5.5 Creditors' process

Any attachment, sequestration, distress, execution or analogous event affects any assets of the Chargor, and is not discharged within 14 days

5.6 Cessation of business

The Chargor ceases, or threatens to cease, to carry on business

5.7 Effectiveness of this Deed

- (a) It is or becomes unlawful for the Chargor to perform any of its obligations under this Deed to an extent which has or is reasonably likely to have a Material Adverse Effect
- (b) This Deed is not effective in accordance with its terms or is alleged by the Chargor to be ineffective in accordance with its terms for any reason and such ineffectiveness is not rectified within 30 days of the Trustee notifying the Chargor of the required remedy
- (c) The Chargor repudiates this Deed or evidences an intention to repudiate this Deed

6. WHEN SECURITY BECOMES ENFORCEABLE

6.1 Event of Default

This Security will become immediately enforceable if an Event of Default occurs and is not remedied within 30 days of notice from the Trustee and will cease to be enforceable when any outstanding Event of Default is remedied or waived

6.2 Discretion

At any time when this Security is enforceable, the Trustee may in their absolute discretion enforce all or any part of this Security in any manner they see fit

6.3 Power of sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time when this Security is enforceable

7. ENFORCEMENT OF SECURITY

7.1 General

Section 93 of the Act (restricting the right of consolidation) do not apply to this Security

7.2 No liability as mortgagee in possession

No Trustee or Receiver will be liable, by reason of entering into possession of the Cranes, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

7.3 Privileges

Each Receiver and the Trustee are entitled to all the rights, conferred by the Act on mortgagees and receivers duly appointed under the Act, except that Section 103 of the Act does not apply

7.4 Protection of third parties

No person (including a purchaser) dealing with the Trustee or a Receiver or its or his agents will be concerned to enquire

- (a) whether the Secured Liabilities have become payable,
- (b) whether any power which the Trustee or a Receiver is/are purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due in respect of the Secured Liabilities; or
- (d) how any money paid to the Trustee or to that Receiver is to be applied

7.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Trustee may
 - (i) redeem any prior Security Interest against the Cranes, and/or
 - (ii) procure the transfer of that Security Interest to themselves, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer, any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor

- (b) The Chargor must pay to the Trustee, immediately on demand, the costs and expenses incurred by the Trustee in connection with any such redemption and/or transfer, including the payment of any principal or interest

8. RECEIVER

8.1 Appointment of Receiver

- (a) Except as provided below, the Trustee may appoint any one or more persons to be a Receiver of all or any part of the Cranes if
 - (i) this Security has become enforceable, or
 - (ii) the Chargor so requests the Trustee in writing at any time
- (b) Any appointment under Paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Trustee are not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the IA

8.2 Removal

The Trustee may by writing (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by them and may, whenever they think fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

8.3 Remuneration

The Trustee may fix the remuneration of any Receiver appointed by them and the maximum rate specified in Section 109(6) of the Act will not apply

8.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) The Trustee will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

8.5 Relationship with Trustees

To the fullest extent allowed by law, any right conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised

by the Trustee in relation to the Cranes without first appointing a Receiver and notwithstanding the appointment of a Receiver

9. POWERS OF RECEIVER

9.1 General

- (a) A Receiver has all of the rights set out below in this Clause in addition to those conferred on it by any law, this includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the IA
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the rights conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

9.2 Possession

A Receiver may take immediate possession of, get in and collect the Cranes

9.3 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of the Cranes either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

9.4 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Cranes by public auction or private contract and generally in any manner and on any terms which he thinks fit
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit

9.5 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Cranes

9.6 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to the Cranes which he thinks fit

9.7 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Cranes.

9.8 Delegation

A Receiver may delegate his powers in accordance with this Deed

9.9 Protection of assets

A Receiver may

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Cranes,
- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit

9.10 Other powers

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Cranes or incidental or conducive to any of the rights conferred on a Receiver under or by virtue of this Deed or law,
- (b) exercise in relation to any Cranes all the rights which he would be capable of exercising if he were the absolute beneficial owner of the Cranes, and
- (c) use the name of the Chargor for any of the above purposes

10. APPLICATION OF PROCEEDS

Any moneys received by the Trustee or any Receiver after this Security has become enforceable must be applied in the following order of priority

- (a) in or towards payment of or provision for all costs and expenses incurred by the Trustee or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed,
- (b) in or towards payment of or provision for the Secured Liabilities, and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it

This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of the Trustee to recover any shortfall from the Chargor

11. EXPENSES AND INDEMNITY

11.1 Chargor default

The Chargor must

- (a) immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this Deed by the Trustee, any Receiver, attorney, manager, agent or

other person appointed by the Trustee under this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise, and

- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

12. DELEGATION

12.1 Power of Attorney

The Trustee or any Receiver may delegate by power of attorney or in any other manner to any person any right exercisable by them or it under this Deed

12.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Trustee or any Receiver may think fit

12.3 Liability

Neither the Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

13. PERFECTION OF SECURITY AND FURTHER ASSURANCES

13.1 Further Assurances

The Chargor must, at its own expense, take whatever action the Trustee or a Receiver may reasonably require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) at any time when the Security is enforceable, facilitating the realisation of any Cranes, or the exercise of any right exercisable, by the Trustee or any Receiver or any of its delegates or sub-delegates in respect of any Cranes

This includes the giving of any notice, order or direction and the making of any registration, which, in any such case, the Trustee may think expedient

14. COVENANT TO PAY

The Chargor must pay or discharge the Secured Liabilities when due

15. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Trustee, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed at any time when the Security is enforceable. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause

16. PRESERVATION OF SECURITY

16.1 Continuing security

This Security is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part

16.2 Reinstatement

- (a) If any discharge or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under this Deed will continue as if the discharge or arrangement had not occurred
- (b) The Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

16.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to the Chargor or any Trustee). This includes

- (a) any time or waiver granted to, or composition with, any person,
- (b) the release of any person under the terms of any composition or arrangement,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security,
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person, or
- (f) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under this Deed, the terms of the Scheme or any other document or security

16.4 Chargor intent

Without prejudice to the generality of Clause 16.3 (Waiver of defences) the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Liabilities

16.5 Immediate recourse

The Chargor waives any right it may have of first requiring any Trustee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law to the contrary

16.6 Appropriations

Each Trustee may at any time during the Security Period without affecting the liability of the Chargor under this Deed

- (a) (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Trustee in respect of those amounts, or
- (ii) apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise), and
- (b) hold in an interest bearing suspense account any moneys received from the Chargor or on account of the liability of the Chargor under this Deed

16.7 Non-competition

Unless

- (a) the Security Period has expired; or
- (b) the Trustee otherwise directs,

the Chargor will not, after a claim has been made under this Deed or by virtue of any payment or performance by it under this Deed

- (i) be subrogated to any rights, security or moneys held, received or receivable by the Trustee,
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under this Deed,
- (iii) bring legal or other proceedings resulting in the Chargor's receipt of any payment or performance of any obligation, in respect of any Secured Liability,
- (iv) claim, rank, prove or vote as a creditor in competition with the Trustee, or
- (v) receive, claim or have the benefit of any payment, distribution or security or exercise any right of set-off

The Chargor must hold in trust for and immediately pay or transfer to the Trustee any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Trustee under this Clause as directed by the Trustees

16.8 Additional security

This Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Trustee

17. CHANGES TO THE PARTIES

17.1 Assignments and transfers by the Chargor

The Chargor may not assign or transfer any of its rights and obligations under this Deed other than with the prior written consent of the Trustee.

17.2 Assignments and transfers by Trustees

The Chargor acknowledges that the rights and obligations of the Trustee under this Deed may be transferred to the Pension Protection Fund as a result of the operation of Section 161 of and Schedule 6 to the Pensions Act 2004 or to any additional or replacement trustees of the Scheme from time to time. No other assignment under this Deed may be permitted.

18. AMENDMENTS

- (a) At any time while this Deed remains in force the Chargor may submit to the Trustee written proposals (the **Proposals**) the agreement to which shall not be unreasonably withheld or delayed by the Trustee to
 - (i) amend the definition of 'Secured Liabilities' in Subclause 1.1 (Definitions) so that the maximum liability of the Chargor under this Deed is
 - (A) a fixed amount, or
 - (B) the lowest non-negative amount which, when added to the assets of the Scheme, would result in the Scheme being funded to at least a specified percentage level on the date on which any liability under this Deed arises, calculated on the basis set out in section 179 of the Pensions Act 2004, were a valuation to be conducted as at that date, or
 - (C) the lower of (I) the lowest non-negative amount which, when added to the assets of the Scheme, would result in the Scheme being funded to at least a specified percentage level on the date on which any liability under this Deed arises, calculated on the basis set out in section 179 of the Pensions Act 2004, were a valuation to be conducted as at that date and (II) a fixed amount; or
 - (D) equal to the lower of (I) an amount equal to the entire aggregate liability, on the date on which any liability under this Deed arises, of every employer (within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) in relation to the Scheme, were a debt under Section 75(2) of the Pensions Act 1995 to have become due on that date and (II) a fixed amount, or
 - (ii) release one of the Cranes from this Security on condition that at the time such a Proposal is made, the outstanding Secured Liabilities are equal to or less than the value of one Crane

19. SEVERABILITY

If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the legality, validity or enforceability in that jurisdiction of any other term of this Deed, or
- (b) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed

20. COUNTERPARTS

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

21. NOTICES

21.1 In writing

- (a) Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post or fax.
- (b) Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

21.2 Contact details

- (a) The contact details of the Chargor for this purpose are:

Address 204-207, Western Docks, Southampton SO15 1DA
Tel number 023 80706375
E-mail nloader@sct.uk.com
Attention Nick Loader

- (b) The contact details of the Trustee are:

Address DP World, 16 Palace Street, London SW1E 5JQ
Fax number 0207 901 4022
E-mail jane.healy@dpworld.com
Attention Jane Healy

21.3 Effectiveness

- (a) Except as provided below, any communication in connection with this Deed will be deemed to be given as follows:
 - (i) if delivered in person, at the time of delivery,
 - (ii) if posted, five days after being deposited in the post, postage prepaid, in a correctly addressed envelope, and
 - (iii) if by fax, when received in legible form.
- (b) A communication given under Paragraph (a) above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

22. LANGUAGE

Any notice given in connection with this Deed must be in English.

23. GOVERNING LAW

This Deed and any non-contractual obligations relating to it shall be governed by English law.

24. ENFORCEMENT

24.1 Jurisdiction

- (a) The English courts have non-exclusive jurisdiction to settle any dispute in connection with this Deed
- (b) The English courts are the most appropriate and convenient courts to settle any such dispute

SIGNATORIES

Chargor

SIGNED as a deed by Southampton
Container Terminals Limited in the
presence of:

)
)
)



Director:

Witness's signature:



**Witness's name
(in capitals):**

SUZANNE B CUDD

Witness's address:

39 UPPER BARN LOPSE
FARROAK HANTS RG20 2BB

Trustees

SCT Pension Trustees Limited
as trustee of the S C.T. Pension Scheme

By:

SIGNATORIES

Chargor


SIGNED as a deed by Southampton)
Container Terminals Limited in the)
presence of:)

Director:

Witness's signature:

Witness's name
(in capitals):

Witness's address.


A. J. Hille Ris Lambers
31, Broadshand Lane
Ringwood BH24 1RP

Trustees

SCT Pension Trustees Limited
as trustee of the S.C.T. Pension Scheme

By:

