

In accordance with Section 860 of the Companies Act 2006

MG01

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 on a company. To do this use form MG01s

FRIDAY



LD9 *L00RKGYX* #38
23/12/2011
COMPANIES HOUSE

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1 Company details For official use

Company number	0	1	6	1	2	1	7	8
Company name in full	Associated British Ports Holdings Limited (the "Chargor")							

(2)

Filing 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	0	1	0	6	1	2	2	0	1	1
------------------	---	---	---	---	---	---	---	---	---	---

3 Description

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	Floating charge agreement between, among others, the Chargor and Deutsche Trustee Company Limited (the "Security Trustee") and dated 16 December 2011 (the "Floating Charge Agreement")

4 Amount secured

Amount secured	Please give us details of the amount secured by the mortgage or charge
Amount secured	In respect of any Covenantor, (1) all sums from time to time owing to ABP Finance PLC (the "Issuer") under any Issuer Borrower Loan Agreement, (2) all sums eventually falling due and payable by such Covenantor (if any) to the Issuer under the loan referred to in clause 2.1 (Loan) of the Floating Charge Agreement and made to such Covenantor, (3) all obligations under and amounts owed to the Issuer by each Guarantor under the guarantees provided pursuant to clause 3 (Guarantee and Indemnity) of the Security Agreement and (4) all fees and expenses payable by the Covenantors to the Security Trustee (and any administrative receiver) by way of joint and several liability under the Floating Charge Agreement (the "AFCA Secured Liabilities"). Note: Capitalised terms not defined on this page are defined in the continuation sheets attached

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

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Particulars of a mortgage or charge

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 Deutsche Trustee Company Limited

Address Winchester House

1 Great Winchester Street, London

Postcode E C 2 N 2 D B

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

See continuation sheets.

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Particulars of a mortgage or charge

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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

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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).

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Signature

Please sign the form here

Signature



Signature

X *Frank Bello, President Director Ltd* X

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

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Particulars of a mortgage or 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 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	Sam Hunter Jones
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
Country/Region	
Postcode	E C 4 Y I H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000
 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:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1 **FLOATING SECURITY**

1.1 The Chargor has charged with full title guarantee in favour of the Issuer by way of a first floating charge all its assets and undertakings held at the date of the Floating Charge Agreement or thereafter as security for the payment and discharge of the AFCA Secured Liabilities.

1.2 Paragraph 14 of Schedule B1 of the Insolvency Act applies to the floating charge created pursuant to Clause 3.1 (Charge) of the Floating Charge Agreement as reproduced at paragraph 1.1 above

2 **COVENANT TO PAY**

The Chargor, as primary obligor and not merely as surety, has covenanted with the Issuer that it shall duly, unconditionally and punctually pay and discharge to the Issuer when due all monies and liabilities constituting the AFCA Secured Liabilities in the manner provided in the relevant Finance Document provided that neither such covenant nor the security created under the Floating Charge Agreement will extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

3 **NEGATIVE PLEDGE**

The Chargor covenanted pursuant to the Common Terms Agreement

3.1 Except as provided in paragraph 3.3 below, not to create or allow to exist any Security Interest on any of its business, assets or undertaking held at the date of the Floating Charge Agreement or thereafter.

3.2 Except as provided in paragraph 3.3 below, not to

3.2.1 dispose of any of its assets on terms where it is or may be required to be leased to or reacquired or acquired by a Covenantor or a Non-Material Subsidiary or any of its related entities; or

3.2.2 dispose of any of its receivables on recourse terms,

3.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts, or

3.2.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset



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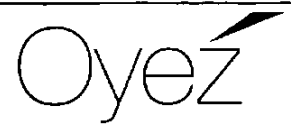
Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3.3 Paragraphs 3.1 and 3.2 above do not apply to the following (each of the following being a "Permitted Security Interest")

- (a) any Security Interest created or evidenced by the Finance Documents (and including any cash cover arrangement in respect of a letter of credit issued pursuant to an Authorised Credit Facility to the extent permitted by the terms of the STID);
- (b) any Security Interest (existing as at the date of the Floating Charge Agreement) over assets of any member of the New Holdco Group, but only if, other than in the case of an Excluded Security Interest, that Security Interest was irrevocably released and discharged on the date of the Floating Charge Agreement,
- (c) any Security Interest comprising a netting, cash pooling or set off arrangement entered into by a member of the New Holdco Group with an Acceptable Bank in the ordinary course of its banking arrangements;
- (d) any lien arising by operation of law or any lien or retention of title or purchase money arrangement arising by agreement to substantially the same effect and in the ordinary course of trading;
- (e) the granting of Security Interests in support of trading liabilities incurred in the ordinary course of trading provided that the aggregate of trading liabilities for which Security Interests are granted, when taken together with the capitalised amounts of a finance or capital lease for which ABPA Security or Quasi Security has been provided pursuant to sub-paragraph (j) below, does not exceed the higher of. (I) £50,000,000 (Indexed) (or its equivalent); and (II) 20 per cent. of the Threshold Amount prior to the Final Maturity Date,
- (f) any Security Interest over an asset acquired by a member of the New Holdco Group after the date of the Floating Charge Agreement or over an asset (as at the date of acquisition by a member of the New Holdco Group) of that person, but only for the period of six months from the date of acquisition and to the extent that:
 - (i) that Security Interest was not created in contemplation of that acquisition; and
 - (ii) the principal amount (or equivalent) secured by that Security Interest is Permitted Financial Indebtedness and has not been incurred or increased or its maturity date extended in contemplation of, or since, that acquisition;
- (g) any Security Interest over goods and documents of title to such goods arising under documentary credit transactions entered into in the ordinary course of trade and on terms customary in that trade,
- (h) any netting of payments (including close-out netting) under permitted Treasury Transactions,
- (i) any Quasi Security arising as a result of a Permitted Disposal;



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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

(j) any ABPA Security or Quasi Security arising as a consequence of any permitted finance or capital lease provided that

(1) the aggregate capitalised amounts of such finance leases and capital leases, when taken together with the aggregate amount of trading liabilities for which Security Interests are granted pursuant to sub-paragraph (e) above does not exceed the higher of. (I) £50,000,000 (Indexed) (or its equivalent), and (II) 20 per cent. of the Threshold Amount prior to the Final Maturity Date; and

(11) if the aggregate capitalised amounts of a finance lease or capital lease exceeds the higher of (I) £10,000,000 (Indexed) (or its equivalent); and (II) 4 per cent. of the Threshold Amount prior to the Final Maturity Date, then the lessor of such finance lease or capital lease accedes to the Common Terms Agreement and the STID on the terms set out in the Accession Memorandum contained in Schedule 1 of the STID or otherwise on terms acceptable to the ABPA Security Trustee,

(k) any Security Interest expressly permitted in writing by the ABPA Security Trustee,

(l) the Security Interest constituted or evidenced by the Guaranteed Loan Note Charge and/or any document entered into pursuant to the further assurances provisions contained therein,

provided that the Chargor at all times comply with paragraph 13 of Schedule 3 of the Transport Act 1981.

4 **FURTHER ASSURANCES**

The Floating Charge Agreement contains covenants for further assurance

5. **DEFINITIONS**

Any terms which are not otherwise defined within this MG01 form shall have the meaning given to them in the Master Definitions Agreement or the Floating Charge Agreement (as applicable), and in this MG01 Form:

"ABP" means Associated British Ports, a statutory corporation without a share capital formerly known as British Transport Docks Board created and existing under the Transport Act 1962 and reconstructed and existing under the Transport Act 1981 (company number ZC000195).

"ABPA" means ABP Acquisitions UK Limited, a company incorporated in England and Wales with limited liability (registered number 05839361)

"ABPA Account Bank" means Barclays Bank Plc or any successor account bank appointed pursuant to the ABPA Account Bank Agreement.

"ABPA Account Bank Agreement" means the account bank agreement dated on or about the Initial Issue Date between ABPA, the Cash Manager, the ABPA Account Bank and the ABPA Security Trustee.



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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

"ABPA Hedge Counterparty" means the Initial ABPA Hedge Counterparties and any counterparty which is party to an ABPA Hedging Agreement and which accedes as an ABPA Hedge Counterparty to the STID and the Common Terms Agreement (together, the "ABPA Hedge Counterparties").

"ABPA Hedging Agreement" means each ISDA Master Agreement entered into by ABPA and an ABPA Hedge Counterparty in accordance with the Hedging Policy and which governs the ABPA Hedging Transactions between such parties.

"ABPA Liquidity Facility Agent" means the Initial ABPA Liquidity Facility Agent and any other as agent under the relevant ABPA Liquidity Facility Agreement, or any of its successors thereto.

"ABPA Liquidity Facility Agreement" means each liquidity facility agreement the terms of which shall require that the relevant liquidity facility provider has the Requisite Ratings and which shall be substantially in the form of the Initial ABPA Liquidity Facility Agreement having regard to customary market practice for such liquidity facilities and the requirements of the Rating Agencies then rating any Financial Indebtedness under any Authorised Credit Facility or the Notes

"ABPA Secured Creditors" means the ABPA Security Trustee (in its own capacity and on behalf of the other ABPA Secured Creditors), the Issuer, the Initial WC Facility Providers as set out in Part C of Schedule 2 to this MG01 form, the Initial Capex Facility Providers as set out in Part A of Schedule 2 to this MG01 form, the Initial Senior Term Facilities Providers as set out in Part B of Schedule 2 to this MG01 form, the Initial Senior Facilities Agent, each ABPA Hedge Counterparty set out in Part D of Schedule 2 to this MG01 form, each ABPA Liquidity Facility Provider set out in Part E Schedule 2 to this MG01 form, the ABPA Liquidity Facility Agent, each Initial Authorised Credit Provider and each other Authorised Credit Provider, the ABPA Account Bank, any replacement Cash Manager and any Additional ABPA Secured Creditors and "ABPA Secured Creditor" means any one of them.

"ABPA 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 Covenantor to any ABPA Secured Creditor under each Finance Document to which such Covenantor is a party, except for any obligation which, if it were secured under the ABPA Security Documents, would result in a contravention of sections 678 and 679 of the Companies Act 2006

"ABPA Security" means the security constituted by the ABPA Security Documents including any guarantee or obligation to provide cash collateral or further assurance thereunder, including the following:

- (a) first fixed charge over the Mortgaged Property (except for any Excluded Charged Property);
- (b) first fixed charge over all shares and ABPH's ownership interest in ABP;



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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

(c) assignments by way of security of its rights under the Finance Documents to which it is a party, including the ABPA Hedging Agreements, the Common Terms Agreement, each ABPA Liquidity Facility Agreement and the STID;

(d) assignments by way of security of the Benefit of Assignable Insurances;

(e) fixed or floating charges over certain bank accounts and charges over investments, and

(f) first floating charges over all of the undertaking, property, assets and rights of each Security Provider to the extent not effectively charged or assigned by way of fixed security

"ABPA Security Documents" means

(a) the Security Agreement,

(b) the Floating Charge Agreement;

(c) the STID and each Accession Memorandum relating thereto, together with any deed supplemental to the STID and referred to in the STID as a "Supplemental Deed",

(d) any other document evidencing or creating security over any asset of a Covenantor to secure any obligation of any Covenantor to an ABPA Secured Creditor in respect of the ABPA Secured Liabilities

"ABPA Security Trustee" means Deutsche Trustee Company Limited or any successor appointed pursuant to the STID.

"ABPA Senior Debt" means any financial accommodation that is, for the purposes of the STID, to be treated as ABPA Senior Debt and includes.

(a) each Senior Term Facility, each WC Facility, each Capex Facility, each IBLA, each ABPA Liquidity Facility and any and all liabilities under the ABPA Hedging Agreements (including the Pari Passu ABPA Hedging Agreements and the Super Senior ABPA Hedging Agreements), and

(b) any further debt incurred which ranks pari passu with the debt specified in (a) above

"ABPH" means Associated British Ports Holdings Limited, a company incorporated in England and Wales with limited liability (registered number 01612178).



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Short particulars of all the property mortgaged or charged

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"Accession Memorandum" means (a) with respect to the STID, each memorandum to be entered into pursuant to clause 2 (Accession), clause 4 (Accession of Additional Covenantors) or clause 33 (Benefit of Deed) (as applicable) of the STID and which is substantially in the form set out in Schedule 1 (Form of Accession Memorandum) of the STID and (b) with respect to the Common Terms Agreement, each memorandum to be entered into pursuant to clause 1 5 (Covenantors) of the Common Terms Agreement and which is substantially in the form set out in Schedule 10 (Form of Accession Memorandum (New Covenantors)) of the Common Terms Agreement.

"Additional ABPA Secured Creditors" means any person not already an ABPA Secured Creditor which becomes an ABPA Secured Creditor pursuant to the provisions of clause 2 1 (Accession of Additional ABPA Secured Creditor) of the STID

"Additional Financial Indebtedness" means (after the first date upon which security and guarantees are granted in accordance with the Finance Documents by any Security Provider) Financial Indebtedness incurred by ABPA (and any Guarantor in respect of its guarantee) or, subject to paragraph (b) below, by any other Covenantor and which is secured by the ABPA Security Documents (on a pari passu basis) provided that:

(a) the secured creditors of such Financial Indebtedness (the "Incoming Creditors") accede to the Common Terms Agreement and the STID,

(b) ABP and its Material Subsidiaries shall only be entitled to be the borrower or, in the case of ABP and its Subsidiaries, a guarantor in respect of such Financial Indebtedness if it is a Covenantor and if it is both permitted, following a change to the Transport Act, to provide and has provided (or will contemporaneously with incurring such Financial Indebtedness provide) Security Interests and guarantees in respect of the Financial Indebtedness incurred by the other Covenantors pursuant to the Finance Documents;

(c) the Incoming Creditors do not, and may not at any time, benefit from any Security Interests, guarantees or other credit support, or recourse to, any Covenantor other than pursuant to the ABPA Security Documents, the Common Terms Agreement and the STID, except that an Incoming Creditor is permitted to have recourse to a Covenantor if such recourse is extended to the secured creditors to secure the obligations arising under the Finance Documents on an equal and rateable basis,

(d) the Maximum Maturities Condition is satisfied at the date of incurrence of such Financial Indebtedness; and

(e) any hedging in respect of the additional Financial Indebtedness complies with the Hedging Policy

"AFCA Deed of Accession" means a deed substantially in the form of Schedule 2 to the Floating Charge Agreement (Form of AFCA Deed of Accession) executed, or to be executed, by, among others, the Issuer, the Security Providers and any other company required to execute the same pursuant to Clause 26 of the Floating Charge Agreement (Accession).



6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 392 986 421">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 454 1444 566">"AFCA Floating Security" means the floating charges granted by the Security Providers in favour of the Issuer pursuant to the Floating Charge Agreement and assigned by way of security to the Security Trustee pursuant to the Issuer Deed of Charge</p> <p data-bbox="331 600 1396 712">"Ancillary Rights" means in relation to a Right (as defined in the definition of "Benefit"), all ancillary rights, accretions and supplements to such Right, including any guarantees or indemnities in respect of such Right</p> <p data-bbox="331 745 1396 801">"Assignable Insurances" means all insurances except to the extent the insurances provide third party liability cover</p> <p data-bbox="331 835 1460 1350">"Authorised Credit Facility" means any facility agreement or other agreement entered into by ABPA (or, subject to satisfaction of the conditions specified in paragraph (b) of the definition of "Additional Financial Indebtedness", ABP or its Subsidiaries) incurring or transacting ABPA Senior Debt as permitted by the terms of the Common Terms Agreement, the providers of which are parties to or have acceded to the STID and the Common Terms Agreement, and includes the Initial IBLA, the Capex Facilities, the WC Facilities, the Initial Senior Term Facilities, the Senior Term Facilities, the ABPA Liquidity Facilities, the ABPA Hedging Agreements and (A) any fee letter or commitment letter entered into in connection with the foregoing facilities or agreements or the transactions contemplated in the foregoing facilities and (B) any other document (not being a Common Document) that has been entered into in connection with the foregoing facilities or agreements or the transactions contemplated thereby that has been designated as a document that should be deemed to be an Authorised Credit Facility for the purposes of this definition by the parties thereto (including at least one Covenantor)</p> <p data-bbox="331 1373 1428 1429">"Authorised Credit Provider" means a lender or other provider of credit or financial accommodation under any Authorised Credit Facility</p> <p data-bbox="331 1462 1428 1574">"Benefit" in respect of any asset, agreement, property or right (each a "Right" for the purpose of this definition) held, assigned, conveyed, transferred, charged, sold or disposed of by any person shall be construed so as to include:</p> <p data-bbox="347 1608 1452 1720">(a) all right, title, interest and benefit, present and future, actual and contingent (and interests arising in respect thereof) of such person in, to, under and in respect of such Right and all Ancillary Rights in respect of such Right,</p> <p data-bbox="347 1753 1444 1955">(b) all monies and proceeds payable or to become payable under, in respect of, or pursuant to such Right or its Ancillary Rights and the right to receive payment of such monies and proceeds and all payments made including, in respect of any bank account, all sums of money which may at any time be credited to such bank account together with all interest accruing from time to time on such money and the debts represented by such bank account in which such person has an interest,</p>



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Short particulars of all the property mortgaged or charged

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Short particulars

(c) the benefit of all covenants, undertakings, representations, warranties and indemnities in favour of such person contained in or relating to such Right or its Ancillary Rights;

(d) the benefit of all powers of and remedies for enforcing or protecting such person's right, title, interest and benefit in, to, under and in respect of such Right or its Ancillary Rights, including the right to demand, sue for, recover, receive and give receipts for proceeds of and amounts due under or in respect of or relating to such Right or its Ancillary Rights, and

(e) all items expressed to be held on trust for such person under or comprised in any such Right or its Ancillary Rights, all rights to deliver notices and/or take such steps as are required to cause payment to become due and payable in respect of such Right and its Ancillary Rights, all rights of action in respect of any breach of or in connection with any such Right and its Ancillary Rights and all rights to receive damages or obtain other relief in respect of such breach.

"Cash Manager" means ABPH or any substitute cash manager

"Charged Property" means the property, assets, rights and undertaking of each Security Provider that are the subject of the Security Interests created in or pursuant to the Floating Charge Agreement and includes, for the avoidance of doubt, each Security Provider's rights to or interests in any chose in action and each Security Provider's rights under the Finance Documents.

"Common Terms Agreement" or "CTA" means the common terms agreement entered into between, among others, the Covenantors, the Cash Manager, the Issuer, the Initial Senior Facilities Agent and the ABPA Security Trustee and dated 14 December 2011.

"Covenantor" means New Holdco, ABPA, ABPH, ABP, each Material Subsidiary of ABP and any other person who accedes to, inter alia, the Common Terms Agreement and the STID as a Covenantor in accordance with the terms of the Finance Documents, and shall include, where applicable, any Guarantor or Security Provider, and "Covenantors" means all of them

"CP Agreement" means the conditions precedent agreement to be entered into between, among others, the Issuer, the Note Trustee, the ABPA Security Trustee and the Covenantors on or about the Initial Issue Date

"Dormant Subsidiary" means Ampports Holdings Ltd, American Port Services Holdings Ltd, Grosvenor Waterside Developments Ltd, Ampports Cargo Services Ltd, Auto Shipping Ltd, Grosvenor Waterside (Cardiff Bay) Ltd, Humber Pilotage (CHA) Ltd, Ipswich Port Ltd, Northern Cargo Services Ltd, Slater's Transport Ltd, Southampton Free Trade Zone Ltd, Whitby Port Services Ltd, Grosvenor Buchanan Properties Ltd, ABP (No 1) Ltd, ABP Southampton Properties Ltd, Pinstone Holdings Ltd, ABP Connect Cargoflow Ltd, Colchester Dock Transit Company Ltd, ABP Connect Ltd, Marine Environmental Research Ltd, ABP Quest Trustees Limited, ABP (Pension Trustees) Limited, Ampports Contract Personnel Ltd, Ampports Vehicle



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Short particulars of all the property mortgaged or charged

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Short particulars

Terminals Ltd and Exxtor Shipping Services Ltd

"Excluded Charged Property" means any freehold or leasehold property or properties or any material licence or other right to occupy or use the same in respect of which the creation of any security by ABPA by or pursuant to any Finance Document is prohibited either absolutely or without consent (until such time as consent is obtained)

"Excluded Security Interests" means the existing security described in Schedule 3 (Excluded Security Interests) to this MG01 form.

"Final Maturity Date" means, in relation to a Note, the final date on which that Note is expressed to be redeemable and, in relation to any Authorised Credit Facility, the date on which all financial accommodation made available under that Authorised Credit Facility is expressed to be repayable in full (without any further obligation of the relevant Authorised Credit Provider to continue to make available such financial accommodation).

"Finance Document" means:

- (a) each Hedging Agreement;
- (b) each IBLA;
- (c) the Initial Senior Facilities Agreement;
- (d) each ABPA Security Document;
- (e) the Common Terms Agreement;
- (f) the Master Definitions Agreement;
- (g) the ABPA Account Bank Agreement;
- (h) each ABPA Liquidity Facility Agreement,
- (i) each Issuer Liquidity Facility Agreement,
- (j) (A) any fee letter, commitment letter or request entered into in connection with (1) the facilities referred to in paragraph (c) above or the transactions contemplated in such facilities and (B) any other document that has been entered into in connection with such facilities or the transactions contemplated thereby that has been designated as a Finance Document by the parties thereto (including at least one Covenantor);
- (k) any other Authorised Credit Facilities,
- (l) the CP Agreement;
- (m) the Tax Deed of Covenant;



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Short particulars of all the property mortgaged or charged

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Short particulars

(n) each agreement or other instrument between ABPA or the Issuer (as applicable) and an Additional ABPA Secured Creditor designated as a Finance Document by ABPA or the Issuer (as applicable), the ABPA Security Trustee and such Additional ABPA Secured Creditor in the Accession Memorandum for such Additional ABPA Secured Creditor; and

(o) any amendment and/or restatement agreement relating to any of the above documents.

"Financial Indebtedness" means any indebtedness for or in respect of the following (without double counting):

(a) moneys borrowed and debit balances at financial institutions,

(b) any acceptance credit or bill discounting facility (including any dematerialised equivalent);

(c) any bond, note, debenture, loan stock or other similar instrument;

(d) any share in any Covenantor which is not held by another Covenantor and which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, in each case at the option of the holder of that security) is capable of maturing or being mandatorily redeemable or redeemable at the option of its holder in whole or in part on or before the Final Maturity Date,

(e) any agreement treated as a finance or capital lease in accordance with the Accounting Standards;

(f) receivables sold or discounted (other than any receivables to the extent they are sold on a non recourse basis);

(g) the acquisition cost of any asset or service to the extent payable before or after its acquisition or possession by the party liable where the advance or deferred payment:

(1) is arranged primarily as a method of raising finance or financing the acquisition or construction of that asset or the acquisition of that service (but excluding trade credit on customary commercial terms); or

(11) involves a period of more than twelve months before or after the date of acquisition or supply,

(h) any Treasury Transaction (excluding the mark to market value of any Hedging Agreement (to the extent not crystallised) but including accretions by indexation on the notional amount of inflation-linked Hedging Agreements);

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="319 383 1471 427">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="319 450 1471 539">(i) any other transaction (including any forward sale or purchase agreement and any sale and sale back, sale and lease back or deferred purchase arrangement) which has the commercial effect of a borrowing,</p> <p data-bbox="319 562 1471 674">(j) any counter indemnity obligation in respect of any guarantee, indemnity, bond, letter of credit or other instrument issued by a bank or financial institution save to the extent the same is issued in respect of obligations other than Financial Indebtedness,</p> <p data-bbox="319 696 1471 786">(k) including (without double-counting) any amount of indexation which has accreted on a liability which is of the nature referred to in the above paragraphs; or</p> <p data-bbox="319 808 1471 965">(l) any guarantee in respect of an underlying liability of any person which is of the nature referred to in the above paragraphs, but excluding, for the avoidance of doubt, any non-consolidated non-recourse indebtedness incurred by associates or equity accounted Permitted Joint Ventures</p> <p data-bbox="319 987 1471 1167">"Guarantor" means ABPH and New Holdco and, in the event there is a change in law (including a change to the Transport Act 1981) resulting in ABP and its Subsidiaries no longer being restricted from becoming a full Guarantor in respect of all of the debt outstanding to the ABPA Secured Creditors that is guaranteed by the other Guarantors, ABP and its Material Subsidiaries</p> <p data-bbox="319 1189 1471 1256">"Hedging Agreement" means an ABPA Hedging Agreement, an Issuer Hedging Agreement or, where the context requires, both</p> <p data-bbox="319 1279 1471 1346">"IBLA" or "Issuer Borrower Loan Agreement" means any loan agreement entered into between the Issuer and ABPA</p> <p data-bbox="319 1368 1471 1402">"Initial Issue Date" means 14 December 2011</p> <p data-bbox="319 1424 1471 1626">"Initial ABPA Liquidity Facility Agreement" means the liquidity facility agreement to be dated on or about the Initial Issue Date entered into between, among others, ABPA and Barclays Bank PLC, Bank of America, N A , Lloyds TSB Bank plc, National Australia Bank Limited ABN 12 004 044 937, The Bank of Nova Scotia, London Branch, The Bank Of Tokyo-Mitsubishi UFJ Ltd and The Royal Bank of Scotland plc as Initial ABPA Liquidity Facility Providers.</p> <p data-bbox="319 1648 1471 1682">"Initial Senior Facilities Agent" means The Royal Bank of Scotland plc.</p> <p data-bbox="319 1704 1471 1861">"Initial Senior Facilities Agreement" means the facility agreement to be dated on or about the Initial Issue Date under which the Initial Senior Term Facilities, the Initial Capex Facility and the Initial WC Facility are made available to ABPA and the WC Facility Borrowers (as defined in the Initial Senior Facilities Agreement).</p> <p data-bbox="319 1883 1471 1973">"Issuer Deed of Charge" means the deed of charge to be entered into between, amongst others, the Issuer, the Note Trustee and the Issuer Security Trustee on 14 December 2011</p>



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Short particulars of all the property mortgaged or charged

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Short particulars

"Issuer Hedging Agreement" means each ISDA Master Agreement entered into by the Issuer and an Issuer Hedge Counterparty in accordance with the Hedging Policy and which governs the Issuer Hedging Transactions between such parties

"Issuer Liquidity Facility Agreement" means each liquidity facility agreement the terms of which shall require that the relevant liquidity facility provider has the Requisite Ratings and which shall be substantially in the form of the Initial Issuer Liquidity Facility Agreement having regard to customary market practice for such liquidity facilities and the requirements of the Rating Agencies then rating the Notes.

"Master Definitions Agreement" or "MDA" means the master definitions agreement entered into on or about the date of the Floating Charge Agreement between, inter alios, certain of the parties to the Floating Charge Agreement

"Material Subsidiary" means a New Holdco Subsidiary:

(a) whose Adjusted Consolidated EBITDA is equal to or exceeds 5 per cent of the Consolidated EBITDA of the New Holdco Group,

(b) whose net assets are equal to or exceed 5 per cent of the net assets of the New Holdco Group (in each case as shown in the most recent financial statements), or

(c) any other New Holdco Subsidiary nominated by the New Holdco Group Agent to be a Material Subsidiary from time to time

"Mortgaged Property" means (subject to clause 9 (Exceptions to the Security) of the Security Agreement) any freehold or leasehold property included in the definition of "Charged Property" including the freehold and leasehold property specified in the schedule to each Legal Charge

"New Holdco" means ABPA Holdings Limited, a company incorporated in England and Wales with limited liability (registered number 07847153).

"New Holdco Group" means New Holdco, ABPH, ABPA, ABP and any other Subsidiary of New Holdco (other than the Issuer).

"Non-Material Subsidiary" means each New Holdco Subsidiary that is not a Covenantor or a Dormant Subsidiary.

"Notes" means the notes issued by the Issuer from time to time and "Note" shall be construed accordingly.

"Pari Passu ABPA Hedging Agreement" means an ABPA Hedging Agreement that ranks pari passu with ABPA's obligations under any Senior Term Facilities, any WC Facility, any Capex Facility and the IBLAs



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Short particulars of all the property mortgaged or charged

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Short particulars

"Quasi Security" means

(a) any Security Interest created or evidenced by the Finance Documents (and including any cash cover arrangement in respect of a letter of credit issued pursuant to an Authorised Credit Facility to the extent permitted by the terms of the STID),

(b) any Security Interest (existing as at the Closing Date) over assets of any member of the New Holdco Group, but only if, other than in the case of an Excluded Security Interest, that Security Interest is irrevocably released and discharged on the Closing Date,

(c) any Security Interest comprising a netting, cash pooling or set off arrangement entered into by a member of the New Holdco Group with an Acceptable Bank in the ordinary course of its banking arrangements,

(d) any lien arising by operation of law or any lien or retention of title or purchase money arrangement arising by agreement to substantially the same effect and in the ordinary course of trading;

(e) the granting of Security Interests in support of trading liabilities incurred in the ordinary course of trading provided that the aggregate of trading liabilities for which Security Interests are granted, when taken together with the capitalised amounts of a finance or capital lease for which ABPA Security or Quasi Security has been provided pursuant to sub-paragraph (x) below, does not exceed the higher of (I) £50,000,000 (Indexed) (or its equivalent), and (II) 20 per cent. of the Threshold Amount prior to the Final Maturity Date;

(f) any Security Interest over an asset acquired by a member of the New Holdco Group after the Closing Date or over an asset (as at the date of acquisition by a member of the New Holdco Group) of that person, but only for the period of six months from the date of acquisition and to the extent that

(1) that Security Interest was not created in contemplation of that acquisition; and

(11) the principal amount (or equivalent) secured by that Security Interest is Permitted Financial Indebtedness and has not been incurred or increased or its maturity date extended in contemplation of, or since, that acquisition,

(g) any Security Interest over goods and documents of title to such goods arising under documentary credit transactions entered into in the ordinary course of trade and on terms customary in that trade,

(h) any netting of payments (including close-out netting) under permitted Treasury Transactions;

(1) any Quasi Security arising as a result of a Permitted Disposal;



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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

(j) any ABPA Security or Quasi Security arising as a consequence of any permitted finance or capital lease provided that.

(1) the aggregate capitalised amounts of such finance leases and capital leases, when taken together with the aggregate amount of trading liabilities for which Security Interests are granted pursuant to sub-paragraph (v) above does not exceed the higher of: (I) £50,000,000 (Indexed) (or its equivalent), and (II) 20 per cent of the Threshold Amount prior to the Final Maturity Date, and

(11) if the aggregate capitalised amounts of a finance lease or capital lease exceeds the higher of: (I) £10,000,000 (Indexed) (or its equivalent), and (II) 4 per cent. of the Threshold Amount prior to the Final Maturity Date, then the lessor of such finance lease or capital lease accedes to the Common Terms Agreement and the STID on the terms set out in the Accession Memorandum contained in Schedule 1 of the STID or otherwise on terms acceptable to the ABPA Security Trustee,

(k) any Security Interest expressly permitted in writing by the ABPA Security Trustee,

(l) the Security Interest constituted or evidenced by the Guaranteed Loan Note Charge and/or any document entered into pursuant to the further assurances provisions contained therein,

provided that each Covenantor must (and New Holdco shall procure that each Non-Material Subsidiary shall) at all times comply with paragraph 13 of Schedule 3 of the Transport Act.

"Security Agreement" means the deed of charge and guarantee executed in favour of the ABPA Security Trustee by each of the Security Providers on 16 December 2011, any Legal Charge and any other deed of charge supplemental thereto

"Security Agreement Floating Security" means the floating charges granted by the Security Providers in favour of the ABPA Security Trustee pursuant to the Security Agreement.

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

"Security Provider" means any person listed in Schedule 1 (Security Providers) to the Floating Charge Agreement as reproduced at Schedule 1 (Security Providers) to this MG01 form

"STID" or "Security Trust and Intercreditor Deed" means the security trust and intercreditor deed entered into on or about the Initial Issue Date between, among others, the ABPA Security Trustee, the Covenantors and the Issuer Security Trustee, together with any deed supplemental to the STID and referred to in the STID as a "Supplemental Deed"



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Subsidiary" means:

(a) a subsidiary within the meaning of section 1159 (and Schedule 6) of the Companies Act 2006;

(b) a "Subsidiary Undertaking" within the meaning of section 1162 (and Schedule 7) of the Companies Act 2006;

(c) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise,

(d) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Standards; or

(e) an entity of which a person has the direct or indirect power to direct the management and the policies, whether through the ownership of voting capital or partnership interests, by contract or otherwise

"Super Senior ABPA Hedging Agreement" means an ABPA Hedging Agreement that ranks in priority to ABPA's obligations under the Senior Term Facilities, the WC Facility, the Capex Facility and the IBLAs.

"Tax Deed of Covenant" means the deed to be entered into on or about the Initial Issue Date by (among others) the relevant Covenantors, the Issuer, the ABPA Security Trustee and the Note Trustee

"Threshold Amount" means, at any time, an amount in sterling (or its equivalent) equal to the average Historic Consolidated EBITDA for the immediately preceding three Financial Years

6 INTERPRETATION AND CONSTRUCTION

In this MG01 form, unless the contrary intention appears, a reference to

(a) the term "Account" includes any sub-account of that Account;

(b) the term "Finance Document" includes all amendments, replacements, novations and supplements to a Finance Document including supplements providing for further advances,

(c) a "party" means a party to the Floating Charge Agreement and each Legal Charge;

(d) an "amendment" includes a supplement, novation, restatement or re enactment and "amended" will be construed accordingly,

(e) an "authorisation" includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration or notarisation;

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (f) "guarantee" includes any guarantee, indemnity, contingent liability, surety obligation or liability in respect of the obligations of any person other than the grantor;
- (g) "including" shall be construed as a reference to "including without limitation", so that any list of items or matters appearing after the word "including" shall be deemed not to be an exhaustive list, but shall be deemed rather to be a representative list, of those items or matters forming a part of the category described prior to the word "including",
- (h) 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;
- (i) a provision of law is a reference to that provision as extended, applied, amended or re enacted and includes any subordinate legislation;
- (j) a person includes its successors in title, permitted assigns and permitted transferees;
- (k) a Finance Document or another document is a reference to that Finance Document or other document amended as permitted in the Common Terms Agreement,
- (l) singular includes the plural and vice versa.



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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

SCHEDULE 1

SECURITY PROVIDERS

<u>Name</u>	<u>Jurisdiction</u>	<u>Company Number</u>
ABPA Holdings Limited	England and Wales	07847153
ABP Acquisitions UK Limited	England and Wales	05839361
Associated British Ports Holdings Limited	England and Wales	01612178



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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

SCHEDULE 2

FINANCIAL INSTITUTIONS

PART A

INITIAL CAPEX FACILITY PROVIDERS

Bank of America, N.A.

Barclays Bank PLC

Lloyds TSB Bank plc

The Royal Bank of Scotland plc

Bank of Tokyo-Mitsubishi UFJ Ltd

National Australia Bank Limited ABN 12 004 044 937

The Bank of Nova Scotia, London Branch

Commonwealth Bank of Australia

Canadian Imperial Bank of Commerce, London Branch

Export Development Canada

JPMorgan Chase Bank, N A.



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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

PART B

INITIAL SENIOR TERM FACILITIES PROVIDERS

Initial Senior Term Facilities Providers in respect of the Facility A (as defined in the Initial Senior Facilities Agreement)

Bank of America, N.A.

Barclays Bank PLC

Lloyds TSB Bank plc

Royal Bank of Scotland Finance (Ireland)

Bank of Tokyo-Mitsubishi UFJ Ltd

National Australia Bank Limited ABN 12 004 044 937

The Bank of Nova Scotia, London Branch

Scotiabank (Ireland) Limited

Initial Senior Term Facilities Providers in respect of the Facility B (as defined in the Initial Senior Facilities Agreement)

Bank of America, N.A.

Barclays Bank PLC

Lloyds TSB Bank plc

Royal Bank of Scotland Finance (Ireland)

Bank of Tokyo-Mitsubishi UFJ Ltd

National Australia Bank Limited ABN 12 004 044 937

The Bank of Nova Scotia, London Branch

Scotiabank (Ireland) Limited

Commonwealth Bank of Australia

Canadian Imperial Bank of Commerce, London Branch

Export Development Canada

JPMorgan Chase Bank, N A

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Short particulars of all the property mortgaged or charged

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Short particulars

Initial Senior Term Facilities Providers in respect of the Facility C (as defined in the Initial Senior Facilities Agreement)

Bank of America, N.A.

Barclays Bank PLC

Lloyds TSB Bank plc

The Royal Bank of Scotland plc

Bank of Tokyo-Mitsubishi UFJ Ltd

National Australia Bank Limited ABN 12 004 044 937

Scotiabank (Ireland) Limited

The Bank of Nova Scotia, London Branch

Commonwealth Bank of Australia

Canadian Imperial Bank of Commerce, London Branch

Export Development Canada

JPMorgan Chase Bank, N.A.

PART C

INITIAL WC FACILITY PROVIDERS

Bank of America, N.A.

Barclays Bank PLC

Lloyds TSB Bank plc

The Royal Bank of Scotland plc

Bank of Tokyo-Mitsubishi UFJ Ltd

National Australia Bank Limited ABN 12 004 044 937

The Bank of Nova Scotia, London Branch

Commonwealth Bank of Australia

Canadian Imperial Bank of Commerce, London Branch

Export Development Canada

JPMorgan Chase Bank, N.A.

6

Short particulars of all the property mortgaged or charged

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Short particulars

PART D

INITIAL ABPA HEDGE COUNTERPARTIES

Bank of America, N A

Barclays Bank PLC

The Commonwealth Bank of Australia

Canadian Imperial Bank of Commerce

JPMorgan Chase Bank, N.A.

Lloyds TSB Bank PLC

Mitsubishi UFJ Securities International Plc

National Australia Bank Limited ABN 12 004 044 937

The Royal Bank of Scotland plc

The Bank of Nova Scotia

PART E

INITIAL ABPA LIQUIDITY FACILITY PROVIDERS

Barclays Bank Plc

Bank of America, N.A.

Lloyds TSB Bank plc

National Australia Bank Limited ABN 12 004 044 937

The Bank of Nova Scotia, London Branch

The Bank Of Tokyo-Mitsubishi UFJ Ltd

The Royal Bank of Scotland plc



6

Short particulars of all the property mortgaged or charged

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Short particulars

PART F

INITIAL ISSUER LIQUIDITY FACILITY PROVIDERS

Barclays Bank Plc

Bank of America, N A

Lloyds TSB Bank plc

National Australia Bank Limited ABN 12 004 044 937

The Bank of Nova Scotia, London Branch

The Bank Of Tokyo-Mitsubishi UFJ Ltd

The Royal Bank of Scotland plc

MG01 - continuation page

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	See further sheet attached for Schedule 3	

**SCHEDULE 3
EXCLUDED SECURITY INTERESTS**

Obligor to which the charge relates	Person entitled to charge	Date created and instrument creating charge	Date registered	Form type	Amount secured	Details
Associated British Ports	The Welsh development agency	29/01/1996 Legal Charge	14/02/1996	395	All monies due or to become due from the company to the chargee pursuant to the provisions of an agreement dated 31st March 1994 or any other deed or document pursuant to that agreement	F/H-property situated at and K/A Barry Dock Barry South Glamorgan together with all fixed machinery buildings, erections, plant, machinery and other fixtures and fittings
UK Dredging Management Limited	Unknown	06/01/1908	06/01/1908	-	£50,000	Company's undertaking and all its property present and future, including uncalled capital
UK Dredging Management Limited	Unknown	06/01/1908	06/01/1908	-	Series of debentures • £50,000 • £30,000 (02/01/1918)	-
UK Dredging Management Limited	Unknown	13/01/1908	13/01/1908	-	No amount secured	-
UK Dredging Management Limited	Unknown	05/03/1908	05/03/1908	-	No amount secured	-
UK Dredging Management Limited	Unknown	06/04/1908	06/04/1908	-	No amount secured	-
UK Dredging Management Limited	Unknown	19/05/1908	19/05/1908	-	No amount secured	-
UK Dredging Management Limited	Unknown	12/06/1908	12/06/1908	-	No amount secured	-
UK Dredging Management Limited	Unknown	23/01/1909	23/01/1909	-	No amount secured	-
UK Dredging Management Limited	Unknown	10/03/1909	10/03/1909	-	No amount secured	-
UK Dredging Management Limited	Unknown	17/05/1909	17/05/1909	-	No amount secured	-

Obligor to which the charge relates	Person entitled to charge	Date created and instrument creating charge	Date registered	Form type	Amount secured	Details
UK Dredging Management Limited	Unknown	14/06/1909	14/06/1909	-	No amount secured	-
Southampton Container Terminals Limited	Forward Trust Limited	10/09/1993 Chattels Mortgage	10/09/1993	395	All monies due or to become due from the company to the charge on any account whatsoever	One New Morris 50 Ton Quayside Container Cranc reference No S95385
Southampton Container Terminals Limited	Lombard North Central Plc	12/11/1993 Chattel Mortgage	16/11/1993	395	£5,918,100 and all other monies due or to become due from the company to the charge	Two Morris Ton Ship to Shore Container Cranes Serial numbers S95382 and S95384
Southampton Container Terminals Limited	SCT Pension Trustee Limited	17/09/2008 SCT Pension Trustees Limited	08/10/2008	395	A maximum of £6,788,000 due or to become due from the company on any account whatsoever under the terms of the aforementioned instrument creating or evidencing the charge	By way of first fixed charge both Liebherr container cranes with the model number P197L-S and work number IR1734 and model number P197L-S and work number IR1735 operating on the working position
Tilbury Container Services Limited	National Westminster Bank Plc	03/08/2000 Mortgage debenture	09/08/2000	395	All monies due or to become due from the company to the charge on any account whatsoever	A specific equitable charge over all freehold and leasehold properties and/or the proceeds of sale thereof fixed and floating charges over undertaking and all property and assets present and future including goodwill, book debts and the benefits of any licences



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 1612178
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 16
DECEMBER 2011 AND CREATED BY ASSOCIATED BRITISH
PORTS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM ANY COVENANTOR TO ABP
FINANCE PLC, FROM SUCH COVENANTOR (IF ANY) TO THE
ISSUER, FROM EACH GUARANTOR TO THE ISSUER AND FROM
THE COVENANTORS TO THE SECURITY TRUSTEE (AND ANY
ADMINISTRATIVE RECEIVER) 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 23 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2012



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