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## COMPANIES FORM No. 395

113700/39.

### Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge:

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

03863230

Name of company

\* Silvertown Quays Limited (the "Developer")

Date of creation of the charge

27 April 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

A deed of assignment (the "Deed") executed by the Developer in favour of London Development Agency (the "Agency").

Amount secured by the mortgage or charge

The due and proper performance (and satisfaction of all obligations and duties whatsoever and whensoever arising in favour of the Developer and owed by the Bank as chargee under the Debenture (the "Secured Obligations")

Where.

"Bank" means the Governor and the Company of the Bank of Scotland; and

"Debenture" means the debenture in favour of the Bank dated 27 April 2007

Names and addresses of the mortgagees or persons entitled to the charge

London Development Agency of Palestra, 197 Blackfriars Road, London

Postcode SE1 8AA

Presenter's name address and reference (if any)

Stephenson Harwood  
One St Paul's Churchyard  
London  
EC4M 8SH

A1521/1497/39-01381

Time critical reference  
3664540

For official Use (06/2005)  
Mortgage Section

Post room

MONDAY



LD4 "L7NQHPJU" 206  
14/05/2007  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Pursuant to clause 2.1 of the Deed the Developer assigns and agrees to assign absolutely (with full title guarantee), to the Agency all its rights, title and interest, present and future, in and to the Assigned Property

Where

"Assigned Property" means the benefit of all rights and claims for money whatsoever due and/or to become due to the Developer including (without limitation), damages and other payments (whether awarded by any court or arbitral tribunal or by agreement or otherwise) for breach of any obligation owed to or breach of any duty of care owed to the Developer by the Bank in connection with the enforcement of the Bank's Assignment by the Bank or any Receiver or agent acting on behalf of the Bank and in particular, without limitation, any breach of any obligation or duty owed by the Bank to the Developer in connection with any sale or disposal of any Property effected pursuant to such enforcement by the Bank or by any Receiver or agent appointed by the Bank under the Debenture;

Please see addendum 4/4.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Stephanie A. Harwood*

Date 11 May 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

"**Agreements for Lease**" means the agreements dated 27 April 2007 made between the Agency and the Developer by which the Agency has agreed to grant leases to the Developer in respect of various parcels of land forming part of the Silvertown Dock,

"**Bank's Assignment**" means the first priority assignment executed in favour of the Bank by the Developer on 27 April 2007 of the benefit of the Agreements for Lease;

"**Property**" means all and any property of the Developer charged to the Bank pursuant to the Debenture; and

"**Receiver**" means any one or more persons, individually or together with additional persons, appointed as an administrative receiver, receiver and manager or other receiver under or pursuant to this Deed or any Security in respect of all or any part of the Security Assets,

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, and

"**Security Assets**" means all or any part of or interest in the undertaking, property, rights and assets of a Developer which now or at any time hereafter are or are expressed to be the subject of any Security created or purported to be created by or pursuant to the debenture (fixed and floating charge) dated 27 April 2007 made between the Agency and the Developer

Company number

03863230

Name of company

\*insert full name  
of Company

\* Silvertown Quays Limited (the "Developer")

FILE COPY



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

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 03863230

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 27th APRIL 2007 AND CREATED BY SILVERTOWN QUAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LONDON DEVELOPMENT AGENCY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th MAY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd MAY 2007

*Sargola*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES