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CHFP025

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

\*insert full name of Company

## COMPANIES FORM No. 395

113700139.

### Particulars of a mortgage or charge

# 395

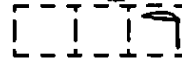
A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

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 "Original Developer")

Date of creation of the charge

27 April 2007

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

A debenture (the "Deed") entered into by the Original Developer in favour of London Development Agency (the "Agency")

Amount secured by the mortgage or charge

The payment and discharge of all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of any Obligor to the Agency under any Project Document and/or the Section 106 Deed of Indemnity except for any obligation which, if it were so included, would result in the Deed contravening section 151 of the Companies Act 1985 (the "Secured Obligations")  
  
Please see addendum 2/4

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

London Development Agency of Palestra, 197 Blackfriars Road, London  
  
Postcode SE1 8AA

Presentor's name address and reference (if any)

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

A1521/1497/39-01381

Time critical reference  
3664631

For official Use (06/2005)  
Mortgage Section

Post room

MONDAY



LD4 "L7NQIPJV" 14/05/2007 205  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Pursuant to clause 2 1.1 of the Deed the Original Developer and any New Developer, as beneficial owner and with full title guarantee (save for the First Charge) as security for the payment and discharge of all the Secured Obligations, charges and creates the following Security in favour of the Agency subject to the Senior Documents and clause 5 6 2 of the Deed with regard to any Trust Monies

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

*Stephenson Harwood*

Date 11 May 2007

On behalf of ~~XXXXXX XXXX~~ [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)

Where

"**Affiliate**" means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company,

"**Agency Project Documents**" means the documents defined as such in the Facilities Agreement,

"**Aquarium Project Documents**" means the documents defined as such in the Facilities Agreement,

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

"**Developer**" means the Original Developer and any New Developer as the case may require,

"**Facilities Agreement**" means the agreement dated 3 July 2003 as amended and restated on 27 April 2007 entered into among Silvertown Quays Limited (as Borrower), Silvertown Quays (Parcel O) Limited (as Original Guarantor), and the Bank (as lender), as amended, supplemented, novated, extended or restated from time to time,

"**Holding Company**" means a holding company within the meaning of section 736 of the Companies Act 1985,

"**KUD**" means KUD Limited (Company Registration Number 4263335) whose registered office is situated at 3rd Floor, Pollen House, 10-12 Cork Street, London, W1S 3NP,

"**KUD's Guarantor**" means KUD International LLC a company organised under the laws of Delaware of the United States of America and whose address for service in the United Kingdom is c/o Hackwood Secretaries Limited, One Silk Street, London, EC2Y 8HQ,

"**Master Development Agreement**" means the master development agreement dated 28 October 2002 made between the Original Developer, Silvertown Quays Management Company Limited, the Agency, KUD and KUD's Guarantor as varied by the First MDA Variation, the Second MDA Variation and as may be otherwise varied supplemented and amended from time to time,

"**New Developer**" means any Affiliate of the Original Developer who accedes to the Deed and becomes a Developer in accordance with clause 15.3 (Assignment and New Developer) and the other terms of the Deed,

"**Obligor**" means the Original Developer and any New Developer which from time to time which has any liability to the Agency in respect of all or any part of the Secured Obligations,

"**Planning Agreement**" means the agreement entered into pursuant (inter alios) to section 106 of the Town and Country Planning Act 1990 dated 27 April 2007 and made between (1) the council of the London Borough of Newham (2) the Developer (3) Silvertown Quays (Parcel O) Limited (4) the Agency and (5) the Bank,

"**Project**" means the development of the property in accordance with the Master Development Agreement,

"**Project Documents**" means the Agency Project Documents and the Aquarium Project Documents (and each shall be a Project Document"), and

"**Section 106 Deed of Indemnity**" means the indemnity agreement dated 27 April 2007 between the Original Developer, KUD, KUD's Guarantor and the Agency, relating to the obligations

arising under the Planning Agreement in respect of the Project, and

"Subsidiary" means

- (a) a subsidiary within the meaning of Section 736 of the Companies act 1985, and
- (b) unless the context otherwise requires a subsidiary undertaking within the meaning of Section 258 of the Companies Act 1985

#### 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)

#### 4 1 Land

- (a) by way of legal mortgage, all estates and interests in the Specified Properties and all other freehold or leasehold properties now or hereafter belonging to it together with all buildings and Fixtures from time to time thereon or therein and all Ancillary Rights pertaining to them,
- (b) by way of legal charge (to the extent not effectively mortgaged under clause 2 1 2 (1) of the Deed or by any other present or future mortgage in favour of the Agency) all estates and interests in all freehold or leasehold properties now or hereafter belonging to it together with all buildings and Fixtures from time to time thereon or therein and all Ancillary Rights pertaining to them

#### 4 2 Plant, machinery and chattels

The Developer charges (subject to the Senior Documents) by way of fixed charge, all plant, machinery and other chattels now or hereafter owned by it, and its interest in all plant, machinery and other chattels held by it under any lease, licence, hire or rental contract or other arrangement (excluding any forming part of its stock in trade or work in progress) together with the benefit of all hiring, leasing or rental contracts in respect of any such plant, machinery or chattels hired, leased or rented by it to any other person, and any guarantees, indemnities and Security for the performance of such person's obligations now or hereafter held or enjoyed by it in relation thereto

#### 4 3 Credit balances

The Developer charges (subject to the Senior Documents and clause 5 6 2 of the Deed with regard to any Trust Monies) by way of fixed charge, all monies, whether principal or interest, accrued or accruing, now or at any time hereafter deposited in or otherwise standing to the credit of each Account and any other present or future account of the Developer with the Bank or any other bank, financial institution or other person, the debts thereby represented, and all other rights and benefits in connection therewith.

#### 4 4 Rental Income

The Developer charges (subject to the Senior Documents) by way of fixed charge (except to the extent the subject of a valid fixed Security under any other provision of the Deed), all rental and other like income payable to it together with the benefit of all guarantees, indemnities, Security and other rights of any nature now or hereafter held or enjoyed by it in relation thereto

#### 4 5 Investments

The Developer charges (subject to the Senior Documents) by way of fixed charge, all Investments hereafter owned by it or held by any nominee on its behalf, and the Related Rights pertaining to them

#### 4 6 Receivables

The Developer charges (subject to the Senior Documents and clause 5 6 2 of the Deed with regard to any Trust Monies) by way of fixed charge (except to the extent the subject of a valid fixed Security under any other provision of the Deed), all Debts and Intellectual Property Right Receivables together with the benefit of all guarantees, indemnities, Security and other rights of any nature now or hereafter held or enjoyed by it in relation thereto

#### 4 7 Intellectual Property Rights

The Developer charges (subject to the Senior Documents) by way of fixed charge, the Intellectual Property Rights now or hereafter owned by it (solely or with others), and its interest in all Intellectual Property Rights now or hereafter held or used by it (solely or with others) under licence, sub licence, franchise or otherwise in any way together with the benefit of all licences, sub licences, franchises and other agreements or arrangements of any nature entered into by it in relation to the use by it or third parties of such Intellectual Property Rights

#### 4 8 Miscellaneous

The Developer charges (subject to the Senior Documents) by way of fixed charge

- (a) the benefit of all statutory or regulatory licences, permissions, consents or authorisations held by it in connection with its business or the use of any Security Asset and any right to payment of compensation thereunder,
- (b) all sums, realised or recovered by any liquidator or administrator of the Developer pursuant to Part VI of the Insolvency Act 1986,
- (c) all rights to insurance proceeds under all Insurances (including all moneys which at any time may be or become payable to the Developer pursuant thereto),
- (d) (to the extent that they do not fall within any other sub-clause of clause 2 1 or under clause 2 2 (Assignment)) of the Deed all of the Developer's rights and benefits under any interest hedging agreement, any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it,
- (e) the benefit of all authorisations (statutory or otherwise) held in connection with its business or the use of any Security Asset specified in any other subparagraph in clause 2 of the Deed and the right to recover and receive all compensation which may be payable to it in respect of them,
- (f) its goodwill, and
- (g) its uncalled capital

4 9 Pursuant to clause 2 2 1 of the Deed the Developer as beneficial owner and with full title guarantee (save for the First Charge), assigns absolutely by way of security, (subject to the Senior Documents) to the Agency the benefit of and its whole present and future rights and claims under or in respect of, the Insurances including without limitation, all rights to submit, negotiate and settle claims, and all monies now or hereafter payable including the return of premiums

4 10 Pursuant to clause 2 2 2 of the Deed the Developer assigns absolutely by way of security (subject to the Senior Documents), all Rental Income, and the benefit of all guarantees, indemnities and all Security now or hereafter held or enjoyed by it in relation thereto

4 11 Pursuant to clause 2 2 3 of the Deed the Developer assigns absolutely by way of security, the benefit of and its whole present and future rights under the Relevant Agreements and all other contracts or agreements to which it is or may at any time hereafter be or become a party and the proceeds of all payments, claims, awards and other sums (including liquidated and ascertained damages) paid or payable to the Developer under or in respect thereof and the Developer's present and future claims, rights, remedies and causes of action thereunder

4 12 Pursuant to clause 3 1 of the Deed and in security for the payment and discharge of the Secured Obligations, the Developer with full title guarantee charges (subject to the Senior Documents and clause 5 6 2 of the Deed with regard to any Trust Monies) by way of floating charge, its whole undertaking, property, rights and assets, present and future, except to the extent they are effectively mortgaged, charged or assigned by way of mortgage, fixed charge or assignment under or pursuant to the Deed (including any such property rights or assets comprised in a charge which is reconverted under clause 3 5 (Reconversion) of the Deed), or any other mortgage, fixed charge or assignment in favour of the Agency

4 13 Pursuant to clause 7 of the Deed the Developer shall not create or permit to subsist any Security on any of its assets other than the First Charge the Deed and the Agency Third Charge

Where

"Accounts" means the account or accounts opened by or on behalf of Silvertown Quays Limited pursuant to the Facilities Agreement (and "Account" means any one or more of the Accounts) as more particularly described in Part 1 of Schedule 5 of the Deed,

"Ancillary Rights" means the benefit of all covenants, leases, tenancies, agreements, licences, rights, conditions or encumbrances relating to the Mortgaged Property and all monies paid or payable thereunder,

"Agency Third Charge" means the debenture dated 27 April 2007 granted by the Original Developer in favour of the Agency and which (subject to the terms of the Direct Agreement) ranks behind this charge,

"Agreement for Lease" means any Agreement by the Agency in favour of the Original Developer or an Obligor to grant an Occupational Lease to it,

"Aquarium" means the aquarium as defined in and to be constructed pursuant to, the Aquarium Agreement,

"Aquarium Agreement" means the agreement so called, dated 23 December 2005 (as varied and assigned on 22 December 2006 and as further varied and assigned by the CAAV) and made between the Agency, , the Original Developer, , Silvertown Quays Management Company Limited, KUD, Silvertown Quays (Parcel O) Limited and the Aquarium Operator,

"Aquarium Development Account" means the account with the Bank designated as such details of which are set out in Part I of the 5<sup>th</sup> Schedule to the Deed,

"Aquarium Operator" means Biota<sup>1</sup> (Registered Number 5304129) whose registered office is at Regents Park London NW1 4RY,

"Assigned Agreement for Lease" means any Agreement for Lease which has been lawfully assigned to an assignee which is not a member of the Group in accordance with a Disposal Contract,

"CAAV" means the Conditional Agreement for Assignment and Variation relating to the development of the Aquarium and made between the Original Developer, the Agency, the Aquarium Operator, KUD, Silvertown Quays (Parcel O) Limited and Silvertown Quays Management Company Limited and dated 27 April 2007,

"Debts" means all book and other debts now or in the future becoming due to a Developer (whether alone or jointly with any other person), whenever payable and liquidated or unliquidated, certain or contingent, including without limitation credit balances on any account at any agency or financial institution and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt,

"Direct Agreement" means the agreement dated 27 April 2007 between the Original Developer, Silvertown Quays Management Company Limited, the Agency, the Bank, KUD and KUD's Guarantor in respect of the Project,

"Disposal" means

(a) the sale or other disposal of an estate or interest in any of the Agreements for Lease or in a Parcel or the grant or creation of any lease or tenancy or other estate interest or right of whatever nature or any other dealing with any Parcel, and/or

(b) the sale or other disposal by an Obligor of its shareholding (in whole or in part) in a member of the Group,

**"Disposal Contract"** means any agreement, arrangement or contract made or to be made between the Original Developer or any other member of the Group on the one hand and a third party on the other hand in respect of a Disposal,

**"Facilities Agreement"** means the agreement so called dated 3 July 2003 as amended and restated on 27 April 2007 entered into among Silvertown Quays Limited (as Borrower), Silvertown Quays (Parcel O) Limited (as Original Guarantor), and the Bank (as lender), as amended, supplemented, novated, extended or restated from time to time,

**"First Charge"** means (i) the debenture dated 3<sup>rd</sup> July 2003 granted by the Original Developer to the Bank and (ii) the debenture dated 27 April 2007 granted by the Original Developer in favour of the Bank,

**"Fixtures"** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property,

**"Group"** means the Original Developer, any Subsidiary of the Original Developer, any Holding Company of the Original Developer and any Subsidiary of any such Holding Company,

**"Insurances"** means all policies or contracts of insurance or assurance now or hereafter effected by the Developer or on its behalf or in which it may have an interest whether or not required to be maintained or effected under the Project Documents,

**"Intellectual Property Rights"** means all know-how, patents (including supplementary protection certificates), patent applications, trade marks, immunity trade marks, service marks, trade names, brand names, business names, registered and unregistered designs, database rights, copyright, trade secrets, confidential information and knowhow and all other industrial and intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not) and including all applications for the same and all rights and causes of action in respect of infringement, past, present and future, of any of the foregoing,

**"Intellectual Property Right Receivables"** means receivables in relation to any Intellectual Property Right (including without limitation, all royalties, fees and income of like nature in relation to any Intellectual Property Right),

**"Investment"** means any stocks, shares, bonds, notes, certificates of deposit, bills or debt instruments or other securities or investments,

**"Mortgaged Property"** means all freehold or leasehold property and all interests in the same the subject of any security created by the Deed and includes the Specified Properties,

**"Occupational Lease"** means any occupational lease or licence or other right of occupation to which all or any part or parts of the Property may be subject from time to time,

**"Parcel"** means such part of the Property as defined in the relevant agreement for Lease,

**"Property"** means the area of land shown delineated in red on plan 1 set out in schedule 16 of the Facilities Agreement but shall exclude any plots or areas of land subject of an Assigned Agreement for Lease and, unless the context otherwise requires, reference to the **"Property"** shall be construed as references to the Property as a whole and each and every part of the Property,

**"Related Rights"** means any dividend or interest paid or payable in relation to any share or securities and any rights, moneys or property accruing or offered at any time in relation to any shares or securities by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

**"Relevant Agreements"** means the agreements listed in schedule 3 of the Deed and all other contracts and agreements which the Agency may, at any time hereafter, designate as a

Relevant Agreement,

**"Rental Income"** means the aggregate of all amounts payable to or for the benefit or account of the Original Developer or an Obligor in connection with the letting or licensing of the Property or any part of it, including (but not limited to)

- (a) rent and/or licence fees (and any amount equivalent to it) payable whether variable or not and however or whenever described, reserved or made payable,
- (b) sums received by the Original Developer or an Obligor from any deposit held as security for performance of any tenant's obligations,
- (c) any other moneys payable in respect of occupation and/or usage of the Property and every fixture and fitting in it and any and every fixture on it for display or advertisement, or licence or otherwise,
- (d) any profits, damages, compensation, settlement or expenses for or representing loss of rent or interest on them awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Original Developer or an Obligor from any party) in furtherance of such proceedings so taken or claim so made,
- (e) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon,
- (f) any sum payable or the value of any consideration to be given by or on behalf of a tenant or licensee for the surrender or variation of any Occupational Lease,
- (g) any sum payable by any guarantor of any tenant or licensee under any Occupational Lease,
- (h) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same,

**"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,

**"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 Deed,

**"Senior Documents"** means the First Charge, the Facilities Agreement and the Direct Agreement, and

**"Specified Properties"** means the freehold or leasehold properties specified in Part I of Schedule 1 of the Deed, and

**"Trust Monies"** means the balance from time to time of any monies paid by the Aquarium Operator into the Aquarium Development Account after the deduction from out of out of such monies from time to time of all payments as are due pursuant to the CAAV and the Revised Aquarium Development Agreement (as defined in the CAAV)



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 DEBENTURE DATED THE 27th APRIL 2007 AND CREATED BY SILVERTOWN QUAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF ANY OBLIGOR TO LONDON DEVELOPMENT AGENCY ON ANY ACCOUNT WHATSOEVER 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

*Pangels*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —