

MG01

Particulars of a mortgage or charge

104193 / 13



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 for a
company. To do this, please
use form MG01s

WEDNESDAY



L0051Z4Y

LD5

14/12/2011

#29

COMPANIES HOUSE

1

Company details

Company number

0 7 6 1 8 3 4 8

Company name in full

London Gateway Port Holdings Limited ("Holdco")

For official use



Filling 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

d0 d6 m1 m2 y2 y0 y1 y1

3

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

A debenture with floating charge dated 6 December 2011 between Holdco as chargor and UniCredit Bank
AG, London Branch as Security Trustee on behalf of the Secured Parties (as defined in Section 6 (Short
particulars of all property mortgaged or charged) of the attached continuation pages) (the "**Debenture**")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual or
contingent whether owed jointly, severally or in any other capacity
whatsoever and whether originally incurred by an LG Major Project
Participant or by some other person) of each LG Major Project Participant
to the Finance Parties (or any of them) under each of the Finance
Documents (the "**Secured Obligations**")

Continuation page

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

MG01

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 UniCredit Bank AG, London Branch as Security Trustee

Address on behalf of the Secured Parties,

Moor House, 120 London Wall, London

Postcode E C 2 Y 5 E T

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

Please see the attached Section 6 (Short particulars of all the property mortgaged or charged) continuation pages

Unless defined elsewhere in this MG01 form, please see the attached Section 6 (Short particulars of all the property mortgaged or charged) continuation pages for the defined terms which are used throughout this MG01 form (including the continuation pages)

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	<p>"Accounts Mandate" means the accounts mandate agreement between the Borrower, National Westminster Bank plc as account bank and UniCredit Bank AG, London Branch as Intercreditor Agent and Security Trustee, dated 6 December 2011</p> <p>"Acceptable Bank" means</p> <p>(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A- or higher by at least two of Standard & Poor's Rating Services or Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited, or</p> <p>(b) any other bank or financial institution approved by the Intercreditor Agent</p> <p>"Arrangers" means the financial institutions listed in Part II of Schedule 1 of the Common Terms Agreement</p> <p>"Borrower" means London Gateway Port Limited, registered in England and Wales with company number 04341592</p> <p>"Borrower Debenture" means the debenture between the Borrower and the Security Trustee dated 6 December 2011</p> <p>"Charged Assets" means each of the assets and undertaking of Holdco which from time to time are the subject of any security created or expressed to be created by it in favour of Security Trustee by or pursuant to the Debenture</p> <p>"Common Terms Agreement" means the agreement between, amongst others, the Borrower, Holdco, the European Investment Bank as Senior EIB Facility Lender and LGTT Guarantor, UniCredit Bank AG, London Branch as Intercreditor Agent, Senior Commercial Facility Agent and Security Trustee and the Original Senior Commercial Facility Lenders listed therein, dated 6 December 2011</p> <p>"Covered LGTT Lenders" means each of the lenders under the LGTT Loan Facility Agreement</p> <p>"Derivative Transaction" means any commodity, currency or interest purchase, cap or collar agreement, forward rate agreement, interest rate, currency or commodity future or option contract, foreign exchange or currency purchase or sale agreement, interest rate swap, currency swap or combined interest rate and currency swap agreement or commodity swap and any other similar agreement entered into to manage interest rate, currency or commodity risks</p> <p>"Delegate" means any delegate, agent, attorney, joint or co-trustee appointed by the Security Trustee</p> <p>"Direct Agreement" means</p> <p>(a) the LORDI direct agreement between Borrower, LORDI and the Security Trustee dated 6 December 2011,</p> <p>(b) the following direct agreements dated on or about 6 December 2011</p> <p>(i) agreement between the Borrower, Cargotec Finland Oy and the Security Trustee relating to the automatic stacking cranes contract,</p> <p>(ii) agreement between the Borrower, Cargotec UK Limited and the Security Trustee relating to the automatic stacking cranes contract,</p> <p>(iii) agreement between the Borrower, Cargotec Finland Oy and the Security Trustee relating to the straddle carriers contract,</p>	

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	<p>(iv) agreement between the Borrower, Cargotec UK Limited and the Security Trustee relating to the straddle carriers contract,</p> <p>(v) agreement between the Borrower, Shanghai Zhenhua Heavy Industry Co Ltd and the Security Trustee relating to the quay cranes contract, and</p> <p>(vi) agreement between the Borrower, Zhenhua Heavy Industry Co Ltd and the Security Trustee relating to the rail mounted gantry cranes contract,</p> <p>(c) the direct agreements relating to automatic stacking cranes, straddle carriers and quay cranes for Berth Three,</p> <p>(d) the direct agreement between the Borrower, the Shareholder and the Security Trustee relating to the management services agreement dated 6 December 2011,</p> <p>(e) the direct agreement between the Borrower, Navis LLC and the Security Trustee relating to the terminal operating system supply contract dated on or about 6 December 2011, and</p> <p>(f) any direct agreement entered into pursuant to Clause 22 13(c) (Entry into Project Documents) of the Common Terms Agreement</p> <p>"Equity Contribution Guarantee" means the agreement between the Borrower, DP World Limited and the Security Trustee dated 6 December 2011</p> <p>"Equity Guarantor" means DP World Limited, a company incorporated in the Dubai International Financial Centre with registration number 0226</p> <p>"Equity Subscription Deed" means the agreement between between the Shareholder, Holdco, the Borrower, the Intercreditor Agent and the Security Trustee dated 6 December 2011</p> <p>"Facility Agents" means the European Investment Bank (in respect of the Senior EIB Facility), the LGTT Guarantor (in respect of the LGTT Guarantee Facility), the Senior Commercial Facility Agent and the LGTT Facility Agent and "Facility Agent" means any of them</p> <p>"Fee Letters" mean</p> <p>(a) an agency fee letter between the Borrower and the Security Trustee dated 6 December 2011, and</p> <p>(b) arrangement fee letters between the Borrower and the Security Trustee on behalf of the Senior Commercial Facility Lenders dated 6 December 2011</p> <p>"Finance Documents" means</p> <p>(a) the Common Terms Agreement,</p> <p>(b) the Senior Commercial Facilities Agreement,</p> <p>(c) the Senior EIB Facility Agreement,</p> <p>(d) the LGTT Finance Documents,</p> <p>(e) the Security Documents,</p> <p>(f) the Security Trust and Intercreditor Deed,</p>	

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

(g) the Accounts Mandate,
(h) the Equity Subscription Deed,
(i) the Equity Contribution Guarantee,
(j) the Hedging Agreements,
(k) the Hedging Coordination Letter,
(l) the Fee Letters, and
(n) any other document which is designated as a "Finance Document" by the Intercreditor Agent and pursuant to which an LG Major Project Participant undertakes obligations towards any Finance Party"

"Finance Parties" means a Lender, the Intercreditor Agent, the Facility Agents, the Security Trustee, the Arrangers and the Hedging Banks (and **"Finance Party"** means any of them)

"Hedging Agreements" means a Hedging Master Agreement together with its schedule and any confirmation (s) relating to a Derivative Transaction between the Borrower and a Hedging Bank entered into in accordance with the hedging policy

"Hedging Banks" means

(a) any Original Hedging Bank, and
(b) any person which has acceded to the Common Terms Agreement and the Security Trust and Intercreditor Deed as a Hedging Bank and which is an Acceptable Bank at the time of such accession

"Hedging Coordination Letter" means the agreement between the Borrower and the Original Hedging Banks dated 6 December 2011

"Hedging Master Agreement" means the form of either the 1992 ISDA Master Agreement (Multi currency – Cross-Border) or the 2002 ISDA Master Agreement, in a form to be agreed between the Borrower and a Hedging Bank

"Intercreditor Agent" means UniCredit Bank AG, London Branch

"Lender" means Senior Lenders, the LGTT Guarantor and the Covered LGTT Lenders

"LG Major Project Participant" means

(a) the Borrower,
(b) Holdco, and
(c) the Shareholder, the Sponsor and the Equity Guarantor, unless in each case the Intercreditor Agent is satisfied (acting reasonably) that such person does not have any actual or contingent payment obligations under the Transaction Documents

"LGTT Facility Agent" has the meaning given to such term in the LGTT Loan Facility Agreement

"LGTT Finance Documents" means the LGTT Guarantee Facility Agreement, the LGTT Guarantee and the LGTT Loan Facility Agreement

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

"LGTT Guarantee" means the irrevocable and unconditional guarantee by the LGTT Guarantor in favour of the Covered LGTT Lenders with respect to principal and interest outstanding under the LGTT Loan Facility

"LGTT Guarantor" means the European Investment Bank having its seat at 100 boulevard Konrad Adenauer, Luxembourg L2950, Luxembourg

"LGTT Loan Facility" means the standby loan facility to be provided by the Covered LGTT Lenders and to be guaranteed pursuant to the LGTT Guarantee

"LGTT Loan Facility Agreement" means the agreement substantially in the form of Schedule 3 of the LGTT Guarantee Facility Agreement

"LGTT Guarantee Facility" means the guarantee facility in relation to the LGTT Guarantee to be made available by the LGTT Guarantor pursuant to the terms of the LGTT Guarantee Facility Agreement

"LGTT Guarantee Facility Agreement" means the agreement between the Borrower and the European Investment Bank, dated 6 December 2011

"Mortgage" means the mortgage between the Borrower and UniCredit Bank AG, London Branch as Security Trustee, dated 6 December 2011

"Mortgaged Property" means any freehold and/or leasehold property specified in Schedule 1 (*Mortgaged Property*) of the Debenture

"Project" means the development, construction, completion, operation and maintenance of phase I of the London Gateway port development

"Project Documents" means

- (a) documents listed in Schedule 9 (*Project Documents List*) of the Common Terms Agreement,
- (b) documents entered into to replace any of the documents listed in Schedule 9 (*Project Documents List*) in accordance with the Common Terms Agreement,
- (c) any guarantees, direct agreements, bonds and similar agreements provided by third parties related to any of the documents listed in Schedule 9 (*Project Documents List*) of the Common Terms Agreement or to any replacement documents thereof,
- (d) documents entered into by the Borrower to procure fixtures, fittings or other ancillary items to make the works referred to in Schedule 9 (*Project Documents List*) of the Common Terms Agreement functional,
- (e) contracts of employment,
- (f) contracts appointing any professional advisers or consultants required or desirable in relation to the Project,
- (g) any other contracts entered into by the Borrower up to a limit of GBP 5,000,000 per contract or a series of related contracts for related goods and services with the same or a related counterparty and GBP 25,000,000 in aggregate per annum, and
- (h) any other document designated as a "Project Document" by the Intercreditor Agent (acting reasonably)

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	<p>"Real Property" means the Mortgaged Property and any present or future freehold or leasehold property and any other interest in land or buildings and all rights relating thereto in which the Borrower has an interest</p> <p>"Related Assets" means all dividends, interest and other moneys payable in respect of any Share and all other rights, benefits and proceeds in respect of or derived from any Share (whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise) held by, to the order or on behalf of Holdco at any time</p> <p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and any moneys and proceeds paid or payable in respect of that asset, and (d) any moneys and proceeds paid or payable in respect of that asset <p>"Relevant Share" means all Shares held by Holdco from time to time in London Gateway Port Limited (registered in England and Wales under company number 04341592) and all of Holdco's other present and future Shares in any subsidiary of Holdco for the time being</p> <p>"Secured Parties" means a Finance Party or any Delegate</p> <p>"Security Documents" means</p> <ul style="list-style-type: none"> (a) the Debenture and the Borrower Debenture, (b) the Mortgage, (c) each Direct Agreement, (d) any other document creating security or quasi-security in favour of the Finance Parties or any of them which is designated as a "Security Document" by the Intercreditor Agent, and (e) any other document designated as a "Security Document" by the Intercreditor Agent and the Borrower <p>"Security Trust and Intercreditor Deed" means the agreement between, amongst others, the Borrower, Holdco, the European Investment Bank, UniCredit Bank AG, London Branch as Intercreditor Agent, Senior Commercial Facility Agent and Security Trustee and the Original Senior Commercial Facility Lenders listed therein, dated 6 December 2011</p> <p>"Security Trustee" means UniCredit Bank AG, London Branch or such other person as may be replaced from time to time in accordance with the Finance Documents</p> <p>"Senior Commercial Facility Agent" means UniCredit Bank AG, London Branch</p> <p>"Senior Commercial Facilities Agreement" means the facilities agreement between, amongst others, the Borrower, UniCredit Bank AG, London Branch as Senior Commercial Facility Agent and the Original Senior</p>

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

Commercial Facilities Lenders as listed therein, dated 6 December 2011

"**Senior Commercial Facility Lender**" means the lenders under the Senior Commercial Facilities Agreement

"**Senior EIB Facility**" means the loan facility made or to be made available pursuant to the terms of the Senior EIB Facility Agreement

"**Senior EIB Facility Agreement**" means the agreement between the Borrower and the European Investment Bank dated 6 December 2011

"**Senior EIB Facility Lender**" means the European Investment Bank having its seat at 100 boulevard Konrad Adenauer, Luxembourg, L2950, Luxembourg

"**Senior Lenders**" the Senior Commercial Facility Lenders and the European Investment Bank

"**Share**" means any stock, share, debenture or other security and all Related Assets

"**Shareholder**" means The Peninsular and Oriental Steam Navigation Company, incorporated in England and Wales with company number ZC000073

"**Sponsor**" means DP World Limited, a company incorporated and registered in the Dubai International Financial Centre with registered number 0226

"**Transaction Documents**" means the Finance Documents and the Project Documents

"**Original Hedging Banks**" means the financial institutions listed in part II of Schedule 1 of the Common Terms Agreement

"**Original Senior Commercial Facility Lenders**" means the financial institutions listed in part I of Schedule 1 of the Common Terms Agreement

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Pursuant to Clause 3 of the Debenture, Holdco mortgaged, charged and assigned the assets over which it is expressed to grant security for the payment, discharge and performance of the Secured Obligations. The assets over which Holdco granted security are as follows

1. Fixed Security

1.1 Pursuant to Clause 3.1 (*Mortgage*) of the Debenture, Holdco charged in favour of the Security Trustee by way of first legal mortgage the freehold and/or leasehold property specified in Schedule 1 (*Mortgaged Property*) of the Debenture

1.2 Pursuant to Clause 3.2 (*Assignment by way of Security*) of the Debenture, Holdco assigned absolutely with full title guarantee to the Security Trustee (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.1 (*Mortgage*) of the Debenture and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same) all of its right, title and interest from time to time in and to the following assets

(a) any agreements, contracts, deeds, leases, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting Holdco in respect of the Real Property and all other Related Rights,

(b) any rental income and disposal proceeds and the right to make demand for and receive the same,

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	<p>and</p> <p>(c) each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby and all other Related Rights</p> <p>1.3 Pursuant to Clause 3 3 (<i>Fixed Charge</i>) of the Debenture, Holdco charged with full title guarantee in favour of the Security Trustee by way of first fixed charge (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3 1 (<i>Mortgage</i>) of the Debenture or assigned pursuant to Clause 3 2 (<i>Assignment by way of Security</i>) of the Debenture) all of its rights, title and interest from time to time in and to each of the following assets</p> <p>(a) the Real Property and all Related Rights,</p> <p>(b) each of its accounts with any bank, building society, financial institution or other person (including any replacement account or sub-division or sub-account of that account) and the debt or debts represented thereby and all other Related Rights,</p> <p>(c) each of its interest or currency rate swap, cap, floor, collar or option transactions, all proceeds paid or payable thereunder and all Related Rights,</p> <p>(d) book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights,</p> <p>(e) patents, trade marks, service marks, designs, business and trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests to which it is entitled, whether registered or unregistered, the benefit of all applications and its rights to use such assets and all Related Rights,</p> <p>(f) plant, machinery, office equipment, computers, vehicles, furniture, fittings and other chattels (excluding any for the time being forming part of the Borrower's stock in trade or work in progress) and all Related Rights,</p> <p>(g) goodwill and rights and claims in relation to its uncalled share capital,</p> <p>(h) rights to recover any VAT on any supplies made to it relating to the Charged Assets and any sums so recovered,</p> <p>(i) the Relevant Share and the Related Assets,</p> <p>(j) any stocks, Shares, debentures, securities, certificates of deposit and other investments, all interests in collective investment schemes and partnerships and all warrants, options and rights to subscribe for any investment whether held by or on behalf of Holdco or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system), and</p> <p>(k) each of the assets which are specified in paragraph 1 2 of this section of the form MG01</p> <p>2 Floating Charge</p> <p>Pursuant to Clause 4 1 (floating charge) of the Debenture</p> <p>(a) Holdco with full title guarantee charged in favour of the Security Trustee by way of first floating</p>

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	<p>charge all present and future assets and undertaking of Holdco</p> <p>(b) the floating charge created by the Debenture shall be deferred in point of priority to all fixed security validly and effectively created by the Borrower under the Finance Documents in favour of the Security Trustee (as trustee for the Secured Parties) as security for the Secured Obligations</p> <p>(c) paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph (a) above</p> <p>Pursuant to Clause 4 2 (conversion of floating charge to fixed security) of the Debenture, the Security Trustee may at any time, while the security created by or pursuant to the Debenture is enforceable in accordance with Clause 10 (<i>Enforcement of security</i>) of the Debenture, by notice to Holdco convert the floating charge constituted under Clause 4 1 (<i>Floating charge</i>) of the Debenture with immediate effect into a fixed charge as regards any asset which is the subject of the floating charge or which is specified in the notice</p> <p>3. Further Assurance</p> <p>The Debenture contains covenants for further assurance</p> <p>4. Negative Pledge</p> <p>The Debenture contains covenant for a negative pledge</p>	

MG01

Particulars of a mortgage or charge

7 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

8 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).

9 Signature

Please sign the form here

Signature

Signature

X 

X

This form must be signed by a person with an interest in the registration of the 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 **Jeremy Connick 70-40505957**

Company name
Clifford Chance LLP (via CH London counter)

Address **10 Upper Bank Street**

Post town **London**

County/Region

Postcode **E 1 4 5 J J**

Country

DX

Telephone **02070064237**

**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7618348
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE WITH FLOATING
CHARGE DATED 6 DECEMBER 2011 AND CREATED BY
LONDON GATEWAY PORT HOLDINGS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH LG MAJOR
PROJECT PARTICIPANT TO THE FINANCE PARTIES (OR ANY OF
THEM) ON ANY ACCOUNT WHATSOEVER 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 14
DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER
2011

dc



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES