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

* insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

00242246

Name of company

* SERCO LIMITED, a limited liability company registered under the laws of England and Wales (the
"Chargor").

Date of creation of the charge

7 MARCH 2006

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

STOCK CHARGE between the Chargor and Docklands Light Railway Limited (the "Trustee") dated 7
March 2006 (the "Stock Charge")

Amount secured by the mortgage or charge

The payment by the Chargor of the Stock Purchase Price (the "Indebtedness").

(CONTINUED ON ADDENDUM 2/4)

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

DOCKLANDS LIGHT RAILWAY LIMITED, Operations and Management Centre, PO Box 154, Castor
Lane, Poplar, London

Postcode E14 0DX

Presentor's name address and
reference (if any):

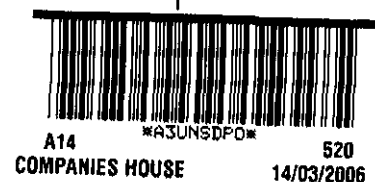
Ashurst
Broadwalk House
5 Appold Street
London EC2A 2HA
LZM/JZA/D645.00091/3948520

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. The Chargor, as continuing security for the indebtedness, charges with full title guarantee in favour of the Trustee by way of first floating charge all Stocks both present and future, from time to time.
2. The Trustee may at any time by notice in writing to the Chargor convert the floating charge created pursuant to clause (1) into a fixed charge as regards such assets as it shall specify in the notice and by way of further assurance the Chargor shall promptly execute a fixed charge over such assets in such for as the Trustee shall require.
3. If the Chargor creates (or purports to create) any Security Interest (except as permitted by the Franchise Agreement or with the prior consent of the Trustee) on or over any Charged Property without the prior consent in writing of the Trustee, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Charged Property, the floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant floating charge asset.

(CONTINUED ON ADDENDUM 4/4)

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*Please complete
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bold block
lettering*

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95

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Admitt

Date

10.03.06

On behalf of the Trustee[†]

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

Notes

† delete as
appropriate

- 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

Name of company

* insert full name
of company

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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)

In this Form:

"Business" means the business of operating the Docklands Light Railway pursuant to the Franchise Agreement;

"Charged Property" means all the Stocks;

"Franchise Agreement" means the agreement dated 7 March 2006 between the Chargor (as franchisee) and the Trustee;

"Franchise Assets" means the Intellectual Property, Moveable Equipment, Existing Railway, Rolling Stock and Software including in each case any Other Assets;

"Permitted Security Interest" means:

- (a) the security constituted by the Stock Charge;
- (b) liens securing obligations not more than 30 days overdue, arising by operation of law in the ordinary course of trading; and
- (c) Security Interests arising out of title retention provisions in a supplier's standard conditions of supply of goods where the goods in question are supplied on credit and are acquired by the Chargor in the ordinary course of trading;

"Franchisee" means the Chargor;

"Other Assets" means any assets/rights arising from or used in connection with the Franchise which are, prior to designation pursuant to clause 49 (Intellectual Property) and/or 50 (Other Assets) of the Franchise Agreement, not Franchise Assets or Stocks and which the Trustee reasonably considers to be material for the continuing operation of the Railway and/or the undertaking comprised in the Franchise and which the Trustee designates as Other Assets pursuant to clause 49 and/or clause 50 of the Franchise Agreement;

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, trust, assignment by way of security, reservation of title or any other security interest whatsoever, howsoever created or arising or any other agreement or arrangement (including, without limitation, a sale and repurchase arrangement) having the commercial effect of conferring security and any agreement to enter into, create or establish any of the foregoing;

"Stock Purchase Price" means the aggregate value of the Stocks as shown by the Stock Valuation Statement;

"Stock Valuation Statement" means the statement prepared pursuant to the provisions of clause 2 of the Stock Charge to determine the Stock Purchase Price; and

"Stocks" means stocks and consumables including consumables, spares, small tools and equipment (excluding the Franchise Assets) of the Franchisee and used exclusively in the Business from time to time.

Company number

00242246

Name of company

* insert full name
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* SERCO LIMITED, a limited liability company registered under the laws of England and Wales

M395 Continuation

Company number

00242246

Name of company

* insert full name
of company

* SERCO LIMITED, a limited liability company registered under the laws of England and Wales

Addendum 3/4

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

Name of company

* insert full name
of company

* SERCO LIMITED, a limited liability company registered under the laws of England and Wales

Addendum 4/4

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

4.

(a) The Chargor will, at its own expense, promptly following request by the Trustee, execute such deeds and other agreements and otherwise take whatever action the Trustee may reasonably require:

- (i) to perfect and/or protect the security created (or intended to be created) by the Stock Charge;
- (ii) to facilitate the realisation or enforcement of such security;
- (iii) to facilitate the exercise of any of the Trustee's rights, powers or discretions under this deed; and/or
- (iv) to confer on the Trustee security over any assets of the Chargor (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by this deed,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

- (b) Any security document required to be executed by the Chargor under this clause (4) will contain clauses corresponding to and no more onerous than the provisions set out in the Stock Charge.

5. The Chargor will not:

- (a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property other than a Permitted Security Interest;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than floating charge assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Franchise Agreement or with the prior consent of the Trustee.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00242246

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A STOCK CHARGE DATED THE 7th MARCH 2006 AND CREATED BY SERCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DOCKLANDS LIGHT RAILWAY LIMITED 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 MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th MARCH 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

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