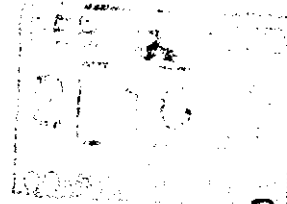


# M

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395



301873/10

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

To the Registrar of Companies

For Official Use

Company Number

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2938984
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Name of company

\*Insert full name of company

GREAT NORTH EASTERN RAILWAY LIMITED (" <b>Borrower</b> ")
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Date of creation of the charge

13 September 2004
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Description of the instrument (if any) creating or evidencing the charge (note 2)

Charge over cash deposit (" <b>Charge</b> ") dated 13 September 2004 made between (1) the Borrower and (2) The Governor and Company of the Bank of Scotland (" <b>Bank</b> ").
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Amount secured by the mortgage or charge

<p>All or any monies and liabilities which will from the date of the Charge (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Bank by the Borrower pursuant to the Season Ticket Bond Facility (as defined below), whether actually or contingently and including interest, discount, commission and (on a full indemnity basis) other lawful charges or expenses including all reasonable legal and other costs and expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Borrower's account, and so that interest shall be computed and compounded according to the usual Bank rates and practice as well as before any demand made or decree obtained under the Charge. ("<b>Secured Liabilities</b>")</p>
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Names and addresses of the mortgagees or persons entitled to the charge

The Governor and Company of the Bank of Scotland, 4th Floor, Lisbon House, 116 Wellington Street, Leeds.	
Postcode	LS1 4LT

<p>Presenter's name, address and reference (if any):</p> <p style="text-align: right;">Ⓞ</p> <p>DLA Princes Exchange Princes Square Leeds LS1 4BY</p> <p>Ref: AJXD/5831/120557</p>
<p>Time critical reference</p> <p>AJXD/4062988</p>

<p>For Official Use</p> <p>Mortgage section</p>	<p>Post Room</p>

The Borrower with full title guarantee assigned by way of security to the Bank for the payment and discharge of the Secured Liabilities the Deposit (as defined below) and all the present and future rights, titles and benefit of the Borrower whatsoever in the Deposit (but subject to redemption on payment of all monies and the discharge of the Secured Liabilities covenanted to be paid or discharged under the Charge.

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

NOTE 1

The Borrower agreed with the Bank:

1. not to, except as expressly permitted by the Charge, withdraw the Deposit and shall not, without prior written consent to the Bank, assign discount pledge charge or otherwise dispose of or deal with or permit any third party rights to arise over all or any part of the Deposit or attempt to agree to do so;
2. not to release, grant time or indulgence or compound with any third party or permit any set off or other adverse rights against the Deposit not do or omit to do anything which may delay or prejudice the right of the Bank to receive payment of the Deposit;

Particulars as to commission allowance or discount (note 3)

Nil

Signed DLA LLP

Date 21 September 2004

On behalf of [mortgagee/chargee]

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, e.g. "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.

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**Particulars of a mortgage or charge (continued)**

Continuation Sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

Name of company

\*Insert full name of company

GREAT NORTHERN EASTERN RAILWAY LIMITED ("**Borrower**")

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

[Empty box for description of the instrument]

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

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legibly,  
preferably in  
black bold type  
or bold block  
lettering**

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

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

NOTES CONTINUED

3. to immediately inform the Bank of any claim or notice relating to the Deposit received from any person (other than the Bank) and of all other matters relevant thereto; and
4. to do all such things and execute all such assignments, charges, authorities and documents as the Bank shall from time to time require for perfecting its title to or for vesting or enabling it to vest the full benefit of the Deposit in the Bank or its nominee or to enable the Bank to obtain payment of the Deposit such documents to be prepared by or on behalf of the Bank at the cost of the Borrower in such forms as the Bank may reasonably require.

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

NOTE 2

The Borrower by way of security irrevocably appoints the Bank and the persons deriving title under it to be its attorney in its name and on its behalf and as its act and deed or otherwise to sign or otherwise execute all such deeds, instruments and documents relating to the Deposit (including all the matters referred to in Note 1 (4) of the above) and to do all such acts and things as may be required for the full exercise of the powers conferred by this provision. The Borrower agrees that it will ratify and confirm any deed, instrument, document, act or thing which any such attorney may lawfully execute or do if so required by the Bank.

DEFINITIONS

**"Charged Account"** means the account (denominated in whatever currency) of the Borrower with the Bank at 4th Floor, Lisbon House, 116 Wellington Street, Leeds, LS1 4LT which account is blocked or designated as charged to the Bank and now numbered at the date of the Charge 06014317 as the same may be replaced, redesignated, renumbered or rearranged from time to time.

**"Deposit"** means all sums (denominated in whatever currency) together with all interest and other amounts accruing on such sums for the time being and from time to time standing to the credit of the Charged Account (as defined above).

**"Season Ticket Bond Facility"** means a bond facility letter dated on or about the date of the Charge addressed to the Borrower from the Bank pursuant to which the Bank has issued or will issue to the Strategic Rail Authority a bond in the form set out therein.

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**Particulars of a mortgage or charge  
(continued)**

Continuation Sheet No 1  
to Form No 395 and 410 (Scot)

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

Company Number

2938984

Name of company

\*Insert full name of  
company

GREAT NORTHERN EASTERN RAILWAY LIMITED ("**Borrower**")

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

[Empty box for description of the instrument]

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

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lettering**



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

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lettering**

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

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or bold block  
lettering**

FILE COPY



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

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

COMPANY No. 02938984

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT DATED THE 13th SEPTEMBER 2004 AND CREATED BY GREAT NORTH EASTERN RAILWAY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 22nd SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th SEPTEMBER 2004 .

*P Cargelan*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —