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COMPANIES FORM No. 395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

207044/13
2015

02938984

Name of company

* Great North Eastern Railway Limited (the "Chargor")

Date of creation of the charge

14 December 2006

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

Deed of charge over credit balances (the "Charge"), dated 14 December 2006, and made between the Chargor and Barclays Bank PLC (the "Lender")

Amount secured by the mortgage or charge

See Part II of the attached schedule

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

Barclays Bank PLC
One Churchill Place
London

Postcode E14 5HP

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

Lovells
Atlantic House
Holborn Viaduct
London
EC1A 2FG

Ref: F3/JR/1740426.1

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

LFHR5LHF

410

19/12/2006

Short particulars of all the property mortgaged or charged

See Part III of the attached schedule.

The attached schedule refers to comments by, and restrictions on, the Chargor which protect and further define the charges created by the Charge and which must be read as part of those charges.

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)

Not applicable

Signed

Deborah A. Coy
LOVELLS

Date

19.12.2006

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

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

† 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

SCHEDULE TO FORM 395

GREAT NORTH EASTERN RAILWAY LIMITED – DEED OF CHARGE OVER CREDIT BALANCES

PART I

DEFINITIONS

In this form 395 words or expressions defined in the Charge shall, unless otherwise defined below, bear the same meaning in this form 395 and, in addition, in this form 395 the following expressions have the following meanings:

"Deposit(s)" means all sums of money in any currency:-

- (a) deposited or paid by the Chargor now or at any time hereafter to the credit of the account(s) with the Lender specified in Part 2 of Schedule 2 of the Charge and/or (where the context permits) any additional and/or substitute account(s) in the future opened with the Lender for the deposit or holding of all or part of the money or interest subject to this security (including in each case such account as redesignated and/or renumbered from time to time); and
- (b) representing the renewal or replacement of or for any sums deposited or paid or held as set out in the foregoing paragraphs;

and, in each case, whether any such account is opened in the name of the Chargor or in the Lender's name in respect of the Chargor's liabilities to the Lender or otherwise.

The account referred to above and which occurs in Part 2 of Schedule 2 of the Charge is an interest bearing account opened in the books of Barclays Bank PLC (as renewed, redesignated, replaced or renumbered from time to time).

"Secured Sums" all money and liabilities now or in the future due, owing or incurred in any manner to the Lender by the Chargor, whether actually or contingently and whether solely or jointly with any person, whether as principal or surety, whether or not the Lender was an original party to the relevant transaction, and in whatever name or style, together with all interest, discount, commission, fees, charges, costs and expenses for which the Chargor may be or become liable to the Lender.

PART II

AMOUNT SECURED BY MORTGAGE OR CHARGE

The Secured Sums

PART III

PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

By clause 2 (*Covenant to pay and Charging clause*) of the Charge the Chargor:

- (a) with full title guarantee charged by way of fixed charge the Deposit(s), together with all interest from time to time accruing on such Deposit(s), as security for the payment or discharge of all Secured Sums; and

- (b) assigned to the Lender for the purposes of and to give effect to the security under the Charge its right to require the Lender to repay to it the Deposit(s) and to pay interest on such Deposit(s) to it.

PART IV

COVENANTS AND RESTRICTIONS

By clause 3 (*Restriction on repayment of the Deposit(s)*) of the Charge, the Chargor agreed that during the currency of the security and notwithstanding any term (express or implied) pursuant to which any of the Deposit(s) is or may be deposited with the Lender or paid to the Lender or held by the Lender, such Deposit(s) shall only be repayable upon written request or demand and the Chargor shall not be entitled to make any request or demand upon the Lender for repayment of such Deposit(s) or for payment of interest on such Deposit(s), unless the Lender shall first have agreed to release this security insofar as it concerns such Deposit(s).

By clause 5 (*Negative Pledge*) of the Charge, the Chargor may not assign or create, or permit to subsist, any fixed or floating charge or other security interest of any kind or any trust over any money or interest subject to the security under the Charge or its right or interest therein, or agree to do so, except in favour of the Lender.

By clause 12 (*Further assurance*) of the Charge, the Chargor shall at its own cost and on demand by the Lender in writing execute and deliver to the Lender all such instruments and other documents and take all such action as the Lender may from time to time request in order to give full effect to the Charge.

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 DEED OF CHARGE OVER CREDIT BALANCES DATED THE 14th DECEMBER 2006 AND CREATED BY GREAT NORTH EASTERN RAILWAY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th DECEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd DECEMBER 2006.

[Handwritten signature]



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —