

23 / 229892

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is  
delivered with a court order extending the time for delivery.



A22 \*A5CPAL8G\* #425  
05/08/2016  
COMPANIES HOUSE

☒ You **must** enclose a certified copy of the instrument with this form.  
It must be scanned and placed on the public record. **Do not send the original**

# 1 Company details

Company number 0 0 7 2 7 8 1 7

Company name in full SIEMENS PUBLIC LIMITED COMPANY

**Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

# 2 Charge creation date

Charge creation date d 2 d 9 m 0 m 7 y 2 y 0 y 1 y 6

# 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name SIEMENS FINANCIAL SERVICES LIMITED (as Agent)

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

**4** Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

**5** Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

**6** Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

**7** Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

**8** Trustee statement <sup>①</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)

**9** Signature

Please sign the form here

Signature

Signature

X

Reed Smith LLP

X

This form must be signed by a person with an interest in the charge

# MR01

## Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name JON PIKE

Company name REED SMITH LLP

Address THE BROADGATE TOWER

20 PRIMROSE STREET

Post town LONDON

County/Region LONDON

Postcode E C 2 A 2 R S

Country UNITED KINGDOM

DX

Telephone 02031163529/m n 726220 00045



### 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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 727817

Charge code: 0072 7817 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2016 and created by SIEMENS PUBLIC LIMITED COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2016.

A handwritten signature in black ink, appearing to be a stylized 'P' or 'R'.

Given at Companies House, Cardiff on 12th August 2016



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

We hereby Certify That This is A  
True Copy Of The Original

*Reed Smith LLP*

Reed Smith LLP

Dated *3 August 2016*

DATED 29<sup>th</sup> JULY 2016

- (1) SIEMENS PLC
- (2) SIEMENS FINANCIAL SERVICES  
LIMITED(ACTING IN ITS CAPACITY AS  
AGENT FOR AND ON BEHALF OF THE  
FINANCE PARTIES)

**SECURITY ASSIGNMENT OF DEED  
OF UNDERTAKING RELATING TO  
MAINTENANCE DEPOT AT  
HORNSEY**

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## **CONTENTS**

### **CLAUSE**

1	INTERPRETATION	1
2	REPRESENTATIONS AND WARRANTIES	3
3	ASSIGNMENT BY WAY OF SECURITY	5
4	CONTINUING OBLIGATIONS	5
5	POSITIVE COVENANTS	6
6	NEGATIVE COVENANTS	7
7	CONTINUING AND INDEPENDENT SECURITY	8
8	NOTICE OF SECURITY	8
9	DEFAULT	9
10	POWER OF ATTORNEY	9
11	MISCELLANEOUS	10
12	APPLICATION OF PROCEEDS	13
13	NOTICES	14
14	COUNTERPARTS	16
15	THIRD PARTIES	16
16	GOVERNING LAW AND ENFORCEMENT	16
PART 1		18
	NOTICE OF ASSIGNMENT OF THE DEED OF UNDERTAKING	18
PART 2	ACKNOWLEDGEMENT OF ASSIGNMENT BY COUNTERPARTY	20

**THIS DEED OF ASSIGNMENT** dated 27<sup>th</sup> July 2016

**BETWEEN**

- (1) **Siemens PLC**, a company incorporated in England and Wales with registered number 00727817 and whose registered office is at Faraday House, Sir William Siemens Square, Frimley, Camberley, Surrey GU16 8QD (the “**Company**”), and
- (2) **Siemens Financial Services Limited**, a company incorporated in England and Wales with registered number 00646166 and whose registered office is at Sefton Park, Bells Hill, Stoke Poges, Buckinghamshire, SL2 4JS acting in its capacity as Agent for and on behalf of the Finance Parties (the “**Agent**”)

**Whereas**

- (A) Pursuant to a receivables purchase facility agreement dated 27 June 2013 between (1) Siemens plc as seller, (2) Siemens Financial Services Limited as original purchaser and (3) Siemens Financial Services Limited as Agent (the “**Facility Agreement**”), Siemens Financial Services Limited as original purchaser has agreed to make available to the Company a receivables purchase facility
- (B) As security for the obligations of the Company to the Finance Parties pursuant to the Facility Agreement, the Company has agreed to assign by way of security the benefit of the Deed of Undertaking (as defined below) to the Agent in the manner set out in this Assignment.

**Witness** and it is hereby agreed and declared as follows -

**1 INTERPRETATION**

- 1.1 In this Assignment unless the context otherwise requires the following expressions shall have the following meanings

**“Assigned Property”** means the property assigned to the Agent under clause 3.1 of this Assignment

**“Deed of Undertaking”** means the deed of undertaking dated 27 June 2013 made between The Secretary of State for Transport (the **“Secretary of State”**) Siemens PLC and First Capital Connect Limited relating to the maintenance depot at Hornsey. Under a transfer scheme dated 14 September 2014 certain property, rights and liabilities of First Capital Connect Limited under the Deed of Undertaking and Transaction Documents were transferred to Govia Thameslink Railway Limited

**“Enforcement Event”** means the giving of notice pursuant to clause 15.2 (Repurchase or cancellation in the case of an Event of Default) of the Facility Agreement or non-payment of the Early Termination Sum as required by clause 9.1 (Change of control), clause 9.5 (Automatic Prepayment of part of the Facility) and clause 9.6 (Automatic Prepayment of the whole Facility) of the Facility Agreement

**“Facility Agreement”** has the meaning given to such term in Recital A

**‘Indebtedness’** shall mean any and all sums due or to become due from the Company to the Finance Parties under the Finance Documents

**‘Security’** means any security executed, created, evidenced or conferred by or pursuant to this Assignment

**1.2** In this Assignment unless the context otherwise requires -

- (a) clause headings are for ease of reference only and shall not affect the construction of this Assignment,
- (b) any reference to any agreement or document shall be deemed to refer to the same as amended modified or supplemented from time to time by the parties here,
- (c) references to **person** shall mean any person firm or body corporate,



- (d) any reference to the masculine gender shall include the feminine gender and neuter meaning and vice versa,
- (e) words importing the singular number only include the plural and vice versa,
- (f) any reference to any person is to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect,
- (g) any reference to a clause or a schedule is a reference to a clause hereof or a schedule thereto,
- (h) any reference to a clause is unless otherwise stated a reference to the designated clause of the clause in which the reference appears,
- (i) references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the date hereof) from time to time and shall include provisions of which they are re-enactments (whether with or without modification); and
- (j) unless defined in this Assignment, or the context otherwise requires, a term defined in the Facility Agreement has the same meaning in this Assignment, or any notice given under or in connection with this Assignment, as if all references in those defined terms to the Facility Agreement were a reference to this Assignment or that notice

13 A person who is not a party to this Assignment has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy any benefit of any term of this Assignment

## 2 REPRESENTATIONS AND WARRANTIES

The Company represents and warrants to the Agent that.

- (a) the Deed of Undertaking is in full force and effect in accordance with its terms and enforceable (subject to this assignment) by the Company against the Secretary of State and vice versa,
- (b) neither the Company nor (to the best of its knowledge and belief) the Secretary of State is in breach of or default under the Deed of Undertaking,
- (c) the Company has not previously assigned or otherwise created any encumbrances over the Assigned Property or any part thereof other than under this Assignment,
- (d) there is no prohibition on the Company assigning, transferring or granting any security interest over any of its rights and/or obligations under the Deed of Undertaking in favour of the Agent in relation to the Facility Agreement save as provided in the Deed of Undertaking,
- (e) the rights and obligations under this Assignment are legal, valid and binding and this Assignment is enforceable against it in accordance with its terms subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered to the Agent under the Facility Agreement,
- (f) the Company has not breached any law or regulation where that breach is or is reasonably likely to have a material adverse effect on the Company's ability to meet its payment obligations under the Facility Agreement,
- (g) the Company is not aware of any circumstance or event which would materially adversely affect the Agent's ability to benefit from the Assigned Property, and
- (h) no mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a

similar effect exists over all or any of the Assigned Property other than under this Assignment

### **3 ASSIGNMENT BY WAY OF SECURITY**

**3.1** The Company, as continuing security for the payment, discharge and performance of the Indebtedness assigns and agrees to assign absolutely by way of security to the Agent with full title guarantee

- (a) all its rights, title and interest to from time to time in the Deed of Undertaking,
- (b) all of the proceeds which shall from time to time become payable to the Company by the Secretary of State under the Deed of Undertaking, and
- (c) all its rights arising out of or in connection with any breach or default by the Secretary of State of or under any of the terms, covenants and conditions contained in the Deed of Undertaking

**3.2** If at any time all of the Indebtedness has been paid and discharged in full in accordance with the terms of the Facility Agreement, then the Agent shall at the request and cost of the Company re-assign to it all of the Assigned Property without recourse or any representation or warranty by the Agent

**3.3** If at any time all of the Indebtedness in relation to the maintenance depot at Hornsey has been paid and discharged in full in accordance with the terms of the Facility Agreement, then the Agent shall at the request and cost of the Company re-assign to it all of the Assigned Property without recourse or any representation or warranty by the Agent

### **4 CONTINUING OBLIGATIONS**

Notwithstanding anything herein contained

- 4.1 the Company shall at all times remain liable to perform its duties and obligations under the Deed of Undertaking,
- 4.2 the exercise by the Agent of any of the rights assigned to it hereunder shall not release the Company from any of its duties or obligations under any security documents executed pursuant to the Facility Agreement,
- 4.3 the Agent shall not be under any obligation or liability by reason of this Assignment or anything done by the Agent pursuant hereto,
- 4.4 the Agent shall not be obliged to
- (a) assume or be under any obligation in any manner to perform or fulfil any obligation of the Company under the Deed of Undertaking,
  - (b) make any payment thereunder,
  - (c) enforce against the parties to the Deed of Undertaking any term, covenant or condition of the Deed of Undertaking, and
  - (d) make any enquiry as to the nature or sufficiency of any payment received by it under or pursuant to this Assignment or the Assigned Property

**5 POSITIVE COVENANTS**

- 5.1 The Company shall take all steps necessary or advisable to procure the due performance by the Secretary of State of all its obligations under the Deed of Undertaking
- 5.2 The Company shall promptly and diligently
- (a) perform the obligations on its part contained in the Deed of Undertaking,
  - (b) notify the Agent in writing of any breach of or default under the Deed of Undertaking by or of the Company or the Secretary of State or either of them,

- (c) institute all such proceedings as may be reasonably necessary or advisable to preserve or protect the interests of the Company and the Agent in the Assigned Property,
- (d) forthwith upon receipt of the same remit to the Agent all sums which shall from time to time become payable to it pursuant to the Assigned Property, and
- (e) provide the Agent with such information as it may from time to time reasonably require in relation to the Deed of Undertaking

**5.3** The Company shall from time to time on the written request of the Agent execute and deliver any such further instruments or documents as the Agent may reasonably require for the purpose of obtaining the full benefit of this Assignment and/or of the rights and powers hereby granted

**5.4** The Company shall keep the Agent fully and effectually indemnified from and against any and all actions, losses, claims, proceedings, costs, demands and liabilities which may be suffered or properly and reasonably incurred by the Agent under or by virtue of this Assignment or otherwise in respect of the Assigned Property

## **6 NEGATIVE COVENANTS**

The Company shall not without the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed)

- (a) make or consent to any variation of the terms of the Deed of Undertaking unless it is of a minor, technical or non-operational nature or in any way which could not be reasonably expected materially and adversely to affect the interests of the Agent,
- (b) consent or agree to any waiver or release of any obligation of the Secretary of State under the Deed of Undertaking,
- (c) make or agree to any claim that the Deed of Undertaking is frustrated,

- (d) rescind, cancel or terminate the Deed of Undertaking or either of them or accept any breach thereof or default thereunder as repudiatory,
- (e) take or omit to take any action the taking or omission of which would or might result in any material impairment of the Assigned Property or any part thereof, or
- (f) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily sell, transfer, assign, licence, lease or otherwise dispose of or create any encumbrance over all or any part of the Assigned Property

## **7 CONTINUING AND INDEPENDENT SECURITY**

The Security shall remain in full force and effect as a continuing security for the Indebtedness unless and until discharged by the Agent. No part of the Security will be considered satisfied or discharged by an intermediate payment, discharge or satisfaction of the whole or any part of the Indebtedness.

## **8 NOTICE OF SECURITY**

The Company will

- (a) immediately upon the date of this Assignment in relation to the Deed of Undertaking, give notice to the Secretary of State of the assignment constituted under this Assignment, the notice being in the form set out in Part 1 of the Schedule (*Notice of Assignment of the Deed of Undertaking*)
- (b) use all reasonable endeavours to procure from the Secretary of State, an acknowledgment of receipt of such notice in the form set out in Part 2 of the Schedule (*Acknowledgment of Assignment of the Deed of Undertaking*) within 5 days of the date of this Assignment

**9      DEFAULT**

91      At any time following an Enforcement Event which is continuing, the Agent shall be entitled without notice or further demand immediately to put into force and exercise all the rights powers and remedies possessed by it according to law as assignee of the Assigned Property

92      Without prejudice to the generality of the preceding sub-clause, the Agent in such circumstances shall have the right to

- (a)      compel performance of the obligations of the Secretary of State under the Deed of Undertaking,
- (b)      collect, recover, compromise and give a good discharge for any and all monies and claims for monies due or to become due and for the time being comprised in the Assigned Property,
- (c)      exercise in relation to the Assigned Property all such rights as the Company then might exercise in relation to the Assigned Property or might but for the terms of this Assignment so exercise, or
- (d)      take proceedings against the Secretary of State under the Deed of Undertaking and to enforce all obligations of the Secretary of State thereunder whether in the name of the Agent or the Company (which power shall be in addition to the power of attorney conferred by this Assignment)

**10     POWER OF ATTORNEY**

The Company hereby irrevocably and as security for the Indebtedness appoints the Agent its attorney

- (a)      for and on behalf of the Company and in its name and as its act and deed to execute, seal and deliver and otherwise perfect any such document as is

necessary or considered proper to comply with the Company's obligations contained in this Assignment,

- (b) for and on behalf of the Company and in its name and as its act and deed to execute, seal and deliver to any purchaser of all or any part of the Assigned Property from the Agent an assignment or other assurance in respect of the Assigned Property,
- (c) in the name of the Company to take proceedings against the Secretary of State under the Deed of Undertaking and to enforce all obligations under the Deed of Undertaking,
- (d) in the name of the Company to do all such acts and execute all such documents as the Company itself could in relation to the Assigned Property or could do so but for the terms of this Assignment **PROVIDED** that
  - (i) the Agent shall not exercise the power contained in this clause unless and until demand has been made under the Facility Agreement for repayment of the Indebtedness, and
  - (ii) the exercise of such power by the Agent shall not put any person dealing with it upon any enquiry as to whether demand has been made nor shall any such person be in any way affected by notice to the contrary and the exercise by the Agent of the power contained in this clause shall (as between the Agent and any such person) be conclusive evidence of the Agent's right to exercise the same

## **11 MISCELLANEOUS**

- 11.1** At any time following an Enforcement Event which is continuing, the Agent may without thereby discharging, impairing or otherwise affecting the security hereby created or the rights, powers and remedies conferred upon it by this Assignment or by law



- (a) offer or agree to or enter into any agreement for a variation of the Assignment or the Deed of Undertaking,
- (b) offer or agree to any waiver or release of any of the obligations of the Company under the Deed of Undertaking,
- (c) compound with or prove in a bankruptcy, winding-up liquidation or re-organisation of the Company, or
- (d) give or agree to give time or other indulgence to the Company or the Secretary of State or either of them in respect of the obligations of the Company or the Secretary of State or either of them under the Deed of Undertaking

**11 2** This Assignment shall be in addition to and not in substitution for or derogation of any other security taken by the Agent in respect of the Indebtedness and accordingly neither the security hereby created nor the rights, powers and remedies conferred on the Agent by this Assignment or by law shall be discharged impaired or otherwise affected by any

- (a) failure by the Agent to take any security agreed to be taken between the Agent and the Company or any other person,
- (b) total or partial invalidity, voidability or unenforceability of any security taken or purportedly taken,
- (c) offer of or agreement to or for a variation of any of the terms of any security,
- (d) release exchange transfer or substitution of any security,
- (e) offer of or agreement to or for any waiver or release of any security,
- (f) composition with or proof in a bankruptcy winding-up liquidation or re-organisation of the Company, or

(g) time or other indulgence given to the Company

- 11.3 If, at any time, any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Assignment nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Assignment is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security
- 11.4 The Agent shall not be obliged before taking steps to enforce the security created by this Assignment to exercise any of the rights, powers and remedies conferred upon it in this Assignment or by law to take action or obtain judgment in any court against the Company or to make or file any claim in a bankruptcy winding-up liquidation or re-organisation of the Company or any other person or to enforce or seek to enforce the Deed of Undertaking or any security
- 11.5 Neither the restriction on consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 nor Section 103 of that Act shall apply to this Assignment or the security hereby created
- 11.6 The rights, powers and remedies provided in this Assignment are cumulative and not to be construed as exclusive of any rights, powers or remedies provided by law or otherwise
- 11.7 No failure or delay on the part of the Agent to exercise any right, power or remedy provided in this Assignment or by law shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any such right, power or remedy preclude any further or other exercise of the same such right, power or remedy
- 11.8 Any release, settlement or discharge between the Company and the Agent shall be conditional upon no right, security, disposition or payment to the Agent by the Company or any other person being void, set aside, ordered to be refunded or

reduced by virtue of any provision or enactment relating to breach of duty by any person, bankruptcy, liquidation, administration, the protection of creditors or insolvency or for any other reason whatsoever and if such condition is not fulfilled, the Agent shall be entitled to enforce this Assignment as if such release, discharge or settlement had not occurred and any such payment had not been made

**11.9** A certificate of an officer or attorney of the Agent as to the amount at any given time of the Indebtedness shall (except for manifest error) be conclusive and binding on the Company for the purposes of this Assignment.

**11.10** The obligations on the part of the Company contained herein shall bind it and its successors and permitted assigns and the rights, powers and remedies of the Agent herein contained shall enure to the benefit of its successors and assigns whether so expressed or not

## **12 APPLICATION OF PROCEEDS**

### **12.1 ORDER OF APPLICATION OF PROCEEDS**

All monies received by the Agent pursuant to this Assignment, after the security constituted by this Assignment has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Agent under or in connection with this Assignment;
- (b) in or towards payment of or provision for the Indebtedness relating to the maintenance depot at Hornsey in any order and manner that the Agent determines, and
- (c) in payment of the surplus (if any) to the Company or other person entitled to it

### **12.2 APPROPRIATION**

The Agent shall not be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Indebtedness

### **12.3 SUSPENSE ACCOUNT**

All monies received by the Agent under this Agreement

- (a) may, at the discretion of the Agent, be credited to any suspense or securities realised account,
- (b) shall bear interest, if any, at the rate agreed in writing between the Agent and the Company; and
- (c) may be held in that account for so long as the Agent thinks fit

## **13 NOTICES**

### **13.1 COMMUNICATIONS IN WRITING**

Any communication or notification to be made under or in connection with this Assignment shall be made in writing and, unless otherwise stated, may be made by fax or letter

### **13.2 ADDRESSES**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Company and the Agent for any communication or document to be made or delivered under or in connection with this Assignment is

- (a) in the case of the Company, that identified with its name below on the execution page of this Assignment, and

- (b) in the case of the Agent that identified with its name below on the execution page of this Assignment,

or any substitute address or fax number or department or officer as the Company may notify to the Agent (or the Agent may notify to the Company, if a change is made by the Agent) by not less than five Business Days' notice

### **13.3 DELIVERY**

Any communication or document made or delivered by one person to another under or in connection with this Assignment will only be effective

- (a) if by way of fax, when received in legible form, or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 13.2 (Addresses), if addressed to that department or officer

- (c) Any communication or document to be made or delivered to the Agent will be effective only when actually received by the Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's signature below (or any substitute department or officer as the Agent shall specify for this purpose)

### **13.4 ENGLISH LANGUAGE**

Any notice given under or in connection with this Assignment must be in English. All other documents provided under or in connection with this Assignment must be

- (a) in English, or

- (b) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

#### **14 COUNTERPARTS**

This Assignment may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument

#### **15 THIRD PARTIES**

A person who is not a party to this Assignment may not enforce any of its terms under The Contracts (Rights of Third Parties) Act 1999

#### **16 GOVERNING LAW AND ENFORCEMENT**

##### **16.1 GOVERNING LAW**

This Assignment and any non-contractual obligations arising out of or in connection with it are governed by English law

##### **16.2 JURISDICTION OF ENGLISH COURTS**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to the existence, validity or termination of this Assignment or any non-contractual obligation arising out of or in connection with this Assignment) (a 'Dispute')
- (b) The Company agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary
- (c) This Clause 16.2 (Jurisdiction of English courts) is for the benefit of the Agent only  
As a result, the Agent shall not be prevented from taking proceedings relating to a

Dispute in any other courts with jurisdiction To the extent allowed by law, the Agent may take concurrent proceedings in any number of jurisdictions

**In witness** whereof this Assignment has been executed and delivered as a deed by the parties hereto on the date stated at the beginning of this Assignment

## THE SCHEDULE

### PART 1

#### Notice of Assignment of The Deed of Undertaking

To                    The Secretary of State for Transport

Date [ ]

Dear Sirs,

We hereby give you notice that we have assigned to Siemens Financial Services Limited (the “**Agent**”) pursuant to a security assignment entered into by us in favour of the Agent dated 27 June 2013 (the “**Assignment**”) all our rights, title and interest in the deed of undertaking dated 27 June 2013 made between The Secretary of State for Transport, Siemens PLC and First Capital Connect Limited relating to the maintenance depot at Hornsey (the “**Deed of Undertaking**”) including all moneys which may be payable in respect of the Deed of Undertaking. Under a transfer scheme dated 14 September 2014 certain property, rights and liabilities of First Capital Connect Limited under the Deed of Undertaking and Transaction Documents were transferred to Govia Thameslink Railway Limited.

With effect from your receipt of this notice

- 1        all payments by you to us under or arising from the Deed of Undertaking should be made to us until such time as you receive notice from the Agent instructing you otherwise (the “**Payment Notice**”). Upon receipt of a Payment Notice we instruct you to comply with all payment instructions in respect of any payments to be made under or arising from the Deed of Undertaking as set out in the Payment Notice,
- 2        and upon your receipt of notice from the Agent that the security has become enforceable, all remedies provided for in the Deed of Undertaking or available at law or in equity are exercisable by the Agent (provided that the Agent shall have no greater rights under this letter than we have under the Deed of Undertaking),



- 3 and upon your receipt of notice from the Agent that the security has become enforceable, all rights to compel performance of the Deed of Undertaking are exercisable by the Agent although the Company shall remain liable to perform all the obligations assumed by it under the Deed of Undertaking,
- 4 and upon your receipt of notice from the Agent that the security has become enforceable, all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Deed of Undertaking belong to the Agent to the exclusion of the Company and no changes may be made to the terms of the Deed of Undertaking otherwise than as provided for in the Facility Agreement (as defined in the Assignment),
- 5 you are authorised and instructed, without requiring further approval from us, to provide the Agent with such information relating to the Deed of Undertaking as it may from time to time request, and
- 6 these instructions may not be revoked, nor may the terms of the Deed of Undertaking be amended, varied or waived without the prior written consent of the Agent

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Agent at Siemens Financial Services Limited, Sefton Park, Bells Hill, Stoke Poges, Buckinghamshire, SL2 4JS marked for the attention of [ ]

Yours faithfully,

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for and on behalf of  
**Siemens plc**

## **Part 2**

### **Acknowledgement of Assignment by counterparty**

To Siemens Financial Services Limited

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits in the Deed of Undertaking and that we will comply with the terms of that notice

We further confirm that

no amendment, waiver or release of any of such rights, interests and benefits arising under the Deed of Undertaking shall be effective without the prior written consent of the Agent, unless it is of a minor technical or non-operational nature or in any way which could not be reasonably expected materially and adversely to affect the interests of the Agent,

For and on behalf of  
**The Secretary of State for Transport**

By


Dated

cc Company

**The Company**

Executed and delivered as a deed by  
**SIEMENS PLC**

acting by Attorneys of Siemens plc

  
CLIVE LEPPER

  
SAMBIT BANERJEE

**The Agent**

Executed as a Deed by

**SIEMENS FINANCIAL  
SERVICES LIMITED**

acting by a director and the secretary

  
Director


Full Name

**RICHARD HARGRAVES**

Address

Fax Number

Attention of

  
Secretary

Full name

**Ralph Britton**