



Registration of a Charge

Company Name: **NETWORK RAIL INFRASTRUCTURE LIMITED**

Company Number: **02904587**



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Details of Charge

Date of creation: **02/02/2023**

Charge code: **0290 4587 0022**

Persons entitled: **ROYAL & SUN ALLIANCE INSURANCE LIMITED**

Brief description: **THE LAND AT STATION APPROACH, BANBURY REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER ON261860.**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2904587

Charge code: 0290 4587 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2023 and created by NETWORK RAIL INFRASTRUCTURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2023 .

Given at Companies House, Cardiff on 9th February 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

We hereby certify this to be a true copy of the original subject to redaction under S859G Companies Act 2006
Eversheds Sutherland (International) LLP
 Eversheds Sutherland (International) LLP

HM LAND REGISTRY

TITLE NUMBER : ON261860
PROPERTY : Land at Station Approach, Banbury
DATE : 2 February 2023 ~~-2021~~

1. In this Deed of Charge ("the **Legal Charge**"):
 - 1.1 "the Chargor" means **NETWORK RAIL INFRASTRUCTURE LIMITED** (Company number 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN and includes where the context admits parties deriving title under it or being entitled to redeem the security;
 - 1.2 "the Chargee" means **ROYAL & SUN ALLIANCE INSURANCE LIMITED** (Company number 00093792) whose registered office is at St Mark's Court, Chart Way, Horsham, RH12 1XL and includes where the context admits parties derived title under it for the time being entitled to the benefit of this Deed of Charge;
 - 1.3 "the Property" means the land in the above mentioned title comprised in the Transfer and now registered at HM Land Registry under title number ON261860;
 - 1.4 "the Transfer" means the transfer of the Property dated 26 October 2005 made between Archbest Limited (1) and Power Park Limited (2);
 - 1.5 words importing the singular number include the plural number and vice versa words importing the masculine gender include the feminine gender and words descriptive of individuals include bodies corporate and vice versa and wherever two or more persons are included in the expression "the Chargor" covenants expressed to be made by and obligations incurred by and provisions relating to such persons shall be deemed to be made or incurred by or to relate to them jointly and severally;
 - 1.6 it is apprehended that since the calculation of the sums due under the Transfer are dependent upon events and acts to take place at some uncertain occasion or occasions in the future there is doubt whether such payment can be secured by a charge by way of legal mortgage;
 - 1.7 it is however the intent of the parties that in so far as such payment can be so secured by charge by way of legal mortgage it shall so be under this Deed of Charge but that in so far as it cannot so be then it shall be secured by the equitable charge hereinafter appearing; and
 - 1.8 the Chargee is now entitled to the benefit of the covenants on the part of Power Park Limited given in the Transfer and the Chargor has now acquired the Property.
2. Pursuant to the provisions of the Transfer:
 - 2.1 The Chargor with full title guarantee charges by way of legal mortgage the Property with the payment to the Chargee of all sums falling due under the Transfer; and

- 2.2 the Chargor charges in equity the Property with the payment to the Chargee of all sums falling due under the Transfer.
3. The Chargor HEREBY COVENANTS with the Chargee as follows:
 - 3.1 To pay all sums which become due under the Transfer at the time or times specified therein;
 - 3.2 to pay interest at the rate specified in the Transfer on the sums which become due under the Transfer in the event that the Chargor fails to make payment of the sums due under the Transfer at the time or times specified therein;
 - 3.3 the Chargor will not in any circumstances exercise in relation to the Property hereby charged or any part thereof any of the powers of leasing or of agreeing to lease conferred on mortgagors by the Law of Property Act 1925 or any statutory modification thereof for the time being in force or create or suffer to be created a tenancy of any description of the Property hereby charged or any part thereof unless the prior written consent of the Chargee has been obtained save that the Chargee's consent will not be required for the grant of any lease of the Property or any part thereof for a term not exceeding 21 years which reserves an open market rent and which is not granted in consideration of a premium; and
 - 3.4 the Chargor will not make any application for planning permission or change of use consent pursuant to the Town and Country Planning Act 1990 or any statutory modification thereof unless the prior written consent of the Chargee has been obtained.
4. IT IS HEREBY AGREED AND DECLARED as follows:
 - 4.1 Section 93 of the Law of Property Act 1925 (restricting the mortgagee's right of consolidation) shall not apply to this security;
 - 4.2 without any prior notice or demand all monies hereby secured shall become immediately due and payable and this security will become enforceable with the Chargee's power of sale under section 101 of the Law of Property Act 1925 becoming and being immediately exercisable without the restrictions imposed by Section 103 of the Law of Property Act 1925 on the happening of any one of the following events:
 - (i) Failure to pay the sums which become due under the Transfer at the time or times specified therein;
 - (ii) If the Chargor shall become insolvent or unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or if any steps are taken or proceedings are commenced for its winding up or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any of its assets;
 - 4.3
 - (i) In this sub-clause "Receiver" means a receiver or receiver and manager appointed by the Chargee under this deed;

- (ii) At any time after this security becomes enforceable the Chargee may without further notice appoint any one or more persons to be a Receiver of all or any part of the Property the subject of this Legal Charge;
- (iii) Every Receiver appointed in accordance with clause 4.3(ii) will have and be entitled to exercise:
 - (A) all powers conferred by the Law of Property Act 1925 as if such Receiver had been duly appointed under that Act together with all powers equivalent to those now referred to in Schedule I to the Insolvency Act 1986 insofar as the same relate to the assets over which the Receiver is appointed;
 - (B) power to take all necessary steps required which would result in a sum or sums becoming due under the Transfer;
 - (C) power to acquire additional land or interest therein and/or easements for the benefit of the Property hereby charged and power to grant easements or rights of the Property;
 - (D) power to use the Chargor's name for registration and to effect any necessary election for tax or other purposes;
 - (E) power to take possession of collect and get in the Property hereby charged which unless stipulated by the Receiver to the contrary in writing shall be as agent of the Chargor;
 - (F) power to demolish construct alter improve develop complete or repair the Property including power to lay out build construct repair and maintain or reconstruct any roads drains or other services;
 - (G) power to dispose of the Property hereby charged and/or any other matter or thing hereby charged or assigned to the Chargee;
 - (H) power to apply for and obtain any planning building regulation by-law or other permissions consents or licences;
 - (I) power to take continue or defend any proceedings and enter into any arrangement or compromise of claims as the Receiver thinks fit;
 - (J) power to effect maintain renew and deal with all kinds of insurances and to obtain bonds and give indemnities and securities to bondsmen;
 - (K) power to employ accountants lawyers architects surveyors engineers quantity surveyors contractors builders workmen and others and the power to purchase or hire materials tools equipment or supplied;

- (L) power to raise or borrow power to raise or borrow money whether from any lender and whether or not in priority to the security constituted by or pursuant to this Legal Charge and with or without a mortgage or charge on the Property hereby charged; and
 - (M) power to do any other act or thing which the Receiver considers to be incidental or conducive to the exercise of any other right exercisable by him
 - (iv) Any Receiver appointed pursuant to this Legal Charge will be the agent of the Chargor and notwithstanding the liquidation or insolvency of the Chargor any Receiver will not be the agent of the Chargee and the Chargor will be solely liable for such Receiver's costs defaults and remuneration and will be liable on any contracts and engagements made or entered into by such Receiver except the Chargee may from time to time remove any Receiver appointed by it and may whenever it may deem it expedient appoint another person of equivalent standing as a new receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it;
 - (v) All or any powers authorities and discretions which are conferred by this Legal Charge (either expressly or impliedly) upon a Receiver of the Property hereby charged and/or any other matter or thing hereby assigned to the Chargee may be exercised after the security created by this Legal Charge becomes enforceable by the Chargee without first appointing a Receiver or notwithstanding the appointment of Receiver;
 - (vi) A Receiver may delegate to any person or persons any of the rights (including the discretions) conferred on him by clause 4.3(iii) and may do so on terms authorising successive sub-delegations; and
 - (vii) In the case of joint Receivers any of the rights (including the discretions) conferred by clauses 4.3(iii) and 4.3(vi) may be exercised by any one or more of them unless their appointment specifically states the contrary.
5. All costs charges and expenses incurred by the Chargee in connection with the enforcement of its rights or the exercise of its powers under this Deed (including but without limitation (i) the costs of legal proceedings whether or not they are brought by or against a person who is a party to this Deed and (ii) costs charges and expenses incurred in connection with any matter or thing arising under planning legislation) on a full and unqualified indemnity basis (unless such costs charges and expenses are occasioned by any act neglect or default of the Chargee) and all premiums and other moneys properly paid or debited by the Chargee under this security shall together with interest thereon at five per cent per annum be charged on the Property for the time being subject to this security and shall on the same being paid or debited be paid on demand by the Chargor to the Chargee with interest thereon at five per cent per annum from the time when the same is paid or debited by the Chargee until payment is received by the Chargee PROVIDED that

the charge hereby conferred shall be in addition and without prejudice to any and every lien or security which the Chargee may or but for the said charge would have had for the said moneys or any part thereof.

6. No person or persons dealing with the Chargee or any Receiver appointed by it shall be concerned to enquire whether any event has happened upon which any of the powers contained or implied is to arise or become exercisable by the Chargee or such Receiver or otherwise as to the propriety or regularity of any exercise thereof or of any act purporting or intended to be an exercise thereof or whether any money remains owing on the security and all protections to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any purchaser in good faith or other person who, in good faith, purchases from or deals with the Chargee or such Receiver.
7. No term of this Legal Charge is enforceable pursuant to the contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.

IN WITNESS whereof this deed has been duly delivered the day and year first before written

EXECUTED AS A DEED by
NETWORK RAIL INFRASTRUCTURE
LIMITED acting by its attorney

Redacted - Eversheds
 Sutherland (International) LLP

Acting as attorney

for Helen Martin

 in exercise of a power of attorney dated
 28 May 2021 in the presence of

NETWORK RAIL INFRASTRUCTURE LIMITED

Signature of Witness:

Redacted - Eversheds
 Sutherland (International)
 LLP

Name: Iain Martin

Address:

Redacted - Eversheds Sutherland
 (International) LLP

I confirm that I was physically present when

Helen Martin

signed this

deed

Redacted - Eversheds
 Sutherland (International) LLP