

# M

CHFP041

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in black type or  
bold block  
lettering\* Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

0040057/

# 395<sup>2</sup>

RECEIVED

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

For official use Company number

Name of company

\* Union Railways (North) Limited (the *Company*)

000000

03539665

Date of creation of the charge

30 June 2003

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

Debenture (the *Debenture*) dated 30 June 2003 and made between the Company and Deutsche Trustee Company Limited (the *Section 2 Security Trustee*)

Amount secured by the mortgage or charge

For a description of the amount secured by the charge please see Rider 1 attached to this Form 395.

All capitalised terms used herein and in any section of this Form 395 shall have the meaning given to them in Rider 3 attached to this Form 395.

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

Deutsche Trustee Company Limited  
Winchester House  
1 Great Winchester Street  
London

Postcode EC2N 2DB

Presentor's name, address and  
reference (if any):  
FRESHFIELDS BRUCKHAUS  
DERINGER  
65 FLEET STREET, LONDON  
ENGLAND EC4Y 1HS  
~~DX 23 LONDON/CHANCERY LANE~~For official use  
Mortgage section

Post room

Time critical reference  
SADH/AK/RW

Com 395-1/2

21.07.03--058

Short particulars of all the property mortgaged or charged

For short particulars of all the property charged please see Rider 2 attached to this Form 395.

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lettering

A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Freshfields Bruckhaus Dering*

Date

*11 July 2003*

On behalf of ~~[company]~~ [mortgagee/chargee]\*

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. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-  
  
Companies House, Crown Way, Cardiff CF4 3UZ.

## **RIDER 1**

### **AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All present and future obligations and liabilities of the Company or LCR to each of the Section 2 Lenders and the Section 2 Security Trustee under each of the Section 2 Finance Documents to which the Company or LCR is a party (including the guarantee given by the Company to the Section 2 Lenders in connection with each of the Section 2 Facilities and notwithstanding that the liability of or recourse to the Company or its assets is limited by any provision thereof), including all amounts for which the Company may become liable under the Debenture (the *Secured Obligations*).

**N.B.** The Debenture is subject to the Intercreditor Agreements.

## RIDER 2

### PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

#### Assignment

1. The Company, as owner with full title guarantee (which expression shall be construed so as to exclude the exception contained in Section 3(1) and Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994) but subject to the Secretary of State URN Debenture and the Section 1 URN Floating Charge, and as security for the payment, discharge and performance of all or any of the Secured Obligations (as defined in Rider 1), assigns and agrees to assign absolutely to the Section 2 Security Trustee:
  - (a) all of the Company's right, title, benefit and interest, present and future, in, to and under the Second Secured Deferred Grant Trust and the proceeds thereof;
  - (b) all of the Company's right, title, benefit and interest, present and future, in and to the Secured Deferred Grant (Instalments 6-8) and the proceeds thereof; and
  - (c) all of the Company's right, title, benefit and interest, present and future, in, to and under the URN Deferred Grant No.2 Account and the Section 2 Deposit, and the debts represented by the URN Deferred Grant No.2 Account and the proceeds thereof.
2. To the extent that any right, title, benefit and interest described in paragraph 1 above is not assignable or capable of assignment, the assignment thereof purported to be effected by paragraph 1 shall only operate as an assignment of any and all proceeds, damages, compensation or remuneration which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of all or any of the Secured Obligations (as defined in Rider 1).

#### Fixed charge

3. The Company, as owner with full title guarantee (which expression shall be construed so as to exclude the exception contained in Section 3(1) and Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994) but subject to the Secretary of State URN Debenture and the Section 1 URN Floating Charge, and as security for the payment, discharge and performance of all or any of the Secured Obligations (as defined in Rider 1), charges in favour of the Section 2 Security Trustee, by way of first fixed charge (to the extent they are not the subject of an effective legal assignment pursuant to Section 136(1) of the Law of Property Act 1925 under the above paragraphs 1 or 2):
  - (a) all of the Company's right, title benefit and interest, present and future, in, to and under the Second Secured Deferred Grant Trust and the proceeds thereof;

- (b) all of the Company's right, title, benefit and interest, present and future, in and to the Secured Deferred Grant (Instalments 6-8) and the proceeds thereof; and
- (c) all of the Company's right, title, benefit and interest, present and future, in, to and under the URN Deferred Grant No.2 Account and the Section 2 Deposit, including any investment made out of the Section 2 Deposit, and the debts represented by the URN Deferred Grant No.2 Account and the proceeds thereof.

**Negative Pledge**

- 4. The Company hereby undertakes to the Section 2 Security Trustee that it shall not create or permit to subsist any Security Interest on any of the Secured Assets other than the Permitted Security Interests.

### RIDER 3

#### DEFINITIONS

***Additional Section 2 Facility*** means an additional facility to be made available under an Additional Section 2 Facility Agreement;

***Additional Section 2 Facility Agreement*** means a credit facility agreement to be entered into, in accordance with Clause 5 of the Section 2 Lenders' Intercreditor Deed, between LCR as borrower, the Company as guarantor and an Additional Section 2 Lender as lender;

***Additional Section 2 Lender*** means any bank, financial institution, trust, fund or other entity which has become a party to the Section 2 Lenders' Intercreditor Deed in accordance with Clauses 5 and 14 thereof;

***Development Agreement*** means the development agreement dated 28 February 1996 between the Secretary of State and LCR and amended in accordance with the First Supplemental Agreement dated 31 May 1996, the Second Supplemental Agreement dated 18 February 1999, the Third Supplemental Agreement dated 22 March 1999, the Fourth Supplemental Agreement dated 4 September 2001, the Fifth Supplemental Agreement dated 27 June 2002, the Sixth Supplemental Agreement dated 25 September 2002, the Seventh Supplemental Agreement dated 3 October 2002 and the Eighth Supplemental Agreement;

***EIB*** means European Investment Bank;

***Eighth Supplemental Agreement*** means the Eighth Supplemental Agreement to the Development Agreement between LCR and the Secretary of State dated 30 June 2003;

***Fee Letters*** means the fee letters as defined under each Section 2 Facility Agreements and the Section 2 Security Trustee Fee Letter;

***IC2 Hive-Down Agreement*** means the agreement dated 18 February 1999 between the Company and LCR relating to the sale and purchase of certain assets of LCR and/or its subsidiaries;

***Intercreditor Agreements*** means each of the Secretary of State Intercreditor Deed and the Section 2 Lenders' Intercreditor Deed;

***KfW*** means Kreditanstalt Für Wiederaufbau;

***LCR*** means London & Continental Railways Limited;

***Original Section 2 Lender*** means EIB or KfW;

***Permitted Security Interests*** means the Security Interests contained in the following documents:

- (a) the Debenture;

- (b) the Section 2 URN Floating Charge;
- (c) the Section 1 URN Floating Charge; and
- (d) the Secretary of State URN Debenture;

**Second Deferred Grant Direct Agreement** means the agreement entitled "Second Deferred Grant Direct Agreement" dated 30 June 2003 between the Secretary of State, the Section 2 Security Trustee, the Company and LCR;

**Second Secured Deferred Grant Trust** means the trust in respect of the proceeds of the Secured Deferred Grant (Instalments 6-8) evidenced or created by the Second Secured Deferred Grant Trust Deed and the IC2 Hive-Down Agreement, and includes the benefit of all rights arising out of, attaching or relating to, or in connection therewith;

**Second Secured Deferred Grant Trust Deed** means the deed so entitled dated 30 June 2003 amending and restating, in part, the Section 2 PSS Trust;

**Secretary of State** means the Secretary of State for Transport for the time being and from time to time of Great Minster House, 76 Marsham Street, London SW1P 4DR;

**Secretary of State Intercreditor Deed** means the intercreditor deed dated 25 September 2002 between inter alia the Secretary of State, the Security Trustee, the Company and LCR as amended and restated on 30 June 2003;

**Secretary of State URN Debenture** means the debenture granted on 18 February 1999 by the Company in favour of the Secretary of State;

**Section 1 URN Floating Charge** means the floating charge granted on 25 September 2002 by the Company in favour of the Security Trustee;

**Section 2 Deposit** means all monies from time to time standing to the credit of the URN Deferred Grant No. 2 Account, in any currency, including without limitation, all interest accrued, or accrued but not yet credited, on the URN Deferred Grant No. 2 Account;

**Section 2 EIB Facility** means the £400,000,000 facility available under the Section 2 EIB Finance Contract;

**Section 2 EIB Finance Contract** means the finance contract (No.22.062) dated 30 June 2003 between LCR as borrower, the Company as guarantor and EIB as lender;

**Section 2 Facilities** means each of the Section 2 EIB Facility and the Section 2 KfW Facility and any Additional Section 2 Facility;

**Section 2 Facility Agreements** means each of the Section 2 EIB Finance Contract, Section 2 KfW Facility Agreement and any Additional Section 2 Facility Agreement;

**Section 2 Finance Documents** means the Section 2 Facility Agreements, the Section 2 Security Documents, the Intercreditor Agreements, the Second Deferred Grant Direct Agreement and the Fee Letters;

**Section 2 KfW Facility** means the £150,000,000 revolving credit facility available under the Section 2 KfW Facility Agreement;

**Section 2 KfW Facility Agreement** means the revolving credit facility agreement dated 30 June 2003 between LCR as borrower, the Company as guarantor and KfW as lender;

**Section 2 LCR Debenture** means the debenture dated 30 June 2003 between LCR in favour of the Section 2 Security Trustee and, in respect of LCR's interest in the Secured Deferred Grant Instalments (6-8);

**Section 2 LCR Floating Charge** means the floating charge dated 30 June 2003 between LCR and the Section 2 Security Trustee;

**Section 2 Lender** means an Original Section 2 Lender or an Additional Section 2 Lender;

**Section 2 Lenders' Intercreditor Deed** means the intercreditor deed dated on 30 June 2003 between, inter alia, EIB, KfW and the Section 2 Security Trustee;

**Section 2 PSS Trust** means the declaration of trust by LCR in favour of the Company evidenced or created by the Section 2 PSS Deed of Trust dated 18 February 1999 as amended, varied, supplemented or restated from time to time;

**Section 2 Security Documents** means the Debenture, the Section 2 LCR Debenture, the Section 2 URN Floating Charge and the Section 2 LCR Floating Charge;

**Section 2 Security Trustee Fee Letter** means the letter dated 30 June 2003 between the Section 2 Security Trustee and LCR setting out the fee referred in Clause 11 of the Section 2 Lenders' Intercreditor Deed and any amendment thereto from time to time or any other letter agreed between the Section 2 Security Trustee and LCR;

**Section 2 URN Floating Charge** means the floating charge dated 30 June 2003 between the Company and the Section 2 Security Trustee;

**Secured Assets** means all of the Company's right, title, benefit and interest, present and future, in, to and under:

- (a) the Second Secured Deferred Grant Trust and the proceeds thereof;
- (b) the Secured Deferred Grant (Instalments 6-8) and the proceeds thereof; and
- (c) the URN Deferred Grant No.2 Account and the Section 2 Deposit, any debts represented by the URN Deferred Grant No.2 Account and the proceeds thereof,

and references to the Secured Assets include references to any part of them.



***Secured Deferred Grant (Instalments 6-8)*** has the meaning given to it in the Development Agreement and includes the benefit of all rights arising out of, attaching or relating to, or in connection with the Secured Deferred Grant (Instalments 6-8), as set forth in the Eighth Supplemental Agreement.

***Security Interest*** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest or any security agreement or arrangement having the effect of conferring security whether relating to existing or future assets;

***Security Trustee*** means Deutsche Bank AG London Branch; and

***URN Deferred Grant No. 2 Account*** means account number no. 0102817 0000 GBP 001 LDN held at Deutsche Bank AG London (or such other bank or financial institution, being the bank where the URN Deferred Grant No. 2 Account is maintained from time to time as approved by certain Section 2 Lenders) in the name of the Company or any replacement account for the purpose of receiving payments of the proceeds of the Secured Deferred Grant (Instalments 6-8) under the Second Secured Deferred Grant Trust.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03539665

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th JUNE 2003 AND CREATED BY UNION RAILWAYS (NORTH) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY OR URN TO EACH OF THE SECTION 2 LENDERS AND DEUTSCHE TRUSTEE COMPANY 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 17th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JULY 2003.

THIS CERTIFICATE HAS BEEN  
CANCELLED IN FAVOUR OF A NEW  
CERTIFICATE DATED 1/8/03

A handwritten signature in black ink, appearing to be 'R. G. S.' or similar.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

FILE COPY



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GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st AUGUST 2003.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —