

MG01

Particulars of a mortgage or charge

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Oyez

A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s

FRIDAY



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10/02/2012

#231

COMPANIES HOUSE

For official use

1

Company details

Company number

0 6 4 2 8 3 6 9

Company name in full

Abellio Greater Anglia Ltd (the "Chargor")

7

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

0 3 0 2 2 0 1 2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Account charge (the "Deed")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All present and future obligations and liabilities (whether actual
or contingent) of the Chargor to the Chargee under clause 14
and schedule 8 of the Lease (the "Secured Obligations").

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge
Name	European Rail Finance Limited (the "Chargee")
Address	Regus House, Harcourt Centre, Harcourt Road Dublin 2, Ireland
Postcode	<input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/>

Continuation page

Please use a continuation page if you need to enter more details

6 Short particulars of all the property mortgaged or charged

	Please give the short particulars of the property mortgaged or charged
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Continuation page

Please use a continuation page if you need to enter more details

Short particulars

All paragraph numbering in section 6 of this form MG01 corresponds with the same clause of the Deed:

3. GRANT OF SECURITY

3.1 Nature of security

All Security Interests and dispositions created or made by or pursuant to the Deed were created or made:

- (a) in favour of the Chargee;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for performance of the Secured Obligations.

3.2 Fixed charge

The Chargor charged and agreed to charge to the Chargee, by way of first fixed charge, all its present and future right, title and interest in and to the Blocked Account and the Account Balance from time to time.

(See MG01 Continuation Sheet)

MG01 - continuation page

Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

4. ACCOUNT BLOCK AND SET OFF

4.1 Restrictions on dealing

The Chargor agreed that it shall not do or agree to do any of the following without the prior written consent of the Chargee:

- (a) create or permit to subsist any Security Interest on the Blocked Account or the Account Balance, other than as created by the Deed, or
- (b) sell, transfer, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in the Blocked Account or the Account Balance (other than as contemplated by the Deed)

4.2 No withdrawals

- (a) Regardless of the terms on which moneys are credited to the Blocked Account, the Account Balance will not be or accrue due or payable to the Chargor unless and until the Secured Obligations have been paid and discharged in full.
- (b) Until the Secured Obligations have been paid and discharged in full, the Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the Account Balance, without the prior written consent of the Chargee. The Chargee shall be entitled in its absolute discretion to refuse to permit any such withdrawal or transfer, save only in the circumstances described in paragraph 1.7 of the Redelivery Condition Side Letter, where the Chargee shall instruct the Account Bank to transfer the Account Balance to the Chargor's nominated bank account (but without prejudice to the continuing nature of the security over the Blocked Account)

11. FURTHER ASSURANCE

The Chargor agreed that it shall, at its own expense, promptly take any action and sign or execute any further documents which the Chargee may require in order to:

- (a) give effect to the requirements of the Deed,
 - (b) protect, preserve and perfect the rights of the Chargee in relation to the security intended to be created by or pursuant to the Deed;
 - (c) protect and preserve the ranking of the security intended to be created by or pursuant to the Deed with any other security over the Blocked Account or the Account Balance; or
 - (d) facilitate the realisation of the Account Balance or the exercise of any rights, powers and discretions conferred on the Chargee in connection with the Blocked Account or the Account Balance,
- and any such document may disapply section 93 of the Act

(See MG01 continuation sheet)

MG01 - continuation page

Particulars of a mortgage or charge



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

In this form MG01:

"Account Balance" means all monies at any time, and from time to time, standing to the credit of the Blocked Account and

- (a) all interest at any time accrued or accruing on such monies;
- (b) all investments at any time made out of such monies or account, and
- (c) all rights to repayment of any of the same;

"Account Bank" means HSBC Bank plc;

"Act" means the Law of Property Act 1925,

"Blocked Account" means the account of the Chargor held with the Account Bank, having the following details

Branch	Eastcheap, London
Sort Code:	40-02-31
Account Number:	61475169

together with: (i) any sub-accounts and any additions to or renewals or replacements of such account (in whatever currency) and all investments made out of the same; and (ii) all rights, benefits and proceeds in respect of such account (including interest and rights to repayment of any monies standing to the credit of such account);

"Class 315 Lease" means the operating lease, of even date herewith, between European Rail Finance (GB) Limited and the Chargee, in respect of sixty-one Class 315 electric multiple units, as more particularly described therein;

"Lease" means the operating lease agreement between the Chargor and the Chargee, dated 3 February 2012, in respect of Class 321 electric multiple units;

"Redelivery Condition Side Letter" means the letter agreement entered into, or to be entered into, between the Chargee and the Chargor in respect of the potential provision by the Chargee of cash collateral by way of security for the performance of its obligations in respect of returning: (i) the Vehicles in the Redelivery Condition ("Vehicles" and "Redelivery Condition" both being described more fully in the Lease); and (ii) the Class 315 Vehicles in the "Redelivery Condition" (as defined in the Class 315 Lease);

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X  X

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name

TSB - 0976086

Company name

Osborne Clarke

Address

One London Wall

Post town

London

County/Region

Postcode

E C 2 Y S E B

Country

United Kingdom

DX

DX 466 LDE

Telephone

020 7105 7498



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6428369
CHARGE NO. 7**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 3
FEBRUARY 2012 AND CREATED BY ABELLIO GREATER
ANGLIA LTD FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO EUROPEAN RAIL
FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 10 FEBRUARY 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 FEBRUARY
2012**



Companies House
— for the record —



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