



Registration of a Charge

Company name: **GOVIA THAMESLINK RAILWAY LIMITED**

Company number: **07934306**



X7Z1RBK8

Received for Electronic Filing: **11/02/2019**

Details of Charge

Date of creation: **06/02/2019**

Charge code: **0793 4306 0001**

Persons entitled: **THE SECRETARY OF STATE FOR TRANSPORT**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

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: **DEVREAUX GRAVELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7934306

Charge code: 0793 4306 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2019 and created by GOVIA THAMESLINK RAILWAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th February 2019 .

Given at Companies House, Cardiff on 12th February 2019

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

Eversheds Sutherland
(International) LLP
One Wood Street
London
EC2V 7WS
United Kingdom

T: +44 20 7497 9797
F: +44 20 7919 4919
DX 154280 Cheapside 8

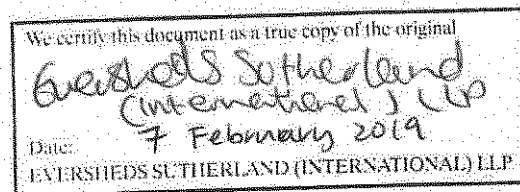
eversheds-sutherland.com

**EXECUTION
VERSION**

Dated: 6th February 2019

- (1) GOVIA THAMESLINK RAILWAY LIMITED
 - (2) THE SECRETARY OF STATE FOR TRANSPORT
-

Security over Franchise Benefits Fund



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THIS DEED is made on

6th February

2019

BETWEEN

- (1) **GOVIA THAMESLINK RAILWAY LIMITED** (Company No. 07934306) whose registered office is at 3rd Floor, 41-51 Grey Street, Newcastle upon Tyne NE1 6EE (the "**Chargor**"); and
- (2) **THE SECRETARY OF STATE FOR TRANSPORT** whose principal address is 33 Horseferry Road, London SW1P 4DR (the "**Chargee**").

1. INTERPRETATION

1.1 Definitions

In this Deed:

"**2018 Amendment Agreement**" means the amendment agreement in relation to the Franchise Agreement dated 7 December 2018 made between the Chargor and the Chargee, as it may from time to time be amended, restated, novated or replaced.

"**December 2018 Security**" means the Security dated 21 December 2018 granted by the Chargor to the Chargee over the Franchise Benefits Fund (as defined in the 2018 Amendment Agreement).

"**Account Bank**" means The Royal Bank of Scotland PLC, London City Office or any transferee or alternative deposit holding institution at which the Deposit is held at any time.

"**Assigned Account**" means the account listed in the Schedule 1 (*Details of Assigned Account*) and as re-designated, renumbered, substituted or replaced from time to time.

"**Associated Benefits**" means, in respect of any asset:

- (a) all monies including (where relevant) all compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"**Charged Property**" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"**Delegate**" means any delegate, agent, attorney or co-trustee appointed by the Chargee.

"**Deposit**" means all monies at any time standing to the credit of the Assigned Account, together with interest and all rights and other benefits accruing to or arising in connection with the Assigned Account.

"**Event of Default**" means the Chargor does not comply with the Secured Obligations.

"**Franchise Agreement**" means the franchise agreement dated 11 June 2014 between the Chargor and the Chargee as amended by the 2018 Amendment Agreement and as it may from time to time be further amended, restated, novated or replaced.

"**Insolvency Act**" means the Insolvency Act 1986.

"**LPA**" means the Law of Property Act 1925.

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

"Secured Obligations" means all present and future liabilities and obligations at any time due, owing or incurred by the Chargor to the Chargee or any person under or in connection with paragraphs 2 (*Payment of amounts in to the Franchise Benefits Fund*), 5 (*Withdrawal requirements*), 6.2 (*Franchise Benefits Scheme Underspend*) and 9.1 (*Franchise Benefits Fund Underspend and Franchise Benefits Overpayment*) of Schedule 3 (*Franchise Benefits Fund*) of the 2018 Amendment Agreement, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity.

"Transaction Documents" means the 2018 Amendment Agreement and the Franchise Agreement.

1.2 Construction

1.2.1 Unless a contrary indication appears in this Deed:

1.2.1.1 terms defined in the Transaction Documents have the same meaning in this Deed; and

1.2.1.2 the provisions of clause 1.1 (*Interpretation*) of the Franchise Agreement and clause 1.2 (*Construction*) of the 2018 Amendment Agreement apply to this Deed as if set out in full in this Deed except that references to the Transaction Documents shall be construed as references to this Deed.

1.2.2 Unless a contrary indication appears, any reference in this Deed to:

1.2.2.1 any asset includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;

1.2.2.2 any other agreement or instrument is a reference to that other agreement or instrument as validly amended, novated, supplemented, extended, restated or replaced from time to time;

1.2.2.3 an **"account"** is a reference to that account as re-designated, renumbered, substituted or replaced from time to time;

1.2.3 Where this Deed includes the words **"including"**, **"in particular"** or **"or otherwise"** (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.4 References to any Security **"created by this Deed"** are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed.

1.3 Third party rights

1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the **"Third Parties Act"**) to enforce or enjoy the benefit of any term of this Deed.

1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. COVENANT TO PAY

2.1 The Chargor as principal debtor and not just as surety, covenants with the Chargee to pay or discharge the Secured Obligations.

- 2.2 The Chargor will make any payments pursuant to the Secured Obligations in the manner provided for in the paragraph 2 (*Payment of amounts in to the Franchise Benefits Fund*) of Schedule 3 (*Franchise Benefits Fund*) of the 2018 Amendment Agreement.

3. GRANT OF SECURITY

3.1 Assignment

The Chargor assigns absolutely:

- 3.1.1 the Assigned Account together with the Associated Benefits relating to the Assigned Account; and
- 3.1.2 the Deposit.

3.2 Fixed Charge

Save to the extent assigned under Clause 3.1 (*Assignment*), the Chargor charges, by way of first fixed charge:

- 3.2.1 the Assigned Account; and
- 3.2.2 the Deposit.

3.3 General

All Security created by this Deed:

- 3.3.1 is created in favour of the Chargee;
- 3.3.2 unless specifically stated otherwise, is created over the present and future assets of the Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and
- 3.3.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.4 Continuing security

The Security created by this Deed is continuing security for the payment and discharge of the Secured Obligations. The provisions of this Deed will apply at all times:

- 3.4.1 regardless of the date on which any of the Secured Obligations were incurred; and
- 3.4.2 in respect of the full amount of the Secured Obligations at the relevant time even if the amount of the Secured Obligations had previously been less than that amount or had been nil at any time.

3.5 Independent Security

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or Security now or subsequently held by the Chargee. No prior Security held by the Chargee over the whole or any of the Charged Property will merge with the Security created by this Deed.

3.6 December 2018 Security

The parties to this Deed agree that the December 2018 Security shall be irrevocably and unconditionally released on and from the date of this Deed.

4. REPRESENTATIONS

The Chargor represents to the Chargee that:

- 4.1.1 the Charged Property is not subject to any Security or restriction (other than in favour of the Chargee); and
- 4.1.2 all deeds, documents, certificates and similar documents received by it or on its behalf relating to the Chargor's interests in the Deposit are in the possession of the Chargee.

Each of the representations given in this Clause 4 (*Representations*) are deemed to be made by the Chargor by reference to the facts and circumstances then existing, on the date of delivery of this Deed.

5. UNDERTAKINGS

5.1 Negative pledge and restriction on dealing

The Chargor may not (and may not agree to):

- 5.1.1 create or permit to subsist any Security over;
- 5.1.2 assign, withdraw, transfer or make any payment from; or
- 5.1.3 permit any variation, waiver or termination of the rights attaching to the whole or any part of,

the Charged Property, unless permitted under the Transaction Documents.

5.2 Permitted withdrawals

- 5.2.1 Notwithstanding the terms of Clause 5.1 (*Negative pledge and restriction on dealing*), until such time as this Deed is enforceable, the Chargor may, with the prior consent of the Chargee delivered in accordance with paragraph 5.1 of Schedule 3 to the 2018 Amendment Agreement, transfer sums from the Assigned Account into an unsecured account specified by the Chargor in accordance with the terms of Paragraph 5 of Schedule 3 to the 2018 Amendment Agreement.
- 5.2.2 Subject to the terms of Schedule 3 of the 2018 Amendment Agreement, the Chargee may attach such conditions to the granting of its consent under Clause 5.2.1 as it sees fit.

5.3 Notice of assignment

The Chargor shall serve notice of the assignment under this Deed of its rights to the Deposit and the Assigned Account by sending a notice substantially in the form of Schedule 2 (*Notices*) to the Account Bank on the date of this Deed.

5.4 Acknowledgement of notice of security

The Chargor shall use all reasonable endeavours to procure that the notice served by it under Clause 5.3 (*Notice of assignment*) is acknowledged by the Account Bank in the form attached to such notice on the date of this Deed.

5.5 Documents and information

The Chargor will, promptly upon request by the Chargee:

5.5.1 deposit with the Chargee all deeds, certificates and documents relating to the Assigned Account; and

5.5.2 provide the Chargee with all information in relation to the Assigned Account and the Deposit as the Chargee may require.

5.6 Further assurance

The Chargor shall promptly take all such actions, including creating, depositing or executing all such documents, notices and instructions in such form as the Chargee may reasonably require:

5.6.1 to create, perfect, protect and (if necessary) maintain the Security created or intended to be created over any of its assets under this Deed or for the exercise of any rights, powers and remedies of the Chargee provided by or under this Deed or by law or regulation; and

5.6.2 to facilitate the realisation of the assets which are, or are intended to be, the subject of Security created by this Deed.

5.7 Power to remedy

If the Chargor fails to comply with any of its obligations under this Deed, the Chargee (or its nominee) may (at the Chargor's expense) take such action as is necessary to protect the Assigned Account and the Deposit against the consequences of the Chargor's non-compliance and to ensure compliance with such obligations. The Chargee is not obliged to perform any obligation of the Chargor or to take any action which it may be entitled to take under this Deed.

5.8 Power of attorney

5.8.1 As security for the performance of its obligations under this Deed, the Chargor irrevocably appoints the Chargee, each Receiver and each Delegate to be its attorney, with full power of substitution.

5.8.2 The attorney may, in the Chargor's name and at its expense, do anything which the Chargor is obliged to under the Transaction Documents to which it is a party but has failed to do or which the Chargee, Receiver or Delegate may in their absolute discretion considers appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Charged Property or under of otherwise for the purposes of any Transaction Documents or any law or regulation.

5.8.3 The Chargor ratifies and confirms anything done by any attorney under this Clause 5.8. The Chargor agrees to agree to indemnify the attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by the attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

6. RIGHTS OF ENFORCEMENT

6.1 Secured Obligations deemed payable

For the purposes of all rights and powers implied by statute, the Secured Obligations are due and payable on the date of this Deed.

6.2 When Security enforceable

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

6.3 Enforcement powers

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by the Chargor, the Chargee may, without further notice:

- 6.3.1 sell, appropriate, realise or transfer, including to itself or to any person, all or any part of the Charged Property in accordance with Clause 8.1;
- 6.3.2 appoint one or more persons to be a Receiver of all or any part of the Charged Property and the Deposit;
- 6.3.3 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and
- 6.3.4 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

6.4 Rights in relation to a Receiver

The Chargee may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Chargee may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Obligations.

6.5 Redemption of prior Security

Where there is any Security created over all or any part of the Charged Property which ranks in priority to the Security created by this Deed and:

- 6.5.1 the Security created by this Deed becomes enforceable; and
- 6.5.2 the holder of such other Security takes any steps to enforce that Security,

the Chargee or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and repay the indebtedness secured by, such other Security. All amounts paid by the Chargee or a Receiver under this Clause will form part of the Secured Obligations.

6.6 Appropriation of payments

Any appropriation by the Chargee or a Receiver under this Deed will override any appropriation by the Chargor.

6.7 Financial collateral

6.7.1 To the extent that any of the assets charged or assigned under this Deed constitute "financial collateral" and this Deed constitutes a "security financial collateral arrangement" for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**FC Regulations**"), the Chargee will have the right when this Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Obligations.

6.7.2 Where any financial collateral is appropriated, its value shall be, in the case of cash, its face value at the time of the appropriation and the Parties agree that this method of valuation is commercially reasonable for the purpose of the FC Regulations.

6.8 Demands

Any demand for payment made by the Chargee shall be valid and effective even if it contains no statement of the relevant Secured Obligations or an inaccurate or incomplete statement of them.

7. POWERS OF A RECEIVER

7.1 General powers

Any Receiver will have:

- 7.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;
- 7.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and
- 7.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

7.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights powers and remedies under law or regulation. Any Receiver will have the following additional powers:

- 7.2.1 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Charged Property which is the subject of the appointment;
- 7.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising all or any part of the Charged Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and
- 7.2.3 the power to use the Chargor's name for all the above purposes.

7.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 7.3.1 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) LPA; and
- 7.3.2 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) LPA.

8. APPLICATION OF PROCEEDS

8.1 Order of priority

All amounts received by the Chargee or a Receiver in connection with the enforcement of the Security created under this Deed will be applied, to the extent permitted by applicable law, in the following order of priority:

- 8.1.1 in discharging any costs and expenses incurred by the Chargee, any Receiver or any Delegate under or in connection with this Deed or any Transaction Document;
- 8.1.2 in or towards discharging the Secured Obligations; and

8.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

8.2 New accounts

If the Chargee receives or is deemed to have received notice of subsequent Security over the Charged Property, then the Chargee may open a new account for the Chargor. If the Chargee does not open a new account, it will be treated as having done so at the time when such notice was received and as from that time all payments made by or on behalf of the Chargor pursuant to the Secured Obligations will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Obligations.

8.3 Release of Charged Property

If the Chargee is satisfied that all the Secured Obligations have (subject to Clauses 10.1 (*Reinstatement*) and 10.2 (*Avoidable payments*)) been unconditionally and irrevocably paid and discharged in full, the Chargee will, at the request and cost of the Chargor, execute such documents and take such steps as may be necessary to release the Charged Property from the Security created by this Deed.

9. PROTECTION OF CHARGE

Neither the Chargee nor any Receiver will be liable to account to the Chargor for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable. The Chargee is entitled to exercise its rights, powers and discretions under this Deed and the Chargor has no right to control nor restrict the Chargee's exercise of any of its rights, powers or discretions under this Deed.

10. SAVINGS PROVISIONS

10.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of any of the Chargor's obligations under this Deed and, as a consequence of any insolvency (or analogous) proceedings or for any other reason:

10.1.1 any payment made to any person in respect of any of the Secured Obligations is required to be repaid; and

10.1.2 any Security (or other right) held by the Chargee in respect of any of the Secured Obligations (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Chargee's other rights under this Deed) the Chargee will be entitled to recover from the Chargor the value which the Chargee has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

10.2 Avoidable payments

If the Chargee, acting reasonably, considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided, set aside or ordered to be refunded or reduced for any reason, then for the purposes of this Deed such amount will not be considered to have been irrevocably paid.

11. CHANGES TO THE PARTIES

11.1 No assignment by Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

11.2 Assignment by Chargee

The Chargee may assign any of its rights or transfer or novate any of its rights or obligations under this Deed in accordance with the terms of the Transaction Documents.

12. COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

13. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

14. JURISDICTION

14.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

14.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

14.3 Clause 14.1 is for the benefit of the Chargee only. As a result, the Chargee will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

Details of Assigned Accounts

Name or designation of bank account	Account number	Name of institution and branch at which account held
GOVIA THAMESLINK RAILWAY LTD, BENEFIT FUND ACCOUNT		THE ROYAL BANK OF SCOTLAND PLC, LONDON CITY OFFICE

SCHEDULE 2

Form of notice relating to assigned accounts

To: [NAME AND ADDRESS OF ACCOUNT HOLDING INSTITUTION] (the "Account Bank")

Dated: [DATE]

Dear Sirs,

1. We give you notice that, under a security agreement dated [DATE] we have assigned to The Secretary of State for Transport (the "Chargee") all our present and future rights, title and interest in, under and to each account listed below (each an "Account"), including all monies (including interest) at any time standing to the credit of such accounts.

Name or designation of bank account	Account Number	Name of institution and branch at which account held
GOVIA THAMESLINK RAILWAY LTD, BENEFIT FUND ACCOUNT		THE ROYAL BANK OF SCOTLAND PLC, LONDON CITY OFFICE

2. We may withdraw or attempt to withdraw any amounts from any Account without the prior written consent of the Chargee until such time as the Chargee notifies you (with a copy to us) in writing that such permission is withdrawn.
3. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you to:
 - 3.1 hold all monies from time to time standing to the credit of each Account to the order of the Chargee and accordingly to pay all or any part of those monies to the Chargee (or as it may direct) promptly following receipt of written instructions from the Chargee; and
 - 3.2 to disclose to the Chargee such information relating to us and each Account as the Chargee may from time to time reasonably request, including granting the Chargee access to our online account details and providing copies of all statements, in electronic or paper form.
4. This notice and authorities and instructions it contains may only be revoked or amended with the prior written consent of the Chargee.
5. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
6. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Chargee (with a copy to us).

By counter-signing this notice the Chargee confirms that we may make withdrawals from any Account until such time as the Chargee notifies you (with a copy to us) in writing that such permission is withdrawn. Such permission may be withdrawn or modified by the Chargee in its absolute discretion at any time.

Yours faithfully,

.....
for and on behalf of
GOVIA THAMESLINK RAILWAY LIMITED

Countersigned by

.....
for and on behalf of
The Secretary of State for Transport

[To be included on copy notice:]

To: GOVIA THAMESLINK RAILWAY LIMITED
3rd Floor, 41-51 Grey Street, Newcastle upon Tyne NE1 6EE

Copy to: THE SECRETARY OF STATE FOR TRANSPORT
33 Horseferry Road, London SW1P 4DR

Dated: [DATE]

Dear Sirs

Acknowledgement of notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any other assignment of or charge over any Account and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice set out above; and
3. will not claim or exercise any right of set-off, counterclaim, lien or right to combine accounts or any other similar right in relation to the monies standing to the credit of any Account.

Yours faithfully,

.....
for and on behalf of
[ACCOUNT BANK]

EXECUTION

The Chargor

Executed as a deed by)
GOVIA THAMESLINK RAILWAY LIMITED,)
acting by one director in the presence of:)



Director

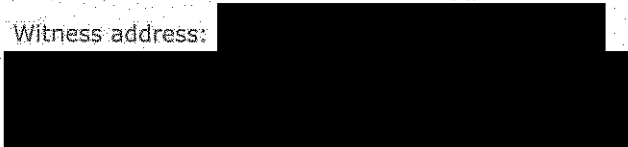
Name: *IAN MCAREW*

Witness signature:



Witness name: *JANET HUGH*

Witness address:



The Chargee

THE CORPORATE SEAL of)

The Secretary of State for Transport)

hereunto affixed is)

)

SEAL REF No. _____

Authenticated by authority of the Secretary of State for Transport

EXECUTION

The Chargor

Executed as a deed by
GOVIA THAMESLINK RAILWAY LIMITED,
acting by one director in the presence of:

)
)
)

Director

Name:

Witness signature:

Witness name:

Witness address:

The Chargee

THE CORPORATE SEAL of

)

The Secretary of State for Transport

)

hereunto affixed is

)

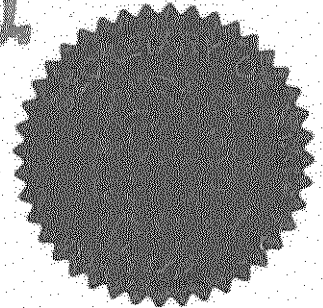
)

SEAL REF No.

DFT/ 9440

SEAL REF No. _____

Authenticated by authority of the Secretary of State for Transport



Tineas