



**Registration of a Charge**

Company name: **NETWORK RAIL INFRASTRUCTURE LIMITED**

Company number: **02904587**



X43FEJOX

Received for Electronic Filing: **18/03/2015**

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**Details of Charge**

Date of creation: **13/03/2015**

Charge code: **0290 4587 0020**

Persons entitled: **HSBC BANK PLC AS SECURITY AGENT**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **PINSENT MASONS LLP**



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

Company number: 2904587

Charge code: 0290 4587 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th March 2015 and created by NETWORK RAIL INFRASTRUCTURE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th March 2015 .

Given at Companies House, Cardiff on 19th March 2015

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

**DATED** 13 March 2015

**(1) THE CHARGORS**

**(2) HSBC BANK PLC**

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**ASSIGNMENT AND CHARGE OF INTERESTS IN  
THE STATION OFFICE NETWORK LLP AND RELATED  
SUBORDINATED DEBT**

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THIS CHARGE is made on 13 March 2015

**BETWEEN:-**

- (1) The Chargors, details of whom are set out in Schedule 2 (together with each other member which becomes a party to this Deed by executing a Deed of Accession, each a "Chargor" and together the "Chargors"); and
- (2) HSBC BANK PLC (the "Security Agent") as agent and trustee for itself and each of the Finance Parties.

**THIS DEED WITNESSES** as follows:-

1. Interpretation

1.1 Definitions

In this Deed:-

"Borrower"	The Station Office Network LLP a limited liability partnership incorporated in England & Wales (registered number OC370469)
"Business Day"	means a day (other than a Saturday or a Sunday) on which banks are open for business in London
"Charge"	means all or any of the Security created, or which may at any time be created, by or pursuant to this Deed
"Charged Property"	means all the assets of the Chargors which from time to time are, or purport to be, the subject of the security created in favour of the Security Agent by or pursuant to this Deed
"Collateral Liabilities"	<p>In relation to any of the Subordinated Debt means:</p> <ol style="list-style-type: none"> <li>(a) any claim for damages or restitution in the event of rescission of any such liabilities or otherwise in connection with the Subordinated Debt;</li> <li>(b) any claim against any Transaction Obligor flowing from any recovery by the Transaction Obligor of a payment or discharge in respect of the Subordinated Debt on the grounds of preference or otherwise; and</li> <li>(c) any amounts (including post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings</li> </ol>
"Deed of Accession"	means a deed in the form reasonably required by the Security Agent, executed, or to be executed, by each person acceding as a member to the Borrower
"Delegate"	means a delegate or sub-delegate appointed pursuant to Clause 11.4 ( <i>Delegation</i> )

<b>"Dissolution"</b>	of a person includes the Bankruptcy, insolvency, liquidation, amalgamation, reconstruction, reorganisation, administration, administrative or other receivership, or dissolution of that person, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction, and any step taken (including, but without limitation, the presentation of a petition or the passing of a resolution) for or with a view to any of the foregoing
<b>"Distributions"</b>	means all monies, proceeds, interest and other income paid or payable in respect of the Interests
<b>"Event of Default"</b>	has the meaning given to that expression in the Facility Agreement
<b>"Facility Agreement"</b>	means a facility agreement dated on or about the date of this Deed made between the Borrower (1) and, amongst others, HSBC Bank plc as original lender (2) and the Security Agent (3) (as amended, restated, supplemented, modified or replaced from time to time) and any letter, agreement, charge, deed or other instrument entered into under or supplemental to it
<b>"Finance Document"</b>	has the meaning given to that expression in the Facility Agreement
<b>"Financial Collateral"</b>	has the meaning given to that expression in the Regulations
<b>"Interests"</b>	means the existing or future interest of the Chargors in all the limited liability partnership interests of the Borrower including any Distributions or other income, offer, right or benefit in respect of any such interest
<b>"Notice of Assignment"</b>	means a notice in substantially the same form as that contained in Schedule 1
<b>"LLP Agreement"</b>	means the limited liability members' agreement dated 7 December 2011 and made between (1) the Chargors and (2) the Borrower
<b>"LPA"</b>	means the Law of Property Act 1925
<b>"Proceedings"</b>	means any proceeding, suit or action arising out of or in connection with this Deed
<b>"Receiver"</b>	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
<b>"Regulations"</b>	means the Financial Collateral Arrangements (No2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them

<b>"Related Rights"</b>	means in relation to any Charged Property:
	(a) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property; and
	(b) any moneys and proceeds paid or payable in respect of that Charged Property
<b>"Rights"</b>	means rights, benefits, claims, contracts, warranties, security, indemnities, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever)
<b>"Secured Liabilities"</b>	means all monies, obligations and liabilities which shall from time to time (and whether on or at any time after any demand or judgment) be due, owing or incurred by the Borrower under the Finance Documents to a Finance Party whatsoever whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety
<b>"Security"</b>	means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect
<b>"Subordinated Debt"</b>	means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing due or incurred by the Borrower to any Chargor together with any Collateral Liabilities relating thereto and any Related Rights in respect of any of the foregoing

## 1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facility Agreement shall have the same meanings in this Deed.

## 1.3 Interpretation

In this Deed, unless the context otherwise requires:-

- 1.3.1 words importing the singular shall include the plural and vice versa and reference to any gender includes the other gender;
- 1.3.2 references to a "guarantee" include an indemnity or any other form of surety;
- 1.3.3 an Event of Default is "continuing" if it has not been waived;
- 1.3.4 all references to documents include such documents as amended, supplemented, replaced or novated from time to time;
- 1.3.5 all references to a party include references to its personal representatives, permitted assigns and transferees and its successors in title and (where applicable) to any replacement or additional trustee or agent;
- 1.3.6 references to persons include bodies corporate, unincorporated associations and partnerships; and

- 1.3.7 words and phrases defined in the Companies Act 1985 have the same meanings in this Deed but the word "company" includes any body corporate.

**1.4 Statutes and headings**

In this Deed:-

- 1.4.1 any reference to any statute or statutory instrument includes any enactment replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced; and
- 1.4.2 headings are for reference purposes only and shall not affect the construction of anything in this Deed.

**1.5 Clauses and Schedules**

In this Deed references to "Clauses" are to the clauses or sub-clauses of this Deed, references to the "Schedule" is to the Schedule to this Deed. The Schedule shall be treated as an integral part of this Deed and references to this Deed shall include the Schedule.

**1.6 Delivery**

The parties intend this Deed to be delivered on the first date specified on page 1 of this Deed and that this Deed shall take effect as a deed notwithstanding the fact that the Security Agent may only execute this Deed under hand.

**2. ASSIGNMENTS AND CHARGES**

**2.1 The Chargors with full title guarantee, as security for the Secured Liabilities:**

- 2.1.1 assign absolutely in favour of the Security Agent, but subject to the right of the Chargors to redeem such assignment upon the full payment or discharge of the Secured Liabilities all their present and future Rights, title and interest in and to, and all benefits accruing under or in connection with the Borrower, including but not limited to all their present and future Rights, title and interest in and to the LLP Agreement (including but not limited to the Interests) absolutely in favour of the Security Agent;
- 2.1.2 assign absolutely in favour of the Security Agent, but subject to the right of the Chargors to redeem such assignment upon the full payment or discharge of the Secured Liabilities all their present and future Rights, title and interest in and to, and all benefits accruing under or in connection with the Subordinated Debt; and
- 2.1.3 to the extent not assigned or effectively assigned by Clause 2.1.1, charge by way of first fixed charge in favour of the Security Agent all their present and future Rights, title and interest in and to, and all benefits accruing under or in connection with the Borrower, including but not limited to all their present and future Rights, title and interest in and to the LLP Agreement (including but not limited to the Interests).

**3. TRUST**

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargors shall hold it on trust for the Security Agent.



#### **4. COVENANTS AND FURTHER ASSURANCES**

##### **4.1 LLP title documentation**

4.1.1 Upon execution of this Deed (or immediately upon the acquisition of the relevant Interests if that acquisition follows the date of this Deed or upon coming into the possession of the Chargors) and notwithstanding any other term of the Finance Documents, the Chargors will deposit with the Security Agent in respect of the Interests owned by it all certificates, warrants or other documents of title (if any).

4.1.2 By signing this Deed, each Chargor waives any pre-emption rights or any other consents and monies necessary to enable the transfers referred to in Clause 4.1.1 to be registered by the Security Agent.

##### **4.2 Further Assurances**

In addition to and without prejudice to anything else contained in this Deed, the Chargors shall, at their own cost, promptly execute and do all such deeds, instruments, transfers, renunciations, proxies, notices, documents, assurances, acts and things in such form as the Security Agent may from time to time require:-

4.2.1 for perfecting, preserving or protecting the Charge or the priority of the Charge; and

4.2.2 for facilitating the realisation of the Charge or the exercise of any Rights vested in the Security Agent.

##### **4.3 Future Chargors**

The Chargors shall procure that any additional member who accedes to the LLP Agreement shall execute a Deed of Accession to this Deed.

#### **5. REPRESENTATIONS AND UNDERTAKINGS**

##### **5.1 General Representations**

5.1.1 The Chargors represent and warrant to the Security Agent that:-

5.1.2 they are the sole members of the Borrower;

5.1.3 they are the sole and absolute legal and beneficial owners of, and have good and valid title to the Charged Property free from any Security save for any Security in favour of the Security Agent;

5.1.4 there is no law, decree or similar enactment binding the Chargors and no provision in any corporate document, mortgage, indenture, trust deed, contract or agreement binding on the Chargors or affecting any of their property which would conflict with or prevent the Chargors from assigning the Charged Property or providing Security in respect of the Charged Property on the terms and conditions set out in this Deed or which would prevent the Chargors from observing any of their obligations contained in this Deed;

5.1.5 they have the power and capacity to enter into, perform and deliver their entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed;

5.1.6 no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be

expected to prevent them from accepting and performing any of their obligations under this Deed, have (to the best of their knowledge and belief) been started or threatened against them;

- 5.1.7 no Security (other than the Charge) exists on, over or with respect to any of the Charged Property;
- 5.1.8 they have not sold, transferred, lent, assigned, parted with its interest in, disposed of, granted any option in respect of or otherwise dealt with any of their Rights, title and interest in and to the Charged Property, or agreed to do any of the foregoing (otherwise than pursuant to this Deed);
- 5.1.9 there are no moneys or liabilities outstanding from the Chargors in respect of any of the Charged Property;
- 5.1.10 as at the date of this Deed the Chargors are able to meet their debts as they fall due and are not deemed unable to pay their debts within the meaning of section 268 of the Insolvency Act 1986; and
- 5.1.11 each of the above representations and warranties will be correct and complied with in all respects at all times during the continuance of the Charge as if repeated then by reference to the then existing circumstances.

## 5.2 General Undertakings

The Chargors shall:-

- 5.2.1 not create, attempt to create or permit to subsist any Security (other than the Charge) on, over or with respect to any of the Charged Property;
- 5.2.2 not sell, transfer, lend, assign, part with its interest in, dispose of, grant any option in respect of or otherwise deal with any of its Rights, title and interest in and to the Charged Property, or agree to do any of the foregoing (otherwise than pursuant to this Deed or the Facility Agreement);
- 5.2.3 not take or omit to take any action which act or omission could adversely affect or diminish the value of any of the Charged Property (otherwise than pursuant to this Deed or the Facility Agreement);
- 5.2.4 ensure that there are no moneys or liabilities from either Chargor outstanding in respect of any of the Charged Property;
- 5.2.5 take all action within their power to procure, maintain in effect and comply with all the terms and conditions of all approvals, authorisations, consents and registrations necessary or appropriate for anything provided for on their part in this Deed;
- 5.2.6 ensure that the Charge will at all times be a legally valid and binding first fixed charge over the Charged Property ranking in priority to the interests of any liquidator, administrator or creditor of the Borrower;
- 5.2.7 indemnify and keep indemnified the Security Agent and its nominees against any cost, liabilities or expenses which it or they may suffer or incur as a result of any failure by the Chargors to pay all calls, subscription moneys and other moneys payable on or in respect of any of the Charged Property;
- 5.2.8 deliver to the Security Agent a copy of every circular, notice, report, set of accounts or other document received by the Chargors in respect of or in connection with any of the Charged Property forthwith upon receipt by the

Chargors of such document save to the extent already delivered by the Borrower;

- 5.2.9 promptly deliver to the Security Agent all such information concerning the Charged Property as the Security Agent may reasonably request from time to time; and
- 5.2.10 not nominate another person to enjoy or exercise all or any specified rights of the Chargors in relation to the Charged Property as contemplated by the Companies Act 2006 or otherwise.

## 6. LLP Agreement

### 6.1 The Chargors shall:-

- 6.1.1 duly and promptly perform all their obligations and diligently pursue their rights, and use all reasonable endeavours to procure that all other parties perform their obligations in relation to the LLP Agreement;
- 6.1.2 notify the Security Agent of any breach by any person of any obligations or arrangements in relation to the LLP Agreement or any right of it or any other person to rescind, cancel or terminate the LLP Agreement promptly upon becoming aware of it;

### 6.2 The Chargors shall not without the Security Agent's prior written consent (not to be unreasonably withheld or delayed):-

- 6.2.1 agree to amend, supplement, substitute or terminate the LLP Agreement or any material provision of the present arrangements in relation to the LLP Agreement;
- 6.2.2 agree to any release of any obligation in relation to the LLP Agreement;
- 6.2.3 take or omit to take any action, the taking or omission of which might result in any alteration or impairment of any of the rights created by the LLP Agreement or this Deed, nor exercise any right or power conferred on it in relation to the LLP Agreement in any manner adverse to the interests of the Security Agent.

### 6.3 Conduct of Claims

#### The Chargors:-

- 6.3.1 shall promptly notify the Security Agent of any actual, threatened or anticipated claim relating to the LLP Agreement, and shall not, without the Security Agent's prior written consent (not to be unreasonably withheld or delayed), compromise or settle any claim relating to the LLP Agreement;
- 6.3.2 shall not, without the Security Agent's prior written consent (not to be unreasonably withheld or delayed), commence any proceedings or refer any dispute to arbitration in connection with the LLP Agreement; and
- 6.3.3 authorise the Security Agent at any time and in any manner (whether in the Security Agent's name or the Chargors' name or any one of them) to take, submit to arbitration, institute, stay, settle or discontinue any proceedings relating to any claim against the Borrower.

### 6.4 Chargors remain liable

The Chargors shall remain liable to perform all their obligations in relation to the LLP Agreement and the Security Agent shall be under no obligation or liability as a result of any failure by the Chargors to perform those obligations.

**7. ENFORCEMENT OF SECURITY**

**7.1 Chargors' rights before Enforcement**

Until the Charge has become enforceable, the Chargors shall be entitled to:-

- 7.1.1 receive and retain free from the Charge any Distributions paid to it as permitted under the terms of the Finance Documents; and
- 7.1.2 exercise and control the exercise of all voting and other Rights relating to the Charged Property.

**7.2 Charge shall become Enforceable**

The Charge shall be enforceable, and the powers conferred by section 101 of the LPA as varied or extended by this Deed shall be exercisable, upon and at any time after the occurrence of an Event of Default (as defined in the Facility Agreement).

**7.3 Section 101 LPA**

The powers conferred by section 101 of the LPA, as varied and extended by this Deed, shall be deemed to have arisen on the execution of this Deed.

**7.4 Section 93 and 103 LPA**

Sections 93 and 103 of the LPA shall not apply to this Deed.

**8. DEALINGS WITH CHARGED PROPERTY ON ENFORCEMENT**

**8.1 Rights of Security Agent**

At any time after the Charge has become enforceable, the Security Agent shall have the right, without any notice to, or consent of, the Chargors:-

**8.1.1 Apply Proceeds**

Apply any proceeds arising under the LLP Agreement in or towards satisfaction of the Secured Liabilities.

**8.1.2 Possession**

to take possession of, collect and get in the Charged Property, and in particular to take any steps necessary to vest all or any of the Charged Property in the name of the Security Agent or its nominee (including completing any transfers of any membership interests comprised in the Charged Property) and to receive and retain any Distributions;

**8.1.3 Sell**

to sell, exchange, convert into money or otherwise dispose of or realise the Charged Property to any person and for such consideration (whether comprising cash, debentures or other obligations or other valuable consideration of any kind) and on such terms (whether payable or deliverable in a lump sum or by instalments) as it may think fit, and for this purpose to complete any transfers of the Charged Property;

**8.1.4 Voting Rights**

for the purpose of preserving the value of the Charge, or realising the same, to exercise or direct the exercise of all voting and other Rights relating to the Charged Property in such manner as it may think fit;

**8.1.5 Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands relating in any way to the Charged Property;

**8.1.6 Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Property; and

**8.1.7 Other Rights**

- (a) to do all such other acts and things it may consider necessary or expedient for the realisation of the Charged Property or incidental to the exercise of any of the Rights conferred on it under or in connection with this Deed or the LPA and to concur in the doing of anything which it has the Right to do and to do any such thing jointly with any other person; and
- (b) to the extent that any Charged Property constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Security Agent insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18.

**8.2 Obligations of Chargors**

After the Charge has become enforceable:-

- 8.2.1 all Distributions shall be paid to and retained by the Security Agent, and any such moneys which may be received by the Chargors shall, pending such payment, be segregated from any other property of the Chargors and held in trust for the Security Agent; and
- 8.2.2 the Chargors shall procure that all voting and other Rights relating to the Charged Property are exercised in accordance with such Instructions (if any) as may from time to time be given to the Chargors by the Security Agent, and the Chargors shall deliver to the Security Agent such forms of proxy or other appropriate forms of authorisation to enable the Security Agent to exercise such voting and other Rights.

**9. RECEIVERS****9.1 Appointment**

At any time after this Deed has become enforceable in respect of and against any Chargor, the Security Agent may appoint any person or persons to be a Receiver or Receivers of all or any part of the Charged Property of the Chargors charged under this Deed or an administrator of the Chargors. An appointment over part only of such Charged Property shall not preclude the Security Agent from making any subsequent appointment over any other part of such Charged Property.

**9.2 Appointment in writing**

The appointment of a Receiver shall be in writing, and may be signed by any officer of the Security Agent. Where more than one person is acting at any time as Receiver, they shall have power to act severally as well as jointly.

**9.3 Remuneration**

The Security Agent may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in section 109(6) of the LPA) and may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

**9.4 Powers**

The Receiver shall be the agent of the Chargors (which shall be solely liable for his acts, defaults and remuneration) unless and until the Chargors go into liquidation from which time he shall act as principal and shall not become the agent of the Security Agent, and the Receiver shall have and be entitled to exercise in relation to the Charged Property:-

- 9.4.1 all the powers conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- 9.4.2 all the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 9.4.3 all the powers and rights that an absolute owner would have in relation to any Charged Property; and
- 9.4.4 the power to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

**10. APPLICATION OF MONEYS**

All moneys arising from the exercise of the powers of enforcement under this Deed shall (except as may be otherwise required by applicable law) be held and applied in the following order of priority (but without prejudice to the right of the Security Agent to recover any shortfall from the Chargors):-

- 10.1 in satisfaction of all costs, charges and expenses incurred, and payments made, by the Security Agent (including, without limitation, legal expenses);
- 10.2 in or towards the payment or discharge of such of the Secured Liabilities in such order as the Security Agent in its absolute discretion may from time to time determine; and
- 10.3 after all the Secured Liabilities have been paid or discharged in full, in payment of any surplus to the Chargors or other person entitled to it.

**11. GENERAL RIGHTS OF THE SECURITY AGENT****11.1 Redemption of Security**

The Security Agent may at any time redeem any Security over the Charged Property having priority to the Charge or procure the transfer thereof to the Security Agent and may settle the accounts of encumbrancers. Any accounts so settled shall be

conclusive and binding on the Chargors. The Chargors shall on demand pay to the Security Agent all principal moneys, interest, costs, charges, losses, liabilities and expenses of and incidental to any such redemption or transfer.

#### **11.2 Suspense Account**

The Security Agent may, for as long as any of the Secured Liabilities for which any other person may be liable as principal debtor or as co-surety with the Chargors have not been paid or discharged in full, at its sole discretion, place and retain on a suspense account, for as long as it considers fit, any moneys received, recovered or realised under or in connection with this Deed to the extent of such Secured Liabilities without any obligation on the part of the Security Agent to apply the same in or towards the discharge of such Secured Liabilities.

#### **11.3 New Account**

At any time following:

11.3.1 the Security Agent receiving notice (either actual or constructive) of any subsequent Security affecting the Charged Property or,

11.3.2 the Dissolution of the Chargors,

the Security Agent may open a new account in the name of any Chargor (whether or not it permits any existing account to continue).

If the Security Agent does not open such a new account, it shall nevertheless be treated as if it had done so at the time when the notice was received or was deemed to have been received or, as the case may be, the Dissolution commenced. Thereafter, all payments made by the Chargors to the Security Agent or received by the Security Agent for the account of the Chargors shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Deed at the time when the Security Agent received or was deemed to have received such notice or, as the case may be, the Dissolution commenced.

#### **11.4 Delegation**

The Security Agent may delegate in any manner to any person any of the Rights which are for the time being exercisable by the Security Agent under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent may think fit.

#### **11.5 Set-off by the Security Agent**

In addition to any general lien, right to combine accounts, right to set-off or other right which it may at any time have the Security Agent may at any time, without notice to the Chargors and without prejudice to any of the Security Agent's other Rights, combine or consolidate all or any accounts which it then has in relation to the Chargors (in whatever name) and any Secured Liabilities owed by the Chargors to the Security Agent and/or set off any Secured Liabilities which are due and unpaid against any obligation (whether or not matured) owed by the Security Agent to the Chargors, regardless of the place of payment or booking branch, and for that purpose the Security Agent may convert one currency into another at the rate of exchange determined by the Security Agent in its absolute discretion to be prevailing at the date of set-off.

## 12. LIABILITY OF SECURITY AGENT, DELEGATES AND NOMINEES

### 12.1 Possession

If the Security Agent or any Delegate shall take possession of the Charged Property, It may at any time relinquish such possession.

### 12.2 Security Agent's Liability

The Security Agent shall not in any circumstances (whether by reason of taking possession of the Charged Property or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever):-

12.2.1 be liable to account to the Chargors or any other person for anything except the Security Agent's own actual receipts; or

12.2.2 be liable to the Chargors or any other person for any costs, charges, losses, damages, liabilities or expenses arising from any realisation of the Charged Property or from any exercise or non-exercise by the Security Agent of any Right conferred upon It in relation to the Charged Property or from any act, default, omission or misconduct of the Security Agent, its officers, employees or agents in relation to the Charged Property except to the extent that they shall be caused by the Security Agent's own fraud, gross negligence or wilful misconduct or that of its officers or employees.

### 12.3 Delegate's and Nominee's Liability

All the provisions of Clause 12.2 (*Security Agent's Liability*) shall apply, mutatis mutandis, in respect of the liability of any Delegate or nominee of the Security Agent or any officer, employee or agent of the Security Agent, any Delegate or any nominee of the Security Agent.

### 12.4 Indemnity

The Security Agent and every Delegate, attorney, manager, agent or other person appointed by the Security Agent hereunder shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses incurred by any of them in the execution or purported execution of any of its Rights and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Charged Property, and the Security Agent and any such Delegate, attorney, manager, agent or other person appointed by the Security Agent hereunder may retain and pay all sums in respect of the same out of any moneys received.

## 13. PROTECTION OF THIRD PARTIES

No person dealing with the Security Agent or any Delegate shall be concerned to enquire whether any event has happened upon which any of the Rights conferred under or in connection with this Deed or any relevant legislation are or may be exercisable, whether any consents, regulations, restrictions or directions relating to such Rights have been obtained or complied with or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such Rights or as to the application of any money borrowed or raised or other proceeds of enforcement. All the protections to purchasers contained in any relevant legislation for the time being in force shall apply to any person purchasing from or dealing with the Security Agent or any Delegate.



## 14. PRESERVATION OF SECURITY

### 14.1 Continuing Security

The Charge shall be a continuing security for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or any other matter or thing whatsoever.

### 14.2 Other Security

The Charge shall be in addition to and shall not be prejudiced by any other Security or any guarantee or Indemnity or other document which the Security Agent may at any time hold for the payment of the Secured Liabilities.

### 14.3 Preservation of Payments

The Chargors will not do, permit or suffer or to be done anything which may prevent the Security Agent (or any person claiming title through the Security Agent) from receiving the monies payable to the Security Agent under the LLP Agreement or in relation to the Borrower.

### 14.4 Waiver of Defences

Without prejudice to Clauses 14.1 (*Continuing Security*) and 14.2 (*Other Security*), neither the Charge nor the liability of the Chargors for the Secured Liabilities shall be prejudiced or affected by:-

- 14.4.1 any variation or amendment of, or waiver or release granted under or in connection with, any other Security or any guarantee or Indemnity or other document; or
- 14.4.2 time being given, or any other indulgence or concession being granted, by the Security Agent to the Chargors or any other person; or
- 14.4.3 the taking, holding, failure to take or hold, varying, realisation, non-enforcement, non-perfection or release by the Security Agent or any other person of any other Security, or any guarantee or indemnity or other document; or
- 14.4.4 the Dissolution of the Chargors or any other person; or
- 14.4.5 any change in the constitution of the Chargors; or
- 14.4.6 any amalgamation, merger or reconstruction that may be effected by the Security Agent with any other person or any sale or transfer of the whole or any part of the undertaking, property and assets of the Security Agent to any other person; or
- 14.4.7 the existence of any claim, set-off or other right which the Chargors may have at any time against the Security Agent or any other person; or
- 14.4.8 the making or absence of any demand for payment of any Secured Liability on the Chargors or any other person, whether by the Security Agent or any other person; or
- 14.4.9 any arrangement or compromise entered into by the Security Agent with the Chargors or any other person; or

14.4.10 any other thing done or omitted or neglected to be done by the Security Agent or any other person or any other dealing, fact, matter or thing which, but for this provision, might operate to prejudice or affect the liability of the Chargors for the Secured Liabilities.

## **15. RELEASE OF CHARGED PROPERTY**

### **15.1 Release of Charged Property**

If:-

15.1.1 all Secured Liabilities have been paid or discharged in full; or

15.1.2 Security or a guarantee for the Secured Liabilities, in each case acceptable to the Security Agent, has been provided in substitution for this Deed,

then, subject to Clause 15.2 (*Retention of Deed*), the Security Agent shall at the request and cost of the Chargors execute such deeds and do all such acts and things as may be necessary to release the Charged Property from the Charge.

### **15.2 Retention of Deed**

If the Chargors request the Security Agent to release the Charged Property from the Charge following any payment or discharge made or Security or guarantee given in relation to the Secured Liabilities by a person other than the Chargors (a "Relevant Transaction"), the Security Agent shall be entitled to retain this Deed (and all stock and share certificates, transfers, documents of title and other documentary evidence of ownership in relation to the Charged Property deposited with the Security Agent pursuant to this Deed) and shall not be obliged to release the Charged Property from the Charge until the expiry of the Retention Period in relation to that Relevant Transaction. If at any time before the expiry of that Retention Period the Dissolution of such other person shall have commenced, the Security Agent may continue to retain this Deed (and all such stock and share certificates, transfers, documents of title and documentary evidence) and shall not be obliged to release the Charged Property from the Charge for such further period as the Security Agent may determine.

### **15.3 Retention Period**

For the purpose of Clause 15.2 (*Retention of Deed*) "Retention Period" means, in relation to any Relevant Transaction, the period which commences on the date when that Relevant Transaction was made or given, and which ends on the date falling one month after the expiration of the maximum period within which that Relevant Transaction can be avoided, reduced or invalidated by virtue of any applicable law or for any other reason whatsoever.

## **16. POWER OF ATTORNEY**

### **16.1 Appointment**

The Chargors hereby appoint, irrevocably and by way of security, the Security Agent and any person nominated in writing by the Security Agent as attorney of the Chargors severally to be the attorney of the Chargors (with full powers of substitution and delegation), on its behalf and in its name or otherwise, at such time and in such manner as the attorney may think fit:-

16.1.1 to do anything which the Chargors are or may be obliged to do (but has not done) under this Deed including, but without limitation, to complete and execute any transfer of the Interests; and

- 16.1.2 generally to exercise all or any of the Rights conferred on the Security Agent in relation to the Charged Property or under or in connection with this Deed or any relevant legislation.

**16.2 Ratification**

The Chargors covenant to ratify and confirm whatever any attorney shall do or purport to do in the exercise or purported exercise of the power of attorney in Clause 16.1 (*Appointment*).

**17. CURRENCY INDEMNITY**

**17.1 Currency Indemnity**

If, under any applicable law, whether pursuant to a judgment against the Chargors or the Dissolution of the Chargors or for any other reason, any payment under or in connection with this Deed is made or falls to be satisfied in a currency (the "Other Currency") other than the currency in which the relevant payment is expressed to be payable (the "Required Currency"), then, to the extent that the payment actually received by the Security Agent (when converted into the Required Currency at the rate of exchange on the date of payment or, if it is not practicable for the Security Agent to make the conversion on that date, at the rate of exchange as soon afterwards as it is practicable for the Security Agent to do so or, in the case of a Dissolution, at the rate of exchange on the latest date permitted by applicable law for the determination of liabilities in such Dissolution) falls short of the amount expressed to be due or payable under or in connection with this Deed, the Chargors shall, as an original and independent obligation under this Deed, indemnify and hold the Security Agent harmless against the amount of such shortfall.

**17.2 Rate of Exchange**

For the purpose of Clause 17.1 (*Currency Indemnity*) "rate of exchange" means the rate at which the Security Agent is able on the relevant date to purchase the Required Currency with the Other Currency and shall take into account any commission, premium and other costs of exchange and taxes payable in connection with such purchase.

**18. CERTIFICATE TO BE CONCLUSIVE EVIDENCE**

For all purposes, including any Proceedings, a copy of a certificate signed by an officer of the Security Agent as to the amount of any indebtedness comprised in the Secured Liabilities for the time being shall, in the absence of manifest error, be conclusive evidence against the Chargors as to the amount thereof.

**19. COSTS AND EXPENSES**

The Chargors shall indemnify the Security Agent on demand against all costs, charges, losses, liabilities, expenses and other sums (including legal, accountants' and other professional fees) and any taxes thereon reasonably expended, paid, incurred or debited on account by the Security Agent in relation to this Deed, and/or any other document referred to in this Deed, including, without prejudice to the generality of the foregoing:-

- 19.1 in connection with the negotiation, preparation, execution, stamping, filing, registration and perfection of this Deed;
- 19.2 in connection with the granting of any waiver or consent sought by the Chargors or in connection with any variation, amendment, extension or modification of, or supplement to, this Deed;

19.3 in enforcing, protecting, preserving or realising, or attempting to enforce, protect, preserve or realise, the Security Agent's Rights under this Deed; and

19.4 In connection with or contemplation of any Proceedings or the recovery or attempted recovery of any Secured Liabilities.

## 20. STAMP DUTY

The Chargors shall pay promptly, and in any event before any penalty becomes payable, all stamp, documentary and similar taxes, if any, payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Deed or any other document referred to in this Deed, and shall indemnify the Security Agent against any liability with respect to, or resulting from any delay in paying or omission to pay, any such tax.

## 21. COMMUNICATIONS

### 21.1 Communications to be in Writing

Any communication given or made under or in connection with the matters contemplated by this Deed shall be in writing.

### 21.2 Deemed Delivery

Any such communication shall be addressed as provided in Clause 21.3 (*Parties' Details*) and, if so addressed, shall be deemed to have been duly given or made as follows:-

21.2.1 if sent by personal delivery, upon delivery at the address of the relevant party; and

21.2.2 if sent by first class post, two Business Days after the date of posting;

provided that if, in accordance with the above provisions, any such communication would otherwise be deemed to be given or made outside working hours, such communication shall be deemed to be given or made at the start of the next period of working hours.

### 21.3 Parties' Details

The relevant details of each party for the purposes of this Deed, subject to Clause 21.4 (*Change of Details*), are as set out in Schedule 2 in respect of the Chargors and as follows in respect of the Security Agent:-

Party	Addressee	Address
Security Agent	Jason Briggs	70 Pall Mall London SW1Y 5EZ

### 21.4 Change of Details

Either party may notify the other party at any time of a change to its details for the purposes of Clause 21.3 provided that such notification shall only be effective on:-

21.4.1 the date specified in the notification as the date on which the change is to take place; or

- 21.4.2 If no date is specified or the date specified is less than ten Business Days after the date on which notice is given, the date falling ten Business Days after notice of any such change has been given.

**22. RIGHTS AND WAIVERS**

**22.1 Delay**

No delay or omission on the part of the Security Agent in exercising any Right provided by law or under this Deed shall impair such Right or operate as a waiver thereof or of any other Right.

**22.2 Single or Partial Exercise**

The single or partial exercise by the Security Agent of any Right provided by law or under this Deed shall not preclude any other or further exercise thereof or the exercise of any other Right.

**22.3 Rights to be Cumulative**

The Rights provided in this Deed are cumulative with, and not exclusive of, any Rights provided by law.

**23. INVALIDITY**

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither:-

- 23.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; nor

- 23.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed,

shall be affected or impaired.

**24. ASSIGNMENT BY SECURITY AGENT**

The Security Agent may at any time, without the consent of the Chargors, assign or transfer the whole or, as the case may be, any part of the Security Agent's Rights under this Deed to any person to whom the whole or any part of any of the Security Agent's rights under the Facility Agreement shall be assigned or transferred.

**24.1 Contracts (Rights of Third Parties) Act 1999**

- 24.1.1 The Security Agent, any Receiver and their respective officers, employees and agents may enforce any term of this Deed which purports to confer a benefit on that person, but no other person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

- 24.1.2 Notwithstanding any term of any Finance Document, the parties to this Deed and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of any person who is not a party to this Deed.

**24.2 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 this Deed.

**25. GOVERNING LAW**

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

**26. ENFORCEMENT**

**26.1 Jurisdiction of English Courts**

26.1.1 The courts of England 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 or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

26.1.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no such party will argue to the contrary.

26.1.3 This Clause 26.1.3 (*Jurisdiction of English Courts*) is for the benefit of the Security Agent only. As a result, the Security 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 Security Agent may take concurrent proceedings in any number of jurisdictions.

**EXECUTED AND DELIVERED AS A DEED** by the Chargers and the Security Agent on the date set out at the beginning of this Deed.

**SCHEDULE 1****Notice of Assignment**

To: **THE STATION OFFICE NETWORK LLP** a limited liability partnership incorporated in England & Wales (registered number OC370469) whose registered office is at 22 Manchester Square, London, W1U 3PT

Date: [ ] 2015

Dear Sirs,

We give you notice that we have assigned and charged to **HSBC BANK PLC** (the "Security Agent") pursuant to a deed of assignment and charge entered into by us in favour of the Security Agent dated [ ] 2015 all our right, title and interest in and to **THE STATION OFFICE NETWORK LLP** (the "Borrower") and the Limited Liability Partnership Agreement constituting such LLP (the "LLP Agreement") including all moneys which may be payable in respect of the Borrower as security for certain obligations owed to the Security Agent.

1. We notify you that:-

1.1 we may not, among other things, agree to amend, supplement, substitute, terminate, rescind or cancel the LLP Agreement or any material provision of the LLP Agreement or release any obligation under or in connection with the LLP Agreement or waive any material breach of the LLP Agreement;

1.2 until you receive written notice to the contrary from the Security Agent, we will continue to exercise all of our rights in relation to the Borrower and the LLP Agreement.

2. After written notice is given by the Security Agent:

2.1 we will cease to have any right to exercise our rights in relation to the Borrower and from that time all rights shall be vested in the Security Agent;

2.2 all remedies provided for in relation to the LLP Agreement or available at law or in equity are exercisable by Security Agent;

2.3 all rights to compel performance under the LLP Agreement are exercisable by the Security Agent although we shall remain liable to perform all the obligations assumed by ourselves under the LLP Agreement;

2.4 all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from our limited liability partnership interests in the Borrower belong to the Security Agent; and

2.5 you are authorised to disclose information relating to the Borrower and the LLP Agreement to the Security Agent on request.

3. I request that you:-

3.1 after receipt of written notice in accordance with paragraph 2, ensure that all moneys to which we are entitled under the LLP Agreement or in respect of the Borrower are credited to the account of the Security Agent specified in that notice (and are not paid to us); and

3.2 give the Security Agent written notice of any breach of any term of the LLP Agreement as soon as you become aware of it.

4. Please sign and return the enclosed copy of this notice to the Security Agent to confirm that you:
  - 4.1 agree to the terms of this notice and to act in accordance with its provisions;
  - 4.2 have not received notice that we have assigned our rights under the LLP Agreement to a third party or created any other interest (whether by way of security or otherwise) under the LLP Agreement in favour of a third party; and
  - 4.3 have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Security Agent, any right of set-off, counter-claim or other right relating to the Borrower or the LLP Agreement.
5. These instructions may not be revoked without the prior written consent of the Security Agent.
6. The provisions of this notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent marked for the attention of Graham Harman.

Yours faithfully,

For and on behalf of:

.....  
**Esselco Office Properties Limited**

.....  
**Network Rail Infrastructure Limited**



[On copy only:]

To: **HSBC BANK PLC**

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 and to the Borrower or the LLP Agreement and that we will comply with the terms of that notice.

We further confirm that:-

- (1) no amendment, waiver or release of any of such rights, interests and benefits shall be effective without the prior written consent of the Security Agent;
- (2) no termination of such rights, interests or benefits shall be effective unless we have given the Security Agent thirty days written notice of the proposed termination (or if notice is not possible within that period, as soon as possible), specifying the action necessary to avoid such termination;
- (3) we have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Security Agent, any right of set-off, counter-claim or other right relating to the Borrower or the LLP Agreement; and
- (3) no breach or default on the part of Esselco Office Properties Limited or Network Rail Infrastructure Limited of any of the obligations in relation to the Borrower shall be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

For and on behalf of **THE STATION OFFICE NETWORK LLP**

By:

.....

Member

.....

Member

Dated: [            ]

**SCHEDULE 2****THE CHARGORS**

<b>CHARGOR</b>	<b>ADDRESS</b>
Esselco Office Properties Limited (registered in England with number 7355616)	22 Manchester Square, London, W1U 3PT
Network Rail Infrastructure Limited (registered in England with number 2904587)	1 Eversholt Street, London, NW1 2DN

THE CHARGORS

EXECUTED as a Deed (but not delivered until )  
dated) by ESSELCO OFFICE PROPERTIES )  
LIMITED )  
acting by a Director in the presence of a witness: )

) Director

Name of Director CHARLIE GREEN

Signature of Witness:

Name of Witness:

MATTHEW GREEN

Occupation of Witness:

Address of Witness

EXECUTED as a Deed (but not delivered until )  
dated) by NETWORK RAIL INFRASTRUCTURE )  
LIMITED )  
acting by a Director in the presence of a witness: )

) Director

Name of Director

ANDREW LEDGER

Signature of Witness:

Name of Witness:

MATTHEW GREEN

Occupation of Witness:

Address of Witness

**THE SECURITY AGENT**

**SIGNED** by  
a duly authorised officer for and on behalf of  
**HSBC BANK plc** in the presence of:-

Signature of witness:

Name of witness:

Address:

A large black rectangular redaction box covering the signature area.

ANNE FROTHAM

A large black rectangular redaction box covering the address area.