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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

CHA 116

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of company

To the Registrar of Companies

For official use

Company number



2988520

Name of company

\* ABB DAIMLER-BENZ TRANSPORTATION (ROLLING STOCK) LTD (the "Mortgagor")

Date of creation of the charge

27th August, 1998

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

A Rolling Stock Mortgage between the Mortgagor and the Mortgagee dated 27th August, 1998 (the "Mortgage")

Amount secured by the mortgage or charge

The obligations of the Mortgagor to pay to the Mortgagee pursuant to paragraph 8 of the Amending Letter an amount equal to a rebate of the Multiple Unit Price or the Vehicle Price (plus any other amounts payable) in relation to any Qualifying Unit in the event that the Mortgagor does not, or the Mortgagee or its substitute is unable to, effect a transfer of title to such Qualifying Unit to Porterbrook or a Third Party Purchaser in accordance with the terms and conditions of the Amending Letter and, in the case of the Mortgagee or its substitute, the Irrevocable Power of Attorney (the "Secured Obligations").

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

Porterbrook Leasing Company Limited of Burdett House, Beckett Street, Derby DE1 1JP (the "Mortgagee")

Presentor's name address and  
reference (if any):

Allen & Overy  
One New Change  
London  
EC4M 9QQ

Ref: ALJ/HN/B2:126830

Time critical reference

For official use  
Mortgage Section

Post room



KLO \*K56WY9FD\* 2608  
COMPANIES HOUSE 08/09/98

Short particulars of all the property mortgaged or charged

The Mortgagor with full title guarantee, as a continuing security for the payment, performance and discharge of all the Security Obligations mortgages to the Mortgagee by way of first priority mortgage all its present and future rights, title and interest in and to each Qualifying Unit.

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Please complete legibly, preferably in black type, or bold block lettering

The Mortgagor shall not agree to or authorise any person to, without the prior written consent of the Mortgagee:

(i) create or knowingly permit to subsist any Security Interest created by this Mortgage (and it shall duly and promptly at its own cost and expense pay or cause to be paid all sums required and take such other action as may be necessary to discharge any such Security Interest so created or permitted to subsist by it as aforesaid);

(ii) sell, transfer, grant or lease or otherwise dispose of any Qualifying Unit; or

Particulars as to commission allowance or discount (note 3)

NIL

Signed Allen + Overy

Date 8<sup>th</sup> September, 1998

On behalf of ~~company~~ mortgagee/chargee<sup>†</sup>

<sup>†</sup> delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

(iii) knowingly do or permit to be done any act or thing which might prejudice the rights of the Mortgagee in any Qualifying Unit.

For the purposes of this 395:

"Additional Vehicle" means any Vehicle ordered pursuant to Clause 16 of the Construction and Maintenance Agreement in addition to the Initial Multiple Units.

"Amending Letter" means the letter agreement dated 14th July and having an effective date of 17th July, 1998 as amended from time to time, made between the Mortgagor, Mortgagee and the Chiltern Railway Company Limited.

"Construction and Maintenance Agreement" means the agreement of that name dated 22nd August, 1996 as such agreement has been amended, varied and supplemented on or prior to the date hereof between the Mortgagor and the Chiltern Railway Company Limited.

"Initial Multiple Unit" means the first four Multiple Units ordered on the 22nd August, 1996.

"Irrevocable Power of Attorney" has the meaning set out in paragraph 8 of the Amending Letter.

"Multiple Unit Price" means for any Initial Multiple Unit the price specified in Schedule 3 of the Construction and Maintenance Agreement.

"Multiple Units" means each 3 Vehicle (or otherwise configured) Multiple Unit to be supplied under the Construction and Maintenance Agreement.

"Qualifying Unit" has the meaning set out in paragraph 4(a) of the Amending Letter.

"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or other security interest or any other agreement or arrangement having the effect of conferring security.

"Third Party Purchaser" has the meaning set out in paragraph 4(g) of the Amending Letter.

"Vehicle" means in relation to each Multiple Unit each Vehicle comprising such Multiple Unit.

"Vehicle Price" means the price for (1) any Vehicle as set out in Schedule 5 of the Construction & Maintenance Agreement for the relevant type of Vehicle or (2) any Additional Vehicle as set out in Schedule 4 of the Construction and Maintenance Agreement for the relevant type of Vehicle and as varied pursuant to Clause 16.2 of the Construction and Maintenance Agreement.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02988520

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A ROLLING STOCK MORTGAGE DATED THE 27th AUGUST 1998 AND CREATED BY ABB DAIMLER-BENZ TRANSPORTATION (ROLLING STOCK) LTD FOR SECURING THE OBLIGATIONS OF THE COMPANY (MORTGAGOR) TO PAY TO PORTERBROOK LEASING COMPANY LIMITED (MORTGAGEE) PURSUANT TO PARAGRAPH 8 OF THE AMENDING LETTER AN AMOUNT EQUAL TO A REBATE OF THE MULTIPLE UNIT PRICE OR THE VEHICLE PRICE (AS DEFINED IN THE MORTGAGE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th SEPTEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th SEPTEMBER 1998 .

*Jennifer V Murphy*  
JENNIFER MURPHY

for the Registrar of Companies



COMPANIES HOUSE

HC026B