219534 /91

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge

IRIS Laserform

A fee is payable with this form. Please see 'How to pay' on the last page

You can use the WebFi Please go to www compa

SATURDAY

A2JSJ4BS
A36 26/10/2013 #134
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT f**
You may not use this for register a charge where t instrument Use form MR

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

1 Company details

For official use

Company number: 0 5 1 1 3 7 3 3 ✓

Company name in full: First Greater Western Limited ✓

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: d2 d5 m1 m0 y2 y0 y1 y3 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: Porterbrook Leasing Company Limited (CRN 02912662) ✓

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

N/A

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☑ **Yes**

☐ **No**

MR01
Particulars of a charge

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

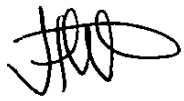
❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X  X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name Jason Hill

Company name Shoosmiths LLP

Address 1550 Parkway

Solent Business Park

Post town Whiteley

County/Region

Postcode P O 1 5 7 A G

Country

DX DX124693 Whiteley

Telephone 03700 866800

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

Important information

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

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www companieshouse gov uk or email enquiries@companieshouse gov uk

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 5113733

Charge code: 0511 3733 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2013 and created by FIRST GREATER WESTERN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2013.

Given at Companies House, Cardiff on 30th October 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

PRIVATE & CONFIDENTIAL

DATED 25th OCTOBER **2013**

We Hereby Certify That This Is A True And Complete Copy Of The Original

Shoosmiths
SHOOSMITHS LLP
Date 25/10/13

PORTERBROOK LEASING COMPANY LIMITED

AND

FIRST GREATER WESTERN LIMITED

We certify that, save for information redacted pursuant to s.859G of the Companies Act 2006, this instrument is a true copy of the original.
Shoosmiths 25/10/13

ACCOUNT CHARGE

IN CONNECTION WITH A LEASE AGREEMENT IN RESPECT OF THE LEASING OF FIVE (5) 2 CAR CLASS 143 DIESEL MULTIPLE UNITS

A DEED dated 25th October 2013

BETWEEN:

(1) **PORTERBROOK LEASING COMPANY LIMITED** (Company No 2912662), a company incorporated under the laws of England whose registered office is at Ivatt House, 7 The Point, Pinnacle Way, Derby DE24 8ZS ("**Porterbrook**"), and

(2) **FIRST GREATER WESTERN LIMITED** (Company No 05113733), a company incorporated under the laws of England whose registered office is at Milford House, 1 Milford Street, Swindon Wiltshire SN1 1HL (the "**Lessee**")

BACKGROUND:

(A) Pursuant to the Lease Porterbrook has agreed to lease, and the Lessee has agreed to take on lease, the Equipment on the terms set out therein

(B) As security for certain of its obligations and liabilities under the Lease, the Lessee has agreed that it will in certain circumstances place and thereafter maintain certain monies on deposit in the Account and the Lessee has agreed to assign by way of security certain of its rights in relation to the Account and the deposits therein to Porterbrook.

OPERATIVE PROVISIONS:

1 **DEFINITIONS AND INTERPRETATION**

1 1 In this Deed, the context requires otherwise

"**Account**" means the Sterling account numbered [redacted] held in the name of the Lessee with the Bank on terms which are acceptable to Porterbrook (acting reasonably),

"**Assigned Property**" means each and all of the rights and title of Lessee assigned and charged pursuant to clause 3,

"**Bank**" means Royal Bank of Scotland plc,

"**Lease**" means the lease agreement entered or to be entered into between Porterbrook and the Lessee in respect of, among other things, Five (5) 2 Car Class 143 Diesel Multiple Units,

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

"**Secured Obligations**" means the obligations (whether actual or contingent) of the Lessee pursuant to the Lease which remain unpaid or unperformed in accordance with the Transaction Documents, and

"**Security Period**" means the period commencing on the date of this Deed and ending on the date which is the later of the date on which all of the Equipment has been redelivered to Porterbrook under clause 13 of the Lease and the date on which the Secured Obligations have been paid or performed in full

1 2 Where the context admits, the definitions and rules of construction and interpretation used in the Lease shall apply For the avoidance of doubt, capitalised words or expressions used in this Deed which are not defined in clause 1 1 shall have the meanings given to those words or expressions in the Lease

2 **COVENANT TO PAY**

2 1 The Lessee covenants to pay and discharge the Secured Obligations as and when they fall due for payment and/or discharge

2 2 All payments whatsoever to be made by the Lessee to Porterbrook under this Deed shall be made in full, without any deduction, set-off, counter-claim or withholding (unless legally required) and without prejudice to the obligation of the Lessee to make any payment or increased payment in respect thereof under clause 2 3

2 3 If any deduction or withholding for tax from or against any payment due under this Deed is required by law, the Lessee undertakes to pay to Porterbrook such additional amounts as may be necessary in order that the net amounts received by Porterbrook after all such deductions and withholdings is not less than such payment would have been in the absence of any requirement to make such deduction or withholding

3 ASSIGNMENT OF SECURITY

3 1 The Lessee, with full title guarantee and free from Security Interests, hereby irrevocably and unconditionally charges and assigns to Porterbrook as continuing security for the payment and discharge of the Secured Obligations all rights and title in and to

3 1 1 the Account, and

3 1 2 all sums of money which may now or which may from time to time or at any time be standing to the credit of the Account, together with all interest thereon and all rights to receive interest and all other rights and benefits accruing to or arising in connection therewith, including all of its rights against the Bank in connection with the Account and together with any certificates of deposit deposit receipts or other instruments or securities relating thereto

3 2 The Lessee agrees to maintain a credit balance in the Account of at least £1 at all times throughout the Security Period

4 NEGATIVE PLEDGE

4 1 Save for the security created by this Deed, the Lessee shall not create, agree to create or permit to exist any trust, interest or Security Interest (howsoever ranking in point of priority) of any nature whatsoever (including such as arises by operation of law or any enactment) in, over or affecting the Account or any amounts from time to time standing to the credit thereof

5 NO WITHDRAWAL

5 1 Until the Secured Obligations have been repaid or discharged in full, the Lessee agrees that there shall be no withdrawal of any amounts from the Account without Porterbrook's prior written instructions, nor any transfer from or dealings in the Account, and the Lessee shall not request or agree to (to the extent that the Lessee's agreement is required) any variation of the terms of the agreement with the Bank relating to the Account, without (in each case) Porterbrook's prior written consent

5 2 At the end of the Security Period Porterbrook shall upon request by the Lessee release to the Lessee the amount then standing to the credit of the Account together with any accrued interest then standing to the credit of the Account (and the Lessee shall thereupon be entitled to withdraw any or all of such amount and interest) and Porterbrook shall reassign the Assigned Property to the Lessee and release and discharge in favour of the Lessee the security created by this Deed

6 CONTINUING SECURITY

6 1 The security constituted by this Deed shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever including the insolvency liquidation or administration of the Lessee and shall be binding until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

7 ACKNOWLEDGMENT OF RIGHT TO ASSIGN

7 1 Porterbrook may (at its own cost) without the consent of the Lessee assign, transfer or otherwise dispose of, or create a Security Interest over, all or any of its rights and benefits in or under this Agreement or Assigned Property

7 2 The Lessee will, at Porterbrook's request, co-operate with any of Porterbrook in implementing any transaction contemplated by clause 7 1 and will take all such steps and execute all such documents in connection therewith as Porterbrook may reasonably request

8 NOTICE TO BANK

8 1 The Lessee shall forthwith on execution of this Deed give notice to the Bank in the form set out in Schedule 1 (or such other form as is approved by Porterbrook) and shall use reasonable endeavours to procure that the Bank gives within ten (10) Business Days of the execution of this Deed a confirmation to Porterbrook in the form set out in Schedule 2 (or such other form as is approved by Porterbrook)

8 2 In the event that any transaction contemplated by clause 7 1 is entered into, the Lessee shall (following receipt of a written request from Porterbrook to do so) give notice of such transaction to the Bank (in such form as Porterbrook reasonably requests) and the Lessee shall use reasonable endeavours to procure that the Bank gives a confirmation in relation to such notice to Porterbrook

9 NO WAIVER

9 1 No failure to exercise nor delay in exercising any right, power or remedy under or in connection with this Deed shall operate as a waiver thereof, and no single or partial exercise of any right, power or remedy shall preclude any further or other exercise thereof or the exercise of any other right or remedy

10 AMENDMENTS

10 1 No amendment to this Deed shall be effective unless made in writing and signed or executed by an authorised representative of Porterbrook and the Lessee

11 WHEN SECURITY BECOMES ENFORCEABLE

11 1 The Secured Obligations shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of Section 101 of the LPA immediately on the execution of this Deed and Section 103 of the LPA (restricting the right of consolidation) shall not apply to this Deed

12 NOTICES

12 1 All notices under, or in connection with, this Deed will, unless otherwise stated, be given in writing by letter or facsimile on a Business Day Any such notice is deemed to be given as follows

12 1 1 if sent by post, on the third Business Day after posting (first class postage pre-paid),

12 1 2 if sent by courier, when delivered, and

12 1 3 if sent by facsimile, when transmitted provided that a successful transmission report has been received by the transmitting party

The address and facsimile numbers of the Lessee and Porterbrook are as follows (or such other address or facsimile number notified by the relevant party)

to the Lessee at		to Porterbrook at	
Milford House 1 Milford Street Swindon Wiltshire SN1 1HL		Ivatt House, 7 The Point, Pinnacle Way, Derby DE24 8ZS	
Fax	01793 499569	Fax	01332 285051
Attention	The Managing Director	Attention	Legal Director

13 GOVERNING LAW

13 1 This Deed and any non-contractual obligations in connection with this Deed shall be shall be governed by, and construed in accordance with, English law

14 DISPUTES

14 1 Any disputes arising out of or in connection with this Deed shall be resolved in accordance with clause 26 of the Lease, mutatis mutandis, as if clause 26 of the Lease were set out in full herein

15 ACCOUNT ADMINISTRATION EXPENSES

15 1 All expenses incurred in relation to the administration of the Account and shall be for the account of the Lessee and the Lessee shall not be entitled to deduct from the amounts standing to the credit of the Account any amount in respect of such costs and expenses If any amounts are deducted by the Bank from the Account and such deduction relates to costs or expenses other than tax, the Lessee will forthwith credit the Account in an amount equal to such deduction

16 FURTHER ASSURANCE

16 1 Each Party shall, at its own cost, do and execute, or arrange for the doing and executing of, each act, document and thing which is reasonably necessary and which is within its own power or control to implement or establish the obligations imposed on it under this Deed

17 COUNTERPARTS

17 1 This Deed may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument Delivery of a counterpart of this Deed by electronic means (including e-mail attachment or telecopy) shall be an effective mode of delivery In relation to each counterpart executed by a party, upon confirmation by or on behalf of such party that such party authorises the attachment of its counterpart signature page to the final text of this Deed, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart

18 EXCLUSION OF LIMITATIONS

18 1 Sections 93 and 103 of the LPA shall not apply to this Deed

19 ILLEGALITY, ETC

19 1 If any one of the provisions of this Deed is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby

EXECUTED AS A DEED by the Parties on the date first above mentioned

Schedule 1

Notice of Assignment

From First Greater Western Limited

To [•]

Copy Porterbrook Leasing Company Limited ("**Porterbrook**")

Dated [•] 2013

Dear Sirs

1 We hereby give you notice that we have assigned by way of security to Porterbrook all our right, title and interest in and to all sums deposited or to be deposited with you in our account bearing account number [•] (the "**Account**"), and so that all interest credited to the Account shall, until further notice, be rolled up and retained in the Account

2 We further notify you that no withdrawal or payment may be made from the Account without the prior written instructions of Porterbrook

3 We should be grateful if you would

3 1 acknowledge to Porterbrook receipt of this letter,

3 2 confirm Porterbrook's interest and that you have received no notice of any prior assignment,

3 3 confirm that you waive all rights of combination, consolidation, merger or set-off that you may have over all sums deposited with you in the Account, and

3 4 confirm to Porterbrook that you will not seek to modify, vary or amend the terms upon which the sums are deposited in the Account without Porterbrook's prior written consent,

and, for this purpose, we would be obliged if you would send a letter in the form of the enclosed draft to Porterbrook

Yours faithfully
For and on behalf of
FIRST GREATER WESTERN LIMITED

Schedule 2

Acknowledgement of Assignment

From [•]

To Porterbrook Leasing Company Limited

Dated [•] 2013

Dear Sirs

First Greater Western LIMITED (the "Lessee")

1 We hereby acknowledge receipt of the Notice of Assignment dated [•] 2013

2 We confirm that the an account held by the Lessee bearing account number [•] (the "**Account**") has been opened with us and that, so far as we are aware, the Account and the amounts from time to time standing to the credit of the Account are free of all charges, equities or adverse interests of any kind including any right of set-off, combination of account or other such rights, and the said moneys (including amounts of interest credited to the Account from time to time) are assigned by way of security to you We further confirm that we have not received any prior notice of assignment from the Lessee or any third party relating to the Account or the sums deposited therein

3 We irrevocably undertake with you that until receipt of notice to us from you confirming that you no longer have any interest in the said sums

3 1 we shall not exercise any right of combination, consolidation, merger or set-off which we may have in respect of any moneys standing or accruing to the credit of the Account,

3 2 we shall only permit moneys to be drawn on or debited to the Account against the purported signature of one of your authorised signatories as notified to us,

3 3 we shall send to you copies of all statements, orders and notices given by us in connection with the Account, and

3 4 we shall notify you promptly upon our receipt of any notice of any third party interest in the Account or in the sums deposited therein

4 We further acknowledge that you shall have no liability for any costs and expenses incurred in respect of the maintenance and operation of the Account

Yours faithfully

For and on behalf of
[•]

SIGNED BY

PAUL FRANCIS

and

ALEX WHITE

as authorised signatories
for and on behalf of
PORTERBROOK LEASING COMPANY LIMITED

[redacted]

Authorised Signatory

[redacted]

Authorised Signatory

EXECUTED AS A DEED BY
FIRST GREATER WESTERN LIMITED acting
by

[redacted]

Director

[redacted]

Director/Secretary