

MG04



Application for registration of a memorandum of
satisfaction that part (or the whole) of the property charged
(a) has been released from the charge; (b) no longer forms
part of the company's property

☒ What this form is for
You may use this form to register a
memorandum of satisfaction where
part or the whole of the property
has a) been released from the
charge or b) ceased to form part of
the property

☐ What this form is NOT for
You cannot use this for
a memorandum of satis
where part or the whole
property a) has been re
the charge or b) no lon
part of the company's
company registered in
do this, please use MC

For further information, please



LD3 11/01/2011 270
COMPANIES HOUSE

TUESDAY

1	Company details	For official use
Company number	0 3 5 3 9 6 6 5	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	HS1 Limited (the "Company")	

2	Creation of charge	1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	d0 d3 m1 m2 y2 y0 y0 y9	
Description 1	Supplemental deed of Charge between the Company and KfW (the "Bank") (the "Deed of Charge")	
Date of registration 2	d0 d5 m1 m2 y2 y0 y0 y8	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	KfW	
Address	Palmengartenstrasse 5-9, D-60325 Frankfurt am Main, Federal Republic of Germany	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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4**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Amount Secured

The Company covenants with the Bank that it shall on demand pay and discharge without deduction, set off or counterclaim, the Secured Obligations in accordance with and subject to the provisions of the Finance Documents.

Short Particulars

1 By way of absolute assignment by way of security all of the Company's right, title, benefit and interest, present and future, in and to the Third Section 1 Documents and the proceeds thereof.

2 To the extent that any right, title, benefit and interest described in paragraph 1 above is not assignable or capable of assignment, the assignment thereof purported to be effective by paragraph 1 above operates as an assignment of any and all proceeds, damages, compensation or remuneration which the Company may derive therefrom or be awarded or entitled to in respect thereof.

3 By way of first fixed charge (to the extent that they are not the subject of an effective legal assignment pursuant to Section 136(1) of the Law of Property Act 1925 under Paragraph 1 above) all of the Company's right, title, benefit and interest, present and future, in and to the Third Section 1 Documents and the proceeds thereof.

Please see the continuation sheets for definitions of the defined terms

5**Satisfaction of the property charged**

I confirm that with respect to the charge described above that ①

- ☐ part of the property
☒ the whole of the property

has ①

- ☒ been released from the charge
☐ ceased to form part of the company's property or undertaking
☐ been released from the charge and ceased to form part of the company's property

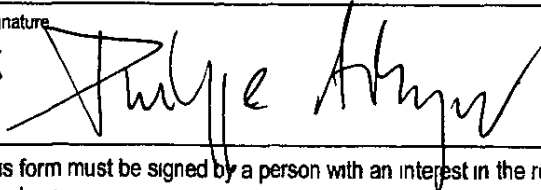
① Please tick one box only

6**Signature**

Please sign the form here

Signature

Signature

X  X

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

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Mr Siraj Ahmed

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region

Postcode E C 2 Y 8 H Q

Country United Kingdom

DX

Telephone 02074564421



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 correctly completed the charge details in Section 2
- ☒ You have given the name and address of the chargee, or trustee for the debenture holders.
- ☒ You have completed the details of the short particulars of the property charged
- ☒ You have completed both parts of Section 5
- ☒ You have signed the form.



Important information

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



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

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Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"Borrower" means HSI Limited, a company registered in England and Wales with registration number 03539665 and having its registered office at 3rd Floor, 183 Eversholt Street, London NW1 1AY

"CTRL" means the new Channel Tunnel rail link between London St. Pancras International Station and Cheriton.

"Credit Facility Agreement" means the £100,000,000 credit facility agreement originally dated 9 October 1998 between, inter alios, the Guarantor and the Bank, to finance part of the Section 1 Works, as amended on 19 July 2001, 25 September 2002, novated, amended and restated on 4 November 2003, 30 November 2008 and further amended on or about 3 December 2009

"CTRLUK" means CTRL (UK) Limited a company incorporated in England with registered number 03578740 whose registered office is at 3rd Floor, 183 Eversholt Street, London NW1 1AY.

"Deed of Charge" means the Existing Charge together with all notices and acknowledgements issued thereunder as supplemented by the Supplemental Charge.

"Deed of Novation, Amendment and Restatement" means the deed entered into between the Guarantor, the Bank and the Borrower on 30 November 2008.

"EIB" means the European Investment Bank.

"Existing Charge" means the deed of charge entered into between the Bank and the Company dated 30 November 2008 in respect of, inter alia, the Third Section 1 Track Access Charges Deed Guarantee.

"Fee Letters" means:

(a) the letter dated 12 November 2003 between the Bank and CTRLUK setting out the amounts of various fees and any amendment thereto from time to time, and

(b) any other letter, as agreed between the Bank and the Borrower or the Bank and LCR.

"Finance Documents" means:

(a) the Credit Facility Agreement (including the Deed of Novation, Amendment and Restatement and any other agreement or document entered into or certificate or notice given from time to time by any of the Obligors pursuant to or in connection with the Credit Facility Agreement);

(b) the Deed of Charge,

(c) the Intercreditor Deed;

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Short particulars

(d) the Fee Letters; and

(e) any other document designated as such by the Bank and the Borrower.

"Guarantor" means London & Continental Railways Limited;

"Novated, Amended and Restated Credit Facility Agreement" means the Credit Facility Agreement, as amended and restated on 30 November 2008 and as further amended on or about 3 December 2009

"Secretary of State" means the Secretary of State for Transport for the time being and from time to time of Great Minster House, 76 Marsham Street, London SW1P 4DR

"Section 1" means that part of CTRL between Cheriton and Southfleet

"Section 1 HSl Co Charge" means the floating charge entered into on 25 September 2002 by the Borrower (formerly Union Railways (North) Limited) in favour of the Security Trustee.

"Section 1 Works" means the design, construction, operation, commissioning, completion, renewal and maintenance of Section 1 including certain works necessary to enable Section 1 to be connected to Section 2.

"Section 2" means that part of the CTRL between Southfleet and London St. Pancras International Station

"Secured Assets" means all assets of the Company which are the subject of any security created by Supplemental Charge.

"Secured Obligations" means all present and future obligations and liabilities of the Company or the Guarantor to the Bank under each of the Finance Documents to which the Company or the Guarantor is party (including the guarantee given by the Guarantor to the Bank in connection with the Novated, Amended and Restated Credit Facility Agreement), including all amounts for which the Company may become liable under the Supplemental Charge.

"Third Section 1 Deed of Confirmation" means the deed of confirmation entered into by the Secretary of State and the Company in respect of the Third Section 1 Track Access Charges Deed Guarantee on or about 3 December 2009.

"Third Section 1 Documents" means each of the Third Section 1 Track Access Charges Deed, Third Section 1 Deed of Confirmation and the Third Section 1 Track Access Charges Deed Guarantee

"Third Section 1 Track Access Charges Deed" means the deed so called entered into by EUKL and CTRLUK on 4 November 2003 as assigned by CTRLUK to the Company pursuant to the deed of assignment dated 30 November 2008 and as assigned and transferred by EUKL to LCR pursuant to a deed of assignment dated on or about 3 December 2009

"Third Section 1 Track Access Charges Deed Guarantee" means the deed so called

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Short particulars

entered into by CTRLUK on 4 November 2003, as assigned by CTRLUK to the Company pursuant to a deed of assignment dated 30 November 2008.