

# MG02

## Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge

☐ **What this form is NOT for**  
You cannot use this form to  
register a statement of satisfaction  
or in part of a fixed charge  
company registered in Scotland.  
If you do this, please use form M

WEDNESDAY



### 1 Company details

Company number 0 3 5 3 9 6 6 5 ✓

Company name in full HS1 Limited (the "Company") ✓

For official use  
→ Filling in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Creation of charge

Date charge created d3 d0 m1 m1 y2 y0 y0 y8 ✓

Description ① Deed of charge between the Company and European  
Investment Bank (the "Bank") (the "Deed of Charge")

Date of registration ② d0 d5 m1 m2 y2 y0 y0 y8 ✓

- 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

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders.

Name European Investment Bank

Address 100 Boulevard Konrad Adenauer, L-2950

Luxembourg-Kirchberg, Grand Duchy of Luxembourg

Postcode

Name

Address

Postcode

Name


Address

Postcode

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

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4	<b>Short particulars of all the property mortgaged or charged</b>	
Short particulars	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
	<p><u>Amount Secured</u> The Company covenants with the Bank that it shall on demand pay and discharge without set off or counterclaim the Secured Obligations in accordance with and subject to the provisions of the Finance Documents</p> <p><u>Short Particulars</u></p> <p>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 Derisking Document and the proceeds thereof.</p> <p>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 effected 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.</p> <p>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 as described in Paragraph 1 above) all of the Company's right, title, benefit and interest, present and future, in and to the Derisking Document and the proceeds thereof</p> <p>Please see the continuation sheet for the definitions of any defined terms</p>	
5	<b>Satisfaction of the debt</b>	
Signature	<p>I confirm that the debt for which the charge described above was given has been paid or satisfied ①</p> <p><input checked="" type="checkbox"/> In full</p> <p><input type="checkbox"/> In part</p>	<p>① Please tick one box only</p>
	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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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	
Short particulars	<p><u>Definitions</u></p> <p>"Borrower" means HS1 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</p> <p>"CTRL" means the new Channel Tunnel rail link between London St Pancras International Station and Cheriton</p> <p>"CTRLUK" means CTRL (UK) Limited, a company registered in England and Wales under company number 03578740</p> <p>"Deed of Novation, Amendment and Restatement" means the deed entered into between the Guarantor, the Bank and the Borrower on 30 November 2008</p> <p>"Derisking Documents" means the date designated in writing as such by the Bank, being the date on which all of the conditions precedent listed in Schedule 1 to the Deed of Novation, Amendment and Restatement have been satisfied or waived by the Bank</p> <p>"Effective Date" means the date designated in writing as such by the Bank, being the date on which all of the conditions precedent listed in Schedule 1 to the Deed of Novation, Amendment and Restatement have been satisfied or waived by the Bank</p> <p>"Intercreditor Deed" means the intercreditor deed entered into between, <i>inter alios</i>, the Bank, the Secretary of State and KfW on 12 November 2003, as novated, amended and restated on or about Effective Date</p> <p>"Fee Letters" means</p> <p>(a) the letter dated 17 July 2003 between the Bank and CTRLUK setting out the amounts of various fees and any amendment thereto from time to time, and</p> <p>(b) any other letter, as agreed between the Bank and the Borrower or the Bank and the Guarantor</p> <p>"Finance Contract" means the finance contract (No 4.0221 UK) dated 2 October 1998 between, <i>inter alios</i>, the Guarantor and the Bank, as lender, to finance of the Section 1 Works, and as amended and restated on 4 November 2003</p> <p>"Finance Document" means</p> <p>(a) the Finance Contract (including the Deed of Novation, Amendment and Restatement),</p> <p>(b) the Deed of Charge,</p> <p>(c) the Intercreditor Deed,</p> <p>(d) the Fee Letters, and</p> <p>(e) any other document designated as such by the Bank and the Borrower</p>	

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4	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 412 1031 441">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 461 1460 517">"Novated, Amended and Restated Finance Contract" means the Finance Contract as amended and restated on the Effective Date.</p> <p data-bbox="336 546 1430 602">"Second Section 1 Track Access Charges Deed" means the agreement so called entered into by EUKL and CTRLUK on 4 November 2003 in connection with the Finance Contract.</p> <p data-bbox="336 631 1461 687">"Second Section 1 Track Access Charges Deed Guarantee" means the agreement so called entered into by the Secretary of State and CTRLUK on 4 November 2003 in connection with the Finance Contract</p> <p data-bbox="336 716 1430 772">"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</p> <p data-bbox="336 801 1059 831">"Section 1" means that part of CTRL between Cheriton and Southfleet</p> <p data-bbox="336 860 1434 916">"Section 1 HS1 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</p> <p data-bbox="336 945 1449 1001">"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</p> <p data-bbox="336 1030 1423 1059">"Section 2" means that part of the CTRL between Southfleet and London St Pancras International Station</p> <p data-bbox="336 1088 1476 1218">"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 Finance Contract), including all amounts for which the Company may become liable under the Deed of Charge</p>