



Registration of a Charge

Company Name: **HS1 LIMITED**

Company Number: **03539665**



Received for filing in Electronic Format on the: **07/09/2021**

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Details of Charge

Date of creation: **20/08/2021**

Charge code: **0353 9665 0031**

Persons entitled: **NETWORK RAIL (HIGH SPEED) LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

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: **JAMES WILSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3539665

Charge code: 0353 9665 0031

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th August 2021 and created by HS1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th September 2021 .

Given at Companies House, Cardiff on 7th September 2021

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**

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KZRS/JAW/071255.00004/79488666.5

Deed of Amendment

relating to a security assignment dated 14 May 2010 originally between HS1 Limited and Network Rail (CTRL) Limited

Dated 20 August 2021

HS1 Limited

(Chargor)

Network Rail (High Speed) Limited

(Chargee)

Dentons UK and Middle East LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242

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Deed of Amendment

Dated 20 August 2021

Between

- (1) **HS1 Limited**, a company incorporated in England and Wales with registered number 03539665 (the **Chargor**); and
- (2) **Network Rail (High Speed) Limited**, a company incorporated in England and Wales with registered number 04434562 (the **Chargee**).

Recitals

- A. This Deed is supplemental to and amends a security assignment dated 14 May 2010 between the Chargor and the Chargee (previously known as Network Rail (CTRL) Limited) (the **Security Assignment**).
- B. The Parties have agreed to amend the Security Assignment on the terms of this Deed.

This deed witnesses

1 Definitions and construction

1.1 Definitions

Words and expressions defined in the Security Assignment, as amended by this Deed, shall have the same meanings in this Deed.

1.2 Construction

The principles of construction set out in Clause 1.2 (*Construction*) of the Security Assignment shall apply to this Deed, insofar as they are relevant to it, as they apply to the Security Assignment.

1.3 Third party rights

The provisions of Clause 1.3 (*Third party rights*) of the Security Assignment shall apply to this Deed as they apply to the Security Assignment.

2 Amendment

- 2.1 With effect from the date of this Deed, the Security Assignment shall be amended as follows:

- 2.1.1 The definition of "LSER Track Access Agreement" where it appears in Clause 1.1 shall be deleted and replaced as follows:

"LSER Track Access Agreement" means the track access agreement between HS1 Ltd and LSER originally dated 14 August 2009, as replaced on 13 March 2014 and as amended, supplemented, or replaced from time to time.

- 2.1.2 The definition of "Operator Agreement" where it appears in clause 1.1 shall be deleted and replaced as follows:

"Operator Agreement" means the operator agreement between HS1 Ltd and Network Rail (High Speed) Limited dated 27 June 2002, and as amended, supplemented or replaced from time to time.

3 Confirmations

Without prejudice to the rights of the Chargee which have arisen on or before the date of this Deed, the Chargor confirms that, on and after the date of this Deed, the Security Assignment (as amended by this Deed), will remain in full force and effect.

4 Representations and warranties

The representations and warranties set out in Clause 12 of the Security Assignment are deemed to be repeated by each Party by reference to the facts and circumstances then existing on the date of this Deed.

5 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.

6 Governing law and enforcement

6.1 Governing law

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

6.2 Enforcement

The provisions of Clause 28 (*Enforcement*) of the Security Assignment shall apply to this Deed as it applies to the Security Assignment.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Execution Page

The Chargor

Executed as a deed by **HS1 Limited**)
acting by two directors or one director and)
its secretary)

Director

Director/Secretary

The Chargee

Executed as a deed by **Network Rail**)
(High Speed) Limited acting by)
two directors or one director and a)
witness)

Director

Director

Signature of witness:

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Name of witness:

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Address

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