

MG02

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

Oyez

☒ **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 in full or
in part of a fixed charge if the
company registered in Scotland
do this, please use form MG01

MONDAY



L22HSO68

LD4

18/02/2013

#37

COMPANIES HOUSE

6 | | |

1 Company details

Company number 0 3 5 7 8 7 4 0

Company name in full CTRL (UK) Limited (the Company)

Filing 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 1 8 1 1 2 0 1 0

Description 1 A security agreement dated 18 November 2010
(the Security Agreement)

Date of registration 2 0 3 1 2 2 0 1 0

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 Lloyds TSB Bank Plc (the Security Agent)

Address 10 Gresham Street

London

Postcode E C 2 V 7 A E

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

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

See continuation pages

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ☒

☒ In full

☐ In part

1. Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X

[Handwritten signature]

X

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

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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>1 As security for the payment of the Secured Obligations, the Company</p> <p>1.1 has charged to the Security Agent</p> <p>(a) (subject to paragraph 1 1(c) below) by way of a first legal mortgage all estates or interests in the freehold, leasehold or immovable property (if any) specified in relation to it in Part 1 of Schedule 1 (Security Assets) of the Security Agreement,</p> <p>(b) (to the extent that they are not the subject of a mortgage under sub paragraph (a) above) by way of first fixed charge all estates or interests in any freehold, leasehold or immovable property owned by it and all rights under any licence or other agreement or document which gives that Chargor a right to occupy or use property,</p> <p>(c) if a Chargor is required to assign, charge by way of fixed charge, mortgage or otherwise secure a contract or any Real Property under the Security Agreement and the assignment or fixed charge or other security would contravene a prohibition in a contract or a lease with a third party</p> <p>(1) the assignment or fixed charge or other security will not take effect until the consent of that third party has been obtained,</p> <p>(11) that Chargor must use reasonable endeavours lawfully available to it to obtain the consent of the relevant party to that contract or Real Property being secured under the Security Agreement, and</p> <p>(111) this Security will secure all amounts which that Chargor may receive, or has received, under that contract or in connection with that Real Property but exclude the contract or Real Property itself,</p> <p>provided that, for the avoidance of doubt but subject to paragraph 5 below, paragraphs (c) (1) and (11) shall not apply in relation to the floating charge over such contract or Real Property created pursuant to Clause 2 11 (Floating charge) of the Security Agreement,</p> <p>(d) By way of a first fixed charge</p> <p>(1) its interest in all Shares and Investments owned by it or held by any nominee on its behalf,</p> <p>(11) all plant and machinery owned by it and its interest in any plant and machinery in its possession,</p>

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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>(iii) subject to paragraph 1 1(c), all of its rights in respect of any amount standing to the credit of any Security Account and the debt represented by that account,</p> <p>(iv) all of</p> <p>(A) all of its book and other debts,</p> <p>(B) all other moneys due and owing to it, and</p> <p>(C) the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any item under paragraph (A) above,</p> <p>(v) all of its rights in respect of any Intellectual Property,</p> <p>(vi) to the extent they are not effectively assigned under paragraph 1 2(a) below, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts,</p> <p>(vii) any beneficial interest, claim or entitlement it has to any assets of any pension fund,</p> <p>(viii) its goodwill,</p> <p>(ix) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset,</p> <p>(x) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (viii) above, and</p> <p>(xi) its uncalled capital,</p> <p>1 2 by way of second ranking fixed charge</p> <p>(a) all of its rights in respect of any amount standing to the credit of any bank account and the debt represented by that account, in each case which is the subject of Permitted Security referred to in paragraph (p) or (q) of the definition of Permitted Security in clause 1 1 (Definitions) of the Facilities Agreement,</p> <p>(b) subject to any prior ranking security interest arising pursuant to the Escrow Account Security Agreement, the Network Interface Agreement or the charge contemplated by annex 5 schedule 10 to the HS1 Main Lease (as the case may be), all of its rights in respect of any amount standing to the credit of any Escrow Account,</p> <p>1 3 has assigned absolutely, subject to a proviso for reassignment on redemption, to the Security Agent all of its rights in respect of</p> <p>(a) all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts,</p>	

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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>(b) (subject to paragraph 1 1(c) above) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of the Security Agreement, including</p> <p>(i) its Relevant Contracts,</p> <p>(ii) any letter of credit issued in its favour, and</p> <p>(iii) any bill of exchange or other negotiable instrument held by it,</p> <p>to the extent that any right described in paragraph 1 2(b) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph 1 2(b) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which that Chargor may derive from that right or be awarded or entitled to in respect of that right, and</p> <p>1 4 has charged by way of a first floating charge</p> <p>(a) all of its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Security Agreement,</p> <p>1.5 has charged by way of a second ranking floating charge</p> <p>(a) the amounts standing to the credit of any bank account and debt represented by that account, in each case which is the subject of Permitted Security referred to in paragraph (p) or (q) of the definition of Permitted Security in the Facilities Agreement,</p> <p>(b) the Escrow Accounts not otherwise effectively mortgaged, charged or assigned under the Security Agreement, subject to any prior ranking security arising pursuant to the Escrow Account Security Agreement, the Network Interface Agreement or the charge contemplated by annex 5 schedule 10 to the HS1 Main Lease (as the case may be), all of its rights in respect of any amount standing to the credit of any Escrow Account</p> <p>2 Except as provided below, the Security Agent may by notice to the Company convert the floating charge created by the Company under the Security Agreement into a fixed charge as regards any of the Company's assets specified in that notice, if</p> <p>2 1 an Acceleration Event has occurred, or</p> <p>2 2 the Security Agent acting in good faith considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process, or</p>

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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>2 3 the Company fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Security Agent, is likely to result in it failing to comply with its obligations under Clause 3 (Restrictions on Dealings) of the Security Agreement</p> <p>3 The floating charge created under the Security Agreement will (in addition to the circumstances which the same will occur under general law) automatically convert into a fixed charge over all of the Company 's assets if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator</p> <p>4 The floating charge created under the Security Agreement is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986</p> <p>5 Notwithstanding anything to the contrary in Clause 2 11 of the Security Agreement</p> <p>(a) the floating charge created under Clause 2 11 shall, in relation to any contract or Real Property which is not the subject of an assignment, mortgage, fixed charge or other security by reason of paragraph 1 1(c) above (the Affected Asset) (and only for so long as the relevant consent referred to in paragraph 1 1(c) has not been obtained)</p> <p>(i) only be enforceable immediately upon any formal steps being taken towards the presentation of a petition to the Court under section.9 of the Insolvency Act for the making of an administration order in relation to the Company under Section 8 of that Act,</p> <p>(ii) only be enforced by the appointment of a receiver, and</p> <p>(iii) shall only (except by operation of that law) crystallise upon such formal steps toward presentation of such a petition being taken, and the Security Agent shall not otherwise be entitled to change the nature of the Security over such Affected Asset into a fixed Security, and</p>

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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>(b) without prejudice to Clause 23 14 (Negative pledge) of the Facilities Agreement or any analogous provision under another Finance Document, the floating charge created hereunder shall rank behind all Security created by the relevant Chargor (now or in the future) over the Affected Asset in favour of third parties save that it shall rank pari passu with any floating Security granted solely or primarily for the purposes of allowing the relevant chargee to defeat the appointment of an administrator of that Chargor under Section 8 of the Insolvency Act</p> <p>6 The Company has agreed that</p> <p>6 1 Before the Security Agreement becomes enforceable the Company may continue to exercise or direct the exercise of the voting rights, powers and other rights to respect of its Investments, and</p> <p>6.2 After an Acceleration Event, the Security Agent or its nominee may exercise or refrain from exercising</p> <p>(1) any voting rights, and</p> <p>(11) any other powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise,</p> <p>in each case, in the name of the Company the registered holder or otherwise and without any further consent or authority on the part of the Company and irrespective of any direction given by the Company</p> <p>7 The Company has agreed that it may not</p> <p>7 1 (a) create or permit to subsist any Security on any Security Asset, or</p> <p>7 2 (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,</p> <p>except as expressly permitted or not otherwise prohibited under the Facilities Agreement or other Finance Documents</p>

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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>8 In this Form MG02</p> <p>Acceleration Event means</p> <p>(a) an Event of Default in respect of which notice has been served by the Original Agent or the Original Agent has exercised any of its rights under and in accordance with clause 24 21 (Acceleration) of the Original Facilities Agreement, or</p> <p>(b) an event of default (howsoever described) under any Additional Credit Documentation in respect of which notice calling for an event of default (howsoever described) has been served by any Additional Agent or any Additional Agent has exercised any of its rights under any analogous clause in any relevant Additional Credit Documentation to clause 24 21 (Acceleration) of the Original Facilities Agreement</p> <p>Accession Deed means a document substantially in the form set out in Schedule 6 (Form of Accession Deed) of the Facilities Agreement</p> <p>Acquisition means the acquisition by Helix Acquisition Limited of the Target Shares pursuant to the terms of the Share Purchase Agreement</p> <p>Acquisition Documents means the Share Purchase Agreement and any other document designated as an Acquisition Document by the Agent and HS1 Acquisition Limited</p> <p>Additional Agent means</p> <p>(a) each Additional Facility Agent, and/or</p> <p>(b) each Bond Trustee/Agent,</p> <p>in each case, which, subject to Clause 1 2(c) (Construction) of the Intercreditor Agreement, has become a Party</p> <p>Additional Borrower means, on and from the date upon which it becomes a Borrower in accordance with Clause 27 (Changes to the Obligors) of the Facilities Agreement, the Target</p> <p>Additional Credit Documentation means any Additional Facility Documentation and/or any Bond Documentation</p> <p>Additional Creditor has the meaning given to that term in the Intercreditor Agreement</p> <p>Additional Facility Agent means the agent appointed under a particular set of Additional Facility Documentation by the Additional Facility Lenders under that Additional Facility Documentation</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Additional Facility Lenders means each person with a commitment to make a loan available to, grant credit to or make any other financial arrangement having similar effect under any Additional Facility Documentation</p> <p>Additional Facility Documentation means any agreement or document governing the terms of loans made available to, credit granted to or any other financial arrangement having similar effect made to one or more members of the Group where the Financial Indebtedness incurred under that agreement which constitutes Approved Debt</p> <p>Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company</p> <p>Agent means Lloyds TSB Bank plc as agent of the other Finance Parties under the Facilities Agreement</p> <p>Agent Liabilities means all present and future liabilities and obligations, actual and contingent, of any Debtor to any Agent under the Debt Documents</p> <p>Approved Debt has the meaning given to that term in the Intercreditor Agreement</p> <p>Arrangers means Banco Santander S A , London Branch, BNP Paribas acting through its London Branch, Export Development Canada, J P Morgan plc, Lloyds TSB Bank plc, National Australia Bank Limited, Royal Bank of Canada, Scotiabank Europe plc, Scotiabank (Ireland) Limited and The Royal Bank of Scotland plc as mandated lead arrangers</p> <p>Bond Documentation means any documentation governing the terms of an issuance or subscription of bonds, notes or other public or private issue of securities by any member of the Group where the Financial Indebtedness incurred under those Bonds constitutes Approved Debt</p> <p>Bondholders means the holders from time to time of the Bonds</p> <p>Bonds means any bonds, notes or other public or private issue of securities issued under any Bond Documentation</p> <p>Bond Trustee/Agent means any trustee or agent appointed to act for, and on behalf of, Bondholders under the terms of the Bond Documentation relevant to those Bondholders and, in the context of Agent's Liabilities, any fiscal, issuing, calculation or paying agent or registrar under the terms of that Bond Documentation</p>

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4	Short particulars of all the property mortgaged or charged
Short particulars	<p>Please give the short particulars of the property mortgaged or charged</p> <p>Borealis means together or individually each of OMERS Administration Corporation (OAC) and one or more funds (including limited partnerships, corporations or trusts) formed by or on behalf of Borealis Infrastructure Management Inc for the purposes of ensuring OAC's compliance with the Pension Benefits Act (Ontario)</p> <p>Borrower means an Original Borrower or an Additional Borrower</p> <p>Cash Equivalent Investments has the meaning given to that term in the Facilities Agreement</p> <p>Chargors means HSI Limited and CTRL (UK) Limited (each a Chargor)</p> <p>Closing Date means the date on which Completion occurs</p> <p>Completion means the completion of the Acquisition in accordance with clause 6 of the Share Purchase Agreement</p> <p>Compliance Certificate means a certificate substantially in the form set out in Schedule 8 (Form of Compliance Certificate) of the Facilities Agreement and executed by two directors of the relevant entity delivering such certificate</p> <p>Creditors means the Original Lenders, the Additional Creditors, the Agents, the Hedge Counterparties, the Intra-Group Lenders, the Parent and the Investors</p> <p>Debt Document means each of the Facilities Agreement, the Hedging Agreements, the Finance Documents, the Security Documents, the Funding Loan Agreements, any agreement evidencing the terms of the Intra-Group Liabilities and any other document designated as such by the Security Agent and Parent</p> <p>Debtor means Helix Acquisition Limited, and any person which becomes a Party to the Intercreditor Agreement as a Debtor in accordance with the terms of Clause 17 (Changes to the Parties) of that Agreement</p> <p>Default means an Event of Default or any event or circumstance specified in Clause 24 (Events of Default) of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default</p> <p>Delegate means any delegate, agent, attorney or co-trustee appointed by the Security Agent in accordance with the terms and conditions of the Finance Documents</p>

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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>Escrow Accounts means the escrow accounts which Target is required to maintain pursuant to the HSI Concession Agreement, the Network Interface Agreement or the Station Access Agreements</p> <p>Escrow Account Security Agreement means the Deed, in the form attached at appendix 5 to schedule 10 of the HSI Concession Agreement, entered into by Target and the Secretary of State for Transport</p> <p>Event Of Default has the meaning given to that term in the Facilities Agreement</p> <p>External Creditor means the Original Lenders, the Additional Creditors, the Agents, the Arrangers and the Hedge Counterparties</p> <p>Facilities has the meaning given to that term in the Facilities Agreement</p> <p>Facilities Agreement means the facilities agreement dated 5 November 2010 between, amongst others, Helix Acquisition Limited, the Lenders (as defined in that agreement) and the Security Agent</p> <p>Fee Letter means any letter or letters dated on or prior to the date of the Facilities Agreement between (among others) the Arrangers and Helix Acquisition Limited (or the Agent and Helix Acquisition Limited or the Security Agent and Helix Acquisition Limited) setting out any of the fees referred to in Clause 13 (Fees) of the Facilities Agreement or under any other Finance Document</p> <p>Finance Document means the Facilities Agreement, any Accession Deed, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Funding Loan, any Transaction Security Document, any Utilisation Request, the Lender Direct Agreements and any other document designated as a Finance Document by the Agent and Helix Acquisition Limited</p> <p>Finance Party means the Agent, the Arrangers, the Security Agent, a Lender, or any Hedge Counterparty</p> <p>Financial Indebtedness has the meaning given to that term in the Facilities Agreement</p> <p>Funding Loan Agreement means any agreement or other document setting out the terms (or any of them) of, evidencing or constituting a Funding Loan</p> <p>Funding Loans means</p> <p>(a) the loan by the Parent or the Investors to Helix Acquisition Limited pursuant to which the Parent or the Investors lend on or prior to the Closing Date any amount representing Required Shareholder Funding, as contemplated by the Structure Memorandum (the Original Funding Loan), and</p>

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4	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="347 371 995 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="347 439 1382 495">(b) any other loan made or deemed to be made by the Parent or the Investors to Helix Acquisition Limited,</p> <p data-bbox="347 533 1433 707">provided that, in each case, the benefit of such loan is assigned to or subject to a fixed charge in favour of the Secured Parties and in form and substance satisfactory to the Security Agent (acting reasonably) (which may include security granted pursuant to the assignment of the Share Purchase Agreement) and such loan is subject to the terms of the Intercreditor Agreement as a Funding Loan</p> <p data-bbox="347 745 1417 801">Funds Flow Statement means a funds flow statement (including a sources and uses of funds) in agreed form</p> <p data-bbox="347 840 1337 891">Group means the Parent, Helix Acquisition Limited and each of its Subsidiaries for the time being</p> <p data-bbox="347 929 1445 958">Guarantor has the meaning given to that term in the Facilities Agreement</p> <p data-bbox="347 996 1433 1048">Hedge Counterparty has the meaning given to that term in the Facilities Agreement</p> <p data-bbox="347 1086 1461 1373">Hedging Agreement means any master agreement, confirmation, schedule or other agreement which complies with clause 4.12 (Terms of Hedging Agreements) of the Intercreditor Agreement and is entered into or to be entered into by Helix Acquisition Limited and/or the Target and/or a Refinancing Newco and a Hedge Counterparty for the purpose of hedging the types (ignoring, for this purpose, the amounts) of liabilities and/or risks in relation to the Facilities and the Permitted Refinancing Debt which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter contemplates as being hedged</p> <p data-bbox="347 1411 1461 1585">Hedging Letter means the hedging strategy letter dated on or before the date of the Facilities Agreement and made between the Arrangers and Helix Acquisition Limited describing the hedging arrangements to be entered into in respect of the interest rate and index-linked liabilities of the Borrowers of, and in relation to, the Facilities and the Permitted Refinancing Debt</p> <p data-bbox="347 1624 1461 1675">Holding Company means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p data-bbox="347 1713 1417 1921">HS1 Main Lease means the main lease of the track and St Pancras International Station, Stratford International Station and Ebbsfleet International Station, between the Secretary of State and HS1 Limited, dated 30 September 2010 relating to the land for the permanent way and stations of HS 1 as rectified by a deed of rectification dated on or around 18 November 2010 between the same parties, as varied, amended, supplemented or assigned from time to time</p> <p data-bbox="347 1960 1445 2011">Initial Investors means Borealis and OTPP and any other persons approved in writing by the Arrangers (acting reasonably)</p>

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Short particulars	<p>Insurances means all contracts and policies of insurance taken out by or on behalf of a Chargor or (to the extent of such right) under which that Chargor has a right to claim</p> <p>Intellectual Property means in relation to a Chargor</p> <p>(a) the registered trade marks listed next to its name in Part 2 of Schedule 1 (Security Assets) of the Security Agreement,</p> <p>(b) any other patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered owned by it, and</p> <p>(c) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist)</p> <p>Intercreditor Agreement means the intercreditor agreement dated 5 November 2010 between (among others) the Chargors and the Security Agent Intra-Group Lenders means Helix Acquisition Limited and each other member of the Group (other than the Parent) which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with another member of the Group and which becomes a party as an Intra-Group Lender in accordance with the terms of Clause 17 (Changes to the Parties) of the Intercreditor Agreement</p> <p>Intra-Group Liabilities means the Liabilities owed by any member of the Group to any of the Intra- Group Lenders (other than the Parent Liabilities)</p> <p>Investments means</p> <p>(a) the Shares,</p> <p>(b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments (including Cash Equivalent Investments), which a Chargor purports to mortgage or charge under the Security Agreement</p> <p>Investors mean the Initial Investors and their or any subsequent successors or assigns or transferees</p> <p>Lender means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with Clause 2.2 (Increase) or Clause 25 (Changes to the Lenders) of the Facilities Agreement,</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement</p>

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Short particulars

Lender Direct Agreement means

- (a) from the date entered into by the parties, the Lender EDF Direct Agreement,
- (b) from the date entered into by the parties, the Lender Operation Direct Agreement, and
- (c) the Lender SoS Direct Agreement

Lender EDF Direct Agreement has the meaning given to that term in the Facilities Agreement

Lender Operation Direct Agreement has the meaning given to that term in the Facilities Agreement

Lender SOS Direct Agreement has the meaning given to that term in the Facilities Agreement

Liabilities means all present and future liabilities and obligations at any time of any member of the Group to any Creditor under the Debt Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for breach of representation, warranty or undertaking or on an event of default or under any indemnity given under or in connection with any document or agreement evidencing or constituting any other liability or obligation falling within this definition,
- (c) any claim for damages or restitution, and
- (d) any claim as a result of any recovery by any Debtor of a payment on the grounds of preference or otherwise,

and any amounts which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowance of those amounts in any insolvency or other proceedings

Network Interface Agreement means the operations and maintenance agreement in connection with certain interface assets between the NRIL network and the Channel Tunnel rail link between St Pancras International and the Channel Tunnel portal at Cheriton, Folkestone, Kent between Target, NRIL and the Secretary of State for Transport dated 25 May 2010

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Short particulars	<p>NRIL means Network Rail Infrastructure Limited, a company incorporated under the laws of England and Wales, registered number 2904587 and having its registered office at Kings Place, 90 York Way, London N1 9AG</p> <p>Obligor means a Borrower or a Guarantor</p> <p>Original Agent means the Agent under and as defined in the Original Facilities Agreement</p> <p>Original Borrower means Helix Acquisition Limited</p> <p>Original Facilities Agreement means the facilities agreement made between the Parent, Helix Acquisition Limited, the Original Lenders and others dated on or about the date of the Security Agreement</p> <p>Original Lenders means Banco Santander S A, London Branch, BNP Paribas acting through its London Branch, Export Development Canada, J P Morgan plc, Lloyds TSB Bank plc, National Australia Bank Limited, Royal Bank of Canada, Scotiabank Europe plc, Scotiabank (Ireland) Limited and The Royal Bank of Scotland plc</p> <p>OTPP means together or individually each of Ontario Teachers' Pension Plan Board and one or more funds (including limited partnerships, corporations or trusts) established for the purposes of ensuring its compliance with the Pensions Benefit Act (Ontario)</p> <p>Parent means Helix Bufferco Limited</p> <p>Parent Liabilities means all Liabilities owed by Helix Acquisition Limited to the Parent or any Investor under any relevant Funding Loan</p> <p>Permitted Security has the meaning given to that term in the Facilities Agreement</p> <p>Permitted Refinancing Debt has the meaning given to that term in the Facilities Agreement</p> <p>Real Property means</p> <ul style="list-style-type: none"> (a) any freehold, leasehold or immovable property, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property <p>Receiver means an administrative receiver, receiver and manager or a receiver, in each case, appointed under the Security Agreement</p> <p>Refinancing Newco has the meaning given to that term in the Facilities Agreement</p>

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Please give the short particulars of the property mortgaged or charged

Short particulars

Relevant Contract means in relation to the Company, any other agreement entered into after the date of the Security Agreement to which that Chargor is a party and which the Security Agent (acting reasonably) has designated in writing as a Relevant Contract

Required Shareholder Funding has the meaning given to that term in the Facilities Agreement

Resignation Letter means a letter substantially to the form set out in Schedule 7 (Form of Resignation Letter) of the Facilities Agreement

Secured Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally in any other capacity whatsoever) of each Chargor to any secured Party under each Finance Document except for any obligation which, if it were so included, would result in the Security Agreement contravening Section 678 or 679 of the Companies Act 2006

Secured Parties means the Security Agent, any Receiver or Delegate and each of the External Creditors from time to time but, in the case of each External Creditor and subject to clause 1 2(d) (Construction) of the Intercreditor Agreement, only if it is a party to the Intercreditor Agreement or has acceded and continues to be a party to the Intercreditor Agreement, in the appropriate capacity, pursuant to clause 17.9 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Account means in relation to a Chargor

- (a) any bank account specified in Part 3 (Security Accounts) of Schedule 1 (Security Assets) of the Security Agreement next to its name, and
- (b) any other bank account opened or maintained by that Chargor, other than the Escrow Accounts

Security Documents means

- (a) each of the Transaction Security Documents,
- (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above

Security Assets means all assets of each Chargor the subject of the Security

Selection Notice means a notice substantially in the form set out in Part 2 of Schedule 3 (Utilisation Requests) of the Facilities Agreement

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



4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Share Purchase Agreement means the share purchase agreement dated prior to the Closing Date relating to the sale and purchase of the Target Shares and made between Helix Acquisition Limited and the Vendor

Shares means in relation to the Company

- (a) the shares specified in Part 5 (Shares) of Schedule 1 (Security Assets) of the Security Agreement, and
- (b) any other shares in any member of the Group held by that Chargor

Structure Memorandum has the meaning given to that term in the Facilities Agreement

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and, unless the context otherwise requires, a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

Target means HS1 Limited, a company incorporated under the laws of England and Wales with registered number 3539665

Target Shares means the entire issued share capital of the Target and of CTRL (UK) Limited

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

Transaction Security means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

Transaction Security Documents means each of the documents listed as being a Transaction Security Document in paragraph 2(b) of Part 1A of Schedule 2 (Conditions Precedent) of the Facilities Agreement and any document required to be delivered to the Agent under Part 3 of Schedule 2 (Conditions Precedent) of the Facilities Agreement together with any other document entered into by the Parent or any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of Parent or the Obligors under any of the Finance Documents


Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (Form of Transfer Certificate) of the Facilities Agreement or any other form agreed between the Agent and Helix Acquisition Limited


Utilisation Request means a notice substantially in the relevant form set out in Part 1 of Schedule 3 (Utilisation Requests) of the Facilities Agreement

Vendor means London & Continental Railways Limited incorporated under the laws of England and Wales registered number 02966054 with its registered office at 3rd floor, 183 Eversholt Street, London, NW1 1AY


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

 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	Sam Bardon (158895 -0001)
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
County/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000

 Checklist
We may return forms completed incorrectly or with information missing
Please make sure you have remembered the following
<input type="checkbox"/> The company name and number match the information held on the public Register
<input type="checkbox"/> You have completed the charge details in Section 2
<input type="checkbox"/> You have completed the name and address of the chargee, or trustee for the debenture holders
<input type="checkbox"/> You have completed the short particulars of the property mortgaged or charged
<input type="checkbox"/> You have confirmed whether the charge is to be satisfied in full or in part
<input type="checkbox"/> 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