

# MG04



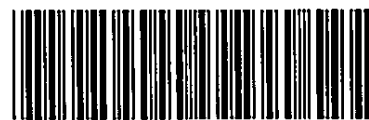
**iris**  
LASERFORM

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 form to register a memorandum of satisfaction where part or the whole of the property a) has been released from the charge or b) no longer forms part of the company's proper company registered in Scotland this, please use MG04s

For further information, please refer to our guidance at



A34 16/11/2010 79  
COMPANIES HOUSE

TUESDAY

## 1 Company details

Company number 0 3 5 7 8 7 4 0  
Company name in full CTRL (UK) Limited (the "Company")

2 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 2 8 1 0 2 0 0 3  
Description 1 A charge over Section 1 OMC (please see the short particulars for more details)  
Date of registration 2 0 6 1 0 2 0 3

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 Network Rail (CTRL) Ltd  
Address Kings Place, 90 York Way  
London  
Postcode N 1 9 A G

Name  
Address  
Postcode  
Name  
Address  
Postcode

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

## 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

### 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

#### Description of charge

A charge over Section 1 OMC being a legal charge between Union Railways (South) Limited ("**URS**"), the Company and Network Rail (CTRL) Limited ("**NR**") (the "**Charge**")

#### Amount secured by the mortgage or charge

The "**Secured Obligations**" which are defined in the charge as meaning each and every amount which may now or at any time after the date of the charge be due and payable by either the Company or URS as the case may be (the "**Section 1 Owner**") to NR under the CTRL Operator Agreement of 28 September 2003 between URS, Union Railways (North) Limited, the Company and NR in relation to the channel tunnel rail link

#### Short particulars

The Section 1 Owner, as continuing security for payment of all the Secured Obligations, charges to NR all amounts from time to time due by the Train Operator to the Section 1 Owner under the following charges under the Section 1 Track Access Agreement (the "**Agreement**").

- (i) the Operational and Maintenance Charge (the "**OMC**"),
- (ii) the Traction Electricity Charge,
- (iii) Rates, and
- (iv) the Renewals Charge, (together the "**Charged Property**")

(Please see continuation sheets)

### 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

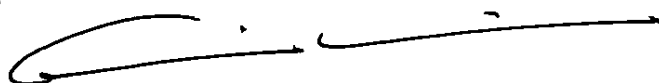
### 6 Signature

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

## 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



### 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 Chris Hamill

Company name CTRL (UK) Limited

Address 3rd Floor

183 Eversholt Street

Post town London

County/Region

Postcode N W 1 1 A Y

Country UK

DX

Telephone 020 7391 4300



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ [x] The company name and number match the information held on the public Register
- ☐ [x] You have correctly completed the charge details in Section 2
- ☐ [x] You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ [x] You have completed the details of the short particulars of the property charged
- ☐ [x] You have completed both parts of Section 5
- ☒ [x] 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 [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

## MG04 - continuation page

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

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>The OMC</u></p> <p>The OMC shall have the value attributed to it in the Agreement subject to any adjustment being made in accordance with ten yearly reviews, a review of the proportion of the OMC paid by the Train Operator and a review prior to the first review date all in accordance with the terms of the Agreement and subject to indexation adjustments in accordance with the Agreement</p> <p><u>Traction Electricity Charge</u></p> <p>The Traction Electricity Charge means a variable charge for traction current calculated as set in the Agreement</p> <p><u>Rates</u></p> <p>The Rates shall have the initial value of £7,880,000 and are subject to any adjustment being made in accordance with five yearly reviews, indexation and other agreed adjustment procedures as set out in the Agreement</p> <p><u>Renewals Charge</u></p> <p>The Renewals Charge shall have the value attributed to it in the Agreement subject to indexation adjustments in accordance with the Agreement For the avoidance of doubt, the value of the Renewals Charge for each Quarter falling after the 200<sup>th</sup> Quarter shall be such amount as may be agreed in accordance with the Agreement</p> <p><u>Definitions</u></p> <p>"CTRL" means that channel tunnel rail link</p> <p>"Section 1" means that part of the CTRL between Cheriton and Fawkham Junction</p> <p>"Section 1 Track Access Agreement" means either</p> <p>(A) the International Railway Track Access Contract for Passenger Services dated 6<sup>th</sup> October 1998 between URS, the Company and the Train Operator (as amended), or</p> <p>(B) the International Railway Track Access Contract for Passenger Services made or to be made between the Company and the Train Operator (as amended),</p> <p>and from the date of the Charge shall have the meaning ascribed to it in paragraph (A) above until NR is given written notice signed by both URS and the Company advising NR that the Section 1 Track Access Agreement has changed, whereupon "Section 1 Track Access Agreement" shall have the meaning ascribed to it in paragraph (B) above</p> <p>"Train Operator" means Eurostar (UK) Limited a company incorporated in England and Wales under number 2462001 and having its registered office at Eurostar House, Waterloo Station, London SE1 8SE</p> <p><u>Interpretation</u></p> <p>The references to NR and Section 1 Owner where the context of the Charge admits include their respective transferees, successors and assigns whether immediate or derivative and any delegates or sub-delegates</p>	

## MG04 - continuation page

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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

References in the Charge to the Charge or any agreement or document shall be construed as references to the Charge or such agreement or document as the same may have been, or may from time to time be varied, amended, supplemented, substituted, novated or assigned whether by virtue of any increase or decrease in any rate of interest or in the amount of any fees payable or chargeable pursuant thereto or in connection therewith or otherwise howsoever and whether or not the same shall result in any increased or additional liability on the part of any person under the Charge