

MG02

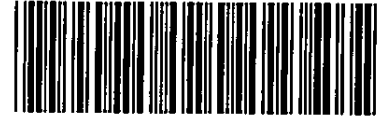
Statement of satisfaction in full or in part of mortgage or charge



☒ **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
a statement of satisfaction
or in part of a fixed charge
company registered in Scotland
do this, please use form 1

WEDNESDAY



AVEDHSOT

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23/03/2011

217

COMPANIES HOUSE

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 0 9 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 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

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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

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 debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
- ☐ In part

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 EC2Y 8HQ

Country United Kingdom

DX

Telephone 020 7456 4421



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



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



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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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The OMC

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

Traction Electricity Charge

The Traction Electricity Charge means a variable charge for traction current calculated as set in the Agreement

Rates

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

Renewals Charge

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 200th Quarter shall be such amount as may be agreed in accordance with the Agreement

Definitions

"CTRL" means that channel tunnel rail link

"Section 1" means that part of the CTRL between Cheriton and Fawkham Junction

"Section 1 Track Access Agreement" means either

- (A) the International Railway Track Access Contract for Passenger Services dated 6th October 1998 between URS, the Company and the Train Operator (as amended), or
- (B) the International Railway Track Access Contract for Passenger Services made or to be made between the Company and the Train Operator (as amended),

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

"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

Interpretation

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

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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