



Registration of a Charge

Company name: **CHANNEL TUNNEL GROUP LIMITED(THE)**

Company number: **01811435**



X42MOL36

Received for Electronic Filing: **06/03/2015**

Details of Charge

Date of creation: **04/03/2015**

Charge code: **0181 1435 0036**

Persons entitled: **DEUTSCHE TRUSTEE COMPANY LIMITED**

Brief description: **(1) SUPPLEMENTAL LEASE RELATING TO LAND AT DOVER BETWEEN (1) SECRETARY OF STATE FOR TRANSPORT AND (2) THE COMPANIES ON THE DATE OF THIS MORTGAGE; (2) SUPPLEMENTAL LEASE RELATING TO LAND AT FOLKESTONE BETWEEN (1) SECRETARY OF STATE FOR TRANSPORT AND (2) THE COMPANIES ON THE DATE OF THIS MORTGAGE; (3) REVERSIONARY LEASE RELATING TO LAND SITUATE AT DOVER KENT BETWEEN (1) SECRETARY OF STATE FOR TRANSPORT AND (2) THE COMPANIES ON THE DATE OF THIS MORTGAGE; (4) REVERSIONARY LEASE RELATING TO LAND SITUATE AT FOLKESTONE, KENT BETWEEN (1) SECRETARY OF STATE FOR TRANSPORT AND (2) THE COMPANIES ON THE DATE OF THIS MORTGAGE; (5) REVERSIONARY LEASE RELATING TO LAND SITUATE AT SEAWARD SECTION BETWEEN (1) SECRETARY OF STATE FOR TRANSPORT AND (2) THE COMPANIES ON THE DATE OF THIS MORTGAGE**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHLOE IDDESON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1811435

Charge code: 0181 1435 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th March 2015 and created by CHANNEL TUNNEL GROUP LIMITED(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2015 .

Given at Companies House, Cardiff on 9th March 2015

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

Dated

4 March

2014 5

- (1) THE CHANNEL TUNNEL GROUP
LIMITED
- (2) FRANCE MANCHE S.A.
- (3) DEUTSCHE TRUSTEE COMPANY
LIMITED

MORTGAGE

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD

T +44(0)20 7367 3000
F +44(0)20 7367 2000

Reference: 033381.00238

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THIS DEED is dated

4

day of

March

2014/5

- (1) **THE CHANNEL TUNNEL GROUP LIMITED**, a limited liability company incorporated under the laws of England and Wales with registered number 01811435 and with its registered offices situated at UK Terminal, Ashford Road, Folkestone, Kent CT18 8XX) ("**CTG**");
- (2) **FRANCE - MANCHE S.A.** a limited liability company incorporated under the laws of France with registered number 333 286 714 RCS Paris, with a registered number in the UK of FC013582 and with its registered offices situated at 19 Boulevard Malesherbes, 75008 Paris, France ("**France-Manche**", and together with CTG, each a "**Company**" and together the "**Companies**"); and
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED**, a private limited company incorporated under the laws of England and Wales with registered number 00338230 and with its registered offices situated at Winchester House, 1 Great Winchester Street, London EC2N 2DB (the "**Security Trustee**")

BACKGROUND

It is intended that this document take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Definitions

In this Deed:

"Mortgaged Property":

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights.

"Related Rights": in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights powers benefits claims contracts warranties remedies security guarantees indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

2. Fixed security

Each Company charges with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

3. Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause ~~8~~² (~~Fixed Charges, Assignments and Floating Charges~~ *Security*).
- (b) It shall be implied in respect of Clause ~~8~~² (~~Fixed Charges, Assignments and Floating Charges~~ *security*) that each Company is disposing of the Mortgaged Property free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

cc up
for the
company
+ security
trustee

4. Application to the Land Registry

Each Company consents to an application being made to the Land Registry to enter the following restriction in the Proprietorship register of any property which is or is required to be registered forming part of the Mortgaged Property:

"No disposition (in particular no transfer, charge, mortgage or lease) of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be completed by registration without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Deutsche Trustee Company Limited referred to in the Charges Register."

5. Release of Security

Redemption of Security

- 5.1 Upon the Secured Obligations being discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Companies or any other person under any agreement between the Security Trustee and the Companies, the Security Trustee shall, at the request and cost of the Companies, release and cancel the security constituted by this Mortgage and procure the reassignment to the Companies of the property and assets assigned to the Security Trustee pursuant to this Mortgage, in each case subject to Clause 5.2 (*Avoidance of Payments*) and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

Avoidance of Payments

- 5.2 If the Security Trustee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of each Company under this Mortgage and the security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid.

6. Third Party Rights

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

7. Governing Law

This Deed is governed by English law.

8. Counterparts

This Deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Mortgage by signing any such counterpart.

THIS DEED has been entered into as a deed on the date stated at the beginning of this Deed.

Schedule 1

Details of Mortgaged Property

Description of Property	Title Number
Supplemental Lease relating to land at Dover between (1) Secretary of State for Transport and (2) The Companies on the date of this Mortgage	To be allocated
Supplemental Lease relating to land at Folkestone between (1) Secretary of State for Transport and (2) The Companies on the date of this Mortgage	To be allocated
Reversionary Lease relating to land situate at Dover Kent between (1) Secretary of State for Transport and (2) The Companies on the date of this Mortgage	To be allocated
Reversionary Lease relating to land situate at Folkestone, Kent between (1) Secretary of State for Transport and (2) The Companies on the date of this Mortgage	To be allocated
Reversionary Lease relating to land situate at Seaward Section between (1) Secretary of State for Transport and (2) The Companies on the date of this Mortgage	To be allocated

The Companies

Executed as a Deed by THE)
CHANNEL TUNNEL GROUP LIMITED)
acting by two directors or a director and secretary:-)

Jacques Gounon
Director



Michel Boudoussier
Director/Secretary



Executed as a Deed by
FRANCE-MANCHE SA acting by:-
Michel Boudoussier



Address

3 rue la Botte Boetie
Paris 75008 France

The Security Trustee

Executed as a deed by)
DEUTSCHE TRUSTEE COMPANY))
LIMITED by affixing its Common Seal in)
the presence of:-)

Authorised Signatory:



Authorised Signatory:



Address

