

# 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



☒ **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 property company registered in Scotland do this, please use MG04s

For further information, please refer to our guidance at



A35 12/02/2010 265  
COMPANIES HOUSE

<b>1 Company details</b>		<b>2</b> 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 *
Company number	0 5 8 7 9 9 3 5	
Company name in full	MACQUARIE MOTORWAYS GROUP LIMITED	
<b>2 Creation of charge</b>		
Date charge created	d 2 d 1 m 0 m 8 y 2 y 0 y 0 y 6	
Description ①	PLEDGE OVER SHARES AGREEMENT	
Date of registration ②	d 2 d 9 m 0 m 8 y 2 y 0 y 0 y 6	
<b>3 Name and address of chargee(s), or trustee(s) for the debenture holders</b> Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	Macquarie European Infrastructure Limited	
Address	Level 35, CityPoint, 1 Ropemaker Street, London	
Postcode	E C 2 Y 9 H D	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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

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**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 attached Schedule 1 hereto  
See attached Schedule 2 hereto for definitions

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**Satisfaction of the property charged**

I confirm that with respect to the charge described above that ❶

- ☐ part of the property  
☒ the whole of the property

has ❶

- ☒ 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

❶ Please tick one box only

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**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 **MacCap Funds CoSec (London)**

Company name

Address **Level 28, CityPoint**

**1 Ropemaker Street**

Post town **London**

County/Region

Postcode **E C 2 Y 9 H D**

Country **United Kingdom**

DX

Telephone



### 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 correctly completed the charge details in Section 2
- ☐ You have given the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the details of the short particulars of the property charged
- ☐ You have completed both parts of Section 5
- ☐ 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
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)**

**SCHEDULE 1**  
**THE CHARGED PROPERTY**

**1 THE CHARGED PROPERTY**

The charged property is the Pledged Portfolio

**2 NEGATIVE PLEDGE**

The Facility Agreement and the Pledge Over Shares Agreement contain negative pledges

**3 FURTHER ASSURANCE**

The Pledge Over Shares Agreement contains covenants of further assurance

## **SCHEDULE 2**

### **DEFINITIONS**

**"Accession Deed"** means the Secured Party Accession Deed entered into by an acceding Secured Party substantially in the form set out in the Ringfenced Security Agreement

**"Company"** means MIBL Finance (luxembourg) S AR L

**"Funding Agreement"** means, in relation to the Noteholders, the IntraGroup Loan Notes and in relation to any other Secured Party such agreement as may be identified in the relevant Accession Deed

**"Intragroup Loan Notes"** means the loan notes issued to Macquarie Midland Holdings Limited by the Pledgor

**"MIUK Shares"** means shares in MIUK

**"MIUK"** means Macquarie Infrastructure (UK) Limited

**"Noteholders"** means the holders of the Intragroup Loan Notes from time to time

**"Pledge"** means the pledging of the Pledged Portfolio by the Pledgor in favour of the Security Trustee, acting for itself and as security trustee for the benefit of the Secured Parties, who accepts, as first-priority security (*gage*) for the due and full payment and discharge of all of the Secured Obligations

**"Pledge Over Shares Agreement"** means the pledge over shares agreement dated 21 August 2006 between the Pledgor and the Security Trustee

**"Pledged Portfolio"** means the Shares and the Related Assets

**"Pledgor"** means Macquarie Motorways Group Limited

**"Related Assets"** means all dividends, interest and other monies payable in respect of the Shares and all other rights, benefits and proceeds (including the proceeds from any sale of the Shares following an enforcement of this Pledge and, in particular, any proceeds that may not immediately be used to discharge Secured Obligations) in respect of or derived from the Shares (whether by way of redemption, liquidation, bonus, preference, option, substitution, conversion or otherwise) except to the extent these constitute Shares

**"Ringfenced Security Agreement"** means the English share pledge agreement dated on or about the date hereof between the Pledgor and the Security Trustee in respect of the MIUK Shares

**"Secured Obligations"** means all obligations owing to the Secured Parties or to the Security Trustee under or pursuant to any Funding Agreement (whether for its own account or as trustee for the Secured Parties) by the Pledgor on any account, whether present or future, actual or contingent (and whether incurred by the Pledgor alone or jointly, and whether as principal or surety or in some other capacity) except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law

**"Secured Parties"** means the Noteholders and any successor, assignee or transferee of the IntraGroup Loan Notes or other replacement, refinancing or additional lender to the Pledgor

**"Security Trustee"** means Macquarie European Infrastructure Limited

**"Shares"** means all of the shares ("*parts sociales*") in the share capital of the Company held by, to the order or on behalf of the Pledgor at any time, including for the avoidance of doubt any shares which shall be issued to the Pledgor from time to time, regardless of the reason of such issuance, whether by way of substitution, replacement, dividend or in addition to the shares held on the date hereof, whether following an exchange, division, free attribution, contribution in kind or in cash or for any other reason (the **"Future Shares"**), in which case such Future Shares shall immediately be and become subject to the security interest created hereunder