

M

COMPANIES FORM No. 403a
Declaration of satisfaction
in full or in part
of mortgage or charge

403a

CHFP025

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

* Insert full name
of company

To the Registrar of Companies
(Address overleaf)

For official use

Company number

1111

04085967

Name of company

* MACQUARIE AIRPORTS (UK) LIMITED

I, JAMES McAULIFFE
of BRISTOL INTERNATIONAL AIRPORT, BRISTOL BS18 3DY

† Delete as
appropriate

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

§ The date of
registration may
be confirmed
from the
certificate

¶ Insert brief
details of
property

[a director] ~~(the secretary)~~ ~~DO NOT WRITE IN THESE SPACES~~ † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in (full) ~~(part)~~ †

Date and Description of charge ‡ MORTGAGE OF SHARES AND ASSIGNMENT DATED 24 January 2001

Date of Registration § 07 February 2001

Name and address of [chargee] ~~DO NOT WRITE IN THESE SPACES~~ ROYAL BANK OF SCOTLAND PLC
(AS SUCCESSOR FOR ABBEY NATIONAL TREASURY SERVICES PLC)
38 ST ANDREWS SQUARE, EDINBURGH, EH2 2YB

Short particulars of property charged ¶ PLEASE SEE SCHEDULE 1 ATTACHED.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at BOND PEARCE LLP
BRISTOL

Declarant to sign below

Day Month Year
on 28 08 2009

before me CAROLINE TURNER- INSKIP

~~A Commissioner for Oaths or Notary Public or Justice of the Peace~~ or Solicitor having the powers conferred on a
Commissioner for Oaths

Presentor's name, address and
reference (if any):
BRISTOL International

For official use
Mortgage section

Post room

THURSDAY



P5L3NCYF

PC5

03/09/2009

834

COMPANIES HOUSE

SCHEDULE 1

SHORT PARTICULARS OF PROPERTY CHARGED

35,000 ORDINARY SHARES OF £1 EACH IN TIDEFAST LIMITED AND OTHER SECURITIES AND ALL RIGHTS MONEYS AND PROPERTY IN RESPECT OF THE ORIGINAL SECURITIES AND OTHER SECURITIES RIGHTS TITLE AND INTEREST IN THE EQUITY LOAN NOTES ISSUED BY TIDEFAST LIMITED FOR AN AGGREGATE PRINCIPAL AMOUNT OF £69,930,000 PURSUANT TO AN INVESTMENT AGREEMENT DATED 19 DECEMBER 2000.

DEED OF RELEASE

We hereby certify this
to be a true copy of the
original.

Signed *Clifford Chance LLP*
Clifford Chance
Limited Liability Partnership
10 Upper Bank Street
London E14 5JJ

THIS DEED OF RELEASE is made the **23** day of May 2005

BY:

(a) **THE ROYAL BANK OF SCOTLAND PLC** (the "Security Trustee")
in favour of

(1) **MACQUARIE AIRPORTS (UK) LIMITED** (the "Company")

WHEREAS

- (A) By a mortgage of shares and assignment dated 24 January 2001 made between the Company and Abbey National Treasury Services PLC (who have subsequently transferred their interest to The Royal Bank of Scotland PLC) (as Security Trustee) (the "Mortgage"), the Company granted security for the Secured Amounts over the Charged Assets in favour of the Security Trustee.
- (B) The Company has requested the Security Trustee release the Charged Assets from the security created by or pursuant to the Mortgage and the Security Trustee has agreed to do upon the terms and conditions of this deed.
- (C) This deed is supplemental to the Mortgage.

IT IS AGREED as follows:

- 1. Terms defined in the Mortgage shall have the same meaning in this deed.
- 2. The Security Trustee without recourse, representation or warranty of title:
 - (a) releases all the Company's assets and undertaking from the mortgage and assignment and any other security interest constituted by the Mortgage; and
 - (b) reassigns and retransfers all the Company's assets and undertaking assigned to the Security Trustee by or pursuant to the Mortgage.
- 3. The Charged Assets shall be held free and discharged from the security created by, and all claims arising under, the Mortgage.
- 4. The Security Trustee agrees that it will (at the cost and expense of the Company) do all things and execute all documents as may reasonably be necessary to give effect to this release and reassignment.
- 5. This deed is governed by English law.

IN WITNESS WHEREOF this deed has been executed by the Security Trustee and is intended to be and is hereby delivered on the date specified above.

SIGNED AND DELIVERED as a DEED by

as attorney-in-fact

For and on behalf of The Royal Bank of Scotland Plc

PHILIP A. PENTNEY
SENIOR DIRECTOR
HEAD OF SYNDICATED LOANS AGENCY

In the presence of:

Nick W. M. Watkins
.....

NICK W. M. WATKINS
.....
ASSOCIATE DIRECTOR