

# 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. If you are a company registered in Scotland do this, please use MG04s

For further information, please refer to our guidance at



LD6 09/07/2010 40  
COMPANIES HOUSE

FRIDAY

## 1 Company details

Company number 0 5 3 1 0 6 5 5

Company name in full INEOS EUROPE LIMITED

15 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 d0 d6 m0 m4 y2 y0 y1 y0 ✓

Description ① Belgian law share pledge agreement relating to INEOS

Manufacturing Belgium NV

Date of registration ② d1 d5 m0 m4 y2 y0 y1 y0 ✓

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 BARCLAYS BANK PLC

Address 1 CHURCHILL PLACE

LONDON

Postcode E 1 4 5 H P

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

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 Slaughter and May  
(on behalf of the company) 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 **ANNIE BOWDEN**

Company name  
**SLAUGHTER AND MAY**

Address **ONE BUNHILL ROW**

Post town **LONDON**

County/Region

Postcode 

E	C	1	Y		8	Y	Y
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Country **UK**

DX **11**

Telephone **020 7090 3932**

### 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,  
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

Pursuant to a share pledge confirmation agreement dated 6 April 2010 entered into in connection with the transfer by Pledgor 2 of its single share in the Company to INEOS Europe Limited, Pledgor 2 transferred to INEOS Europe Limited its rights and obligations as a Pledgor under the Pledge Agreement

Pursuant to clause 2 1 of the Pledge Agreement, each Pledgor granted to the Pledgee a first ranking pledge over the Shares it owns in the Company

Pursuant to clause 2 2 of the Pledge Agreement, if a Pledgor acquires in any manner any Future Shares, which are not included within the pledge contained in clause 2 1 of the Pledge Agreement, it grants a first ranking pledge to the Pledgee to secure the Secured Obligations in the form of a pledge as set out in the Pledge Agreement over all such future Shares

#### Definitions

In this Form MG04

"**Company**" means INEOS Manufacturing Belgium NV,

"**Future Shares**" means (i) any shares in the capital of the Company which any Pledgor may in the future acquire, (ii) any and all rights to acquire shares in the capital of the Company, which rights any Pledgor may acquire, and (iii) any and all other rights pertaining to the shares in the Company which any Pledgor may subsequently acquire, including, inter alia, the right to receive all interest, dividend rights, rights to distributions out of the reserves, rights to the remaining balance upon winding-up of the Company and the right to remittances and other payments pertaining to such shares from the Company,

"**Guaranteed Obligations**" means all money or liabilities due, owing or incurred by a Pledgor or any other Group Company under the circumstances further defined in the Pledge Agreement,

"**Pledge Agreement**" means a Belgian law share pledge agreement dated 16 March 2006 (as supplemented from time to time) between Pledgor 1, Pledgor 2 and the Pledgee pursuant to which Pledgor 2 pledged to the Pledgee one share in the Company,

"**Pledgee**" means Barclays Bank PLC,

"**Pledgor 1**" means INEOS European Holdings Limited,

"**Pledgor 2**" means INEOS Nominee Limited,

"**Pledgors**" means Pledgor 1 and Pledgor 2,

"**Secured Obligations**" means, together, the Senior Finance Party Indebtedness and the Guaranteed Obligations,

"**Senior Finance Party Indebtedness**" means all money or liabilities due, owing or incurred by a Pledgor or any other Group Company under the circumstances further defined in the Pledge Agreement, and

"**Shares**" means (i) the 193,584 registered shares in the Company of which 193,583 registered shares are owned by Pledgor 1 and 1 share is owned by Pledgor 2 from the date of their pledge

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Short particulars

under the Pledge Agreement, (ii) any and all rights to acquire shares in the capital of the Company, which rights the Pledgor at present has, and (iii) any and all other rights pertaining to the shares from the date of the pledge under the Pledge Agreement, including, inter alia, the right to receive all interest, dividend rights, rights to distributions out of the reserves, rights to the remaining balance upon winding-up of the Company and the right to remittances and other payments pertaining to such shares from the Company