

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ 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
against a company

☒ What this form is NOT for
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage
charge against an LLP. Use form
LL MR04.

TUESDAY



A4KVK2VN

A30

24/11/2015

#3

COMPANIES HOUSE

1 Company details

Company number 0 1 4 3 5 0 4 5

Company name in full AEROSPACE LOGISTICS LIMITED
("THE CHARGOR")

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ Before 06/04/2013. Complete Part A and Part C

→ On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date 0 6 0 1 2 0 1 1

A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number* 3

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description Guarantee and Debenture dated 6th January between the Chargor,
Yamgrange Limited and Barclays Banks PLC

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

MR04

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

As specified in Part III of the attached Schedule

NB The attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

Schedule to Form MG01 for Debenture

Part I - List of the Companies

YARNGRANGE LIMITED
AEROSPACE LOGISTICS LIMITED "The Agent"

Part II Definitions

*****Continued on MR04 - continuation pages*****

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

Part B

Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate.

Charge code ①


				-						-				
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① **Charge code**
This is the unique reference code allocated by the registrar.

MR04

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Part C To be completed for all charges

C1	Satisfaction	
	I confirm that the debt for the charge as described has been paid or satisfied. Please tick the appropriate box	
	<input checked="" type="checkbox"/> In full	
	<input type="checkbox"/> In part	
C2	Details of the person delivering this statement and their interest in the charge	
	Please give the name of the person delivering this statement	
Name	Aerospace Logistics Limited	
	Please give the address of the person delivering this statement	
Building name/number	1 Paper Mews	
Street	330 High Street	
Post town	Dorking	
County/Region	Surrey	
Postcode	R H 4 2 T U	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Chargor	
C3	Signature	
	Please sign the form here	
Signature	 X	X

MR04

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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 **Jamie Berry (Ref JZB/22330-15-8)**Company name **TWM Solicitors LLP**Address **65 Woodbridge Road**Post town **Guildford**County/Region **Surrey**Postcode **G U 1 4 R D**Country **England**DX **2408 Guildford 1**Telephone **01483 752753****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.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4.

- ☐ **Part B Charges created on or after 06/04/2013**
You have given the charge code

☐ **Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1
You have given the details of the person delivering this statement in Section C2.
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 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

MR04 - continuation page

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Short particulars

'Agent' means the company shown as Agent in Part I of this Schedule and includes any successor appointed under clause 18 1 of this Debenture,

'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,

'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative,

'Companies' means the companies listed in Part I of this Schedule and includes any company which accedes as a party to the Debenture under clause 19 of the Debenture (with effect from the time of its accession,

'Indebtedness' includes any obligation for the payment or repayment by the Companies to the bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatsoever, including any liability (secured or unsecured) of the Companies to a third party which subsequently becomes payable to the Bank or by assignment or otherwise and including principal, interest, commission, fees and other charges,

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trademarks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights,

'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clauses 3 1 2(h) of the Debenture.

'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenants fixtures),

'now' means on the date of the Debenture and 'present' and 'future' shall be construed accordingly,

'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 of the Debenture,

MR04 - continuation page

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A4	Short particulars of the property or undertaking charged
Short particulars	<p data-bbox="341 342 1091 376">Please give the short particulars of the property or undertaking charged.</p> <p data-bbox="341 405 1155 533">'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000)</p> <ul data-bbox="341 562 1155 837" style="list-style-type: none"> • which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as defined in section 258 of the Companies Act 1985) or an undertaking which would be a subsidiary undertaking if in sub-section (2)(a) of that section "30 percent or more" were substituted for "a majority", or • the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated, are held in escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank, <p data-bbox="341 869 1139 965">including in each case all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise</p> <p data-bbox="341 1025 900 1088">Part III Particulars of Property Mortgaged or Charged</p> <p data-bbox="341 1115 1123 1211">By clause 3 1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all Indebtedness</p> <p data-bbox="341 1240 1107 1303">1 by way of legal mortgage, all Land in England and Wales now vested in the Chargor and not registered at H M Land Registry,</p> <p data-bbox="341 1332 644 1364">2 by way of fixed charge</p> <p data-bbox="341 1393 1131 1456">(a) all Land in England and Wales now vested in the Chargor and registered at H M Land Registry,</p> <p data-bbox="341 1485 1075 1547">(b) all other Land which is now, or in the future becomes, the Chargor's property,</p> <p data-bbox="341 1576 1099 1639">(c) all plant and machinery now or in the future attached to any Land,</p> <p data-bbox="341 1668 1131 1765">(d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or license relating to Land,</p> <p data-bbox="341 1794 724 1825">(e) all the Chargor's securities,</p> <p data-bbox="341 1854 1155 1917">(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefitting the Chargor,</p> <ul data-bbox="341 1946 1139 2074" style="list-style-type: none"> • which relate to Assets themselves subject to a fixed charge in favour of the Bank, or • which are now or in the future deposited by the Chargor with the Bank,

MR04 - continuation page

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Please give the short particulars of the property or undertaking charged

Short particulars

together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them),

(g) all the Chargor's goodwill and uncalled share capital for the time being,

(h) • all the Chargors Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others
• the benefit of all agreements and licenses now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world,
• all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world,

(i) all trade debts now or in the future owing to the Chargor, all other trade debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 52(3) of the Companies Act 1989),

(j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank,

3 by way of floating charge

(a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and

(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,

but in each case so the the Chargor shall not without the Bank's prior written consent

• create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking *pari passu* with or subject to, this floating charge)

• take any other step referred to in clause 5.1 of the Debenture with respect to any of the Floating Charge Assets,

• sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business

Part IV

Covenants and Restrictions

1 Under clause 3.2 of the Debenture, the Bank may at any time crystallise the floating charge created in clause 3.1.3 of the Debenture into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Bank to the Chargor in relation to any or all Floating Charge Assets, as the

MR04 - continuation page

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A4	Short particulars of the property or undertaking charged
	Please give the short particulars of the property or undertaking charged.
Short particulars	<p>(cont) Bank specifies in the notice</p> <p>2 Under clause 3 3 of the Debenture, subject to rights of any prior mortgagee, the Chargor must</p> <p>1 deposit with the Bank for its retention all title deeds and documents relating to all Assets charged by way of fixed charge under clause 3 1 including insurance and assurance policies,</p> <p>2 execute and deliver to the Bank any documents and transfers it requires at any time to constitute or perfect an equitable or legal charge (at its option) over any Securities including uncertificated Securities within any clearing, transfer, settlement and/or depository system, and give any instructions and take any actions the Bank may require to achieve this</p> <p>3 Under clause 3 6 of the Debenture, any debentures, mortgages or charges (fixed or floating) which the Chargor creates in the future (except those in favour of the Bank) shall be expressed to be subject of the Debenture and shall rank in order of priority behind the charges created by the Debenture</p> <p>4 Under clause 4 1 of the Debenture, the Chargor must collect and realise all Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Bank, or into any other account designated by the Bank, in each case on such terms as the Bank may direct Pending that payment, the Chargor will hold all money so received upon trust for the Bank. The Chargor may not, without the Banks prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any person or purport to do so.</p> <p>5 Under clause 4 2 of the Debenture, if a credit balance on any account of the Chargor with the Bank includes proceeds of Receivables credited or transferred to that account, the Bank shall have an absolute discretion whether to permit or refuse to permit the Chargor to utilise or withdraw that credit balance and the Bank may in its sole discretion at any time transfer all or any part of that credit balance to any other account of the Chargor with the Bank or to an account in the Banks own name</p> <p>6 Under clause 4 3 of the Debenture, if the bank releases, waives or postpones its rights in respect of any Receivables for the purpose of enabling the Chargor to factor, discount or otherwise sell them to the Bank or to a third party, the charges created by the Debenture will in all other respects remain in full force and effect In particular, all amounts due to the Chargor from the Bank or the third party and any Receivables re-assigned or due to be re-assigned to the Chargor will be subject to the relevant fixed charge detailed in clause 3 1 2 of the debenture, subject only to any defences or rights of retention or set-off which the Bank or the third party may have against the Chargor</p>

MR04 - continuation page

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A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>7 Under clause 5 of the Debenture, the Chargor must not, except with the Bank's prior written consent</p> <p>1 create or attempt to create any fixed or floating security of any kind or any trust over any of the Assets, or permit any lien (other than a lien arising by operation of the law in the ordinary course of business) to arise or subsist over any of the Assets,</p> <p>2 sell, assign, lease, license or sub-license , or grant any interest in, its Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them</p> <p>8 Under clause 10 of the Debenture</p> <p>1 the Chargor may not, without the Bank's prior written consent, exercise any power of leasing, or accepting surrenders of leases, of any land, or (unless obliged to do so by law) extend renew or vary any lease or tenancy agreement or give any licence to assign or underlet,</p> <p>2 the Chargor must not part with possession (otherwise than on the determination of any lease, tenancy or license granted to it) of any Land or share the occupation of it with any other person, or agree to do so, without the Bank's prior written consent</p>	