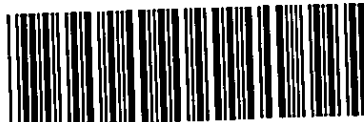


MR04

Statement of satisfaction in full or in part of a charge



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



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26/10/2013

#163

COMPANIES HOUSE

SATURDAY

☒ **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 satisfac
in full or in part of a mortgage o
charge against an LLP Use form
LL MR04

1 Company details

Company number 0 5 4 3 7 7 1 5

Company name in full Kansas Transportation Limited

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation ①

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

① **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge. ②

Charge creation date 2 3 0 4 2 0 1 0

② **Property acquired**
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 Description of instrument (if any)

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

Instrument description A security assignment (the "Assignment") by way of
a deed dated 23 April 2010 and entered into between
(1) Kansas Transportation Limited (the "Assignor"
and the "Lessee") and (2) R B. Leasing Company
Limited (the "Assignee" and the "Lessor") as
amended from time to time

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

MR04

Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	Continuation page Please use a continuation page if you need to enter more details
	<p>The Assignor assigned and agreed to assign the Assigned Property absolutely and unconditionally, to and in favour of the Assignee, in order to secure the payment, performance and discharge in full of all the Secured Obligations.</p> <p>Words and definitions used in this Form MR04 shall have the following meanings.</p> <p>The "Assigned Property" means all of the right, title, interest, present and future, of the Assignor in, to and under;</p> <ul style="list-style-type: none">(a) the Insurances,(b) the Requisition Compensation,(c) the Management Agreement;(d) the Maintenance Contract(e) the Maintenance Service Plan Contract;(f) all proceeds in respect of any of the foregoing, and(g) to the extent capable of assignment, any and all other agreements or other instruments from time to time entered into by the Assignor, or in the name of the Assignor, in connection with the operation or maintenance of the Aircraft; <p>together with:</p> <ul style="list-style-type: none">(i) all claims, rights and remedies of the Assignor arising out of or in connection with a breach of or default under or in connection with any of the aforementioned agreements (including, without limitation, all damages and other compensation payable for or in respect thereof); and(ii) all rights of the Assignor to require, enforce and compel performance of all of the provisions of any of the aforementioned agreements, and otherwise to exercise all claims, rights and remedies thereunder, and all rights to give and receive notices, reports, requests and consents, to make demands, to exercise discretions, options and elections thereunder and to take all other action thereunder, pursuant thereto or in connection therewith, <p>Continued on continuation sheet 1</p>	

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Statement of satisfaction in full or in part of a charge

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

				-						-				
--	--	--	--	---	--	--	--	--	--	---	--	--	--	--

① Charge code
This is the unique reference code allocated by the registrar

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.

☒ In full

☐ 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

Forename(s)

Kay

Surname

Majia

Please give the address of the person delivering this statement

Building name/number

Kansas Transportation Limited

Street

Tesco House

Delamare Road

Post town

Cheshunt

County/Region

Hertfordshire

Postcode

E N 8 9 S L

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Assignor

C3

Signature

Please sign the form here

Signature

Signature

X K. [Signature]

X

MR04

Statement of satisfaction in full or in part of a charge

**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 Chris Knight

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX- 33866 Finsbury Square

Telephone 08700 111 111

**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 completed the Description of Instrument and Short particulars in Sections A2 and A3

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

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Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

"Agreements" means the agreements or arrangements constituting the Assigned Property specified in the definition of Assigned Property,

"Agreed Form" means a form substantially in the form provided by Lessor to Lessee or as otherwise agreed by Lessor and Lessee,

"Aircraft" means the aircraft described in schedule 4 of the Lease, being one Raytheon Hawker 125-800 XP aircraft with MSN 258710, (which term includes, where the context admits, a separate reference to all Engines, Parts and Aircraft Documents),

"Aircraft Documents" means the documents, data and records relating to the Aircraft at the time of Delivery and any other documents and records referred to in Clause 8.4 of the Lease, and all additions, renewals, revisions and replacements from time to time made thereto in accordance with this Agreement including the documents listed in Schedule 7 of the Lease;

"Corporate Guarantee" means the guarantee and indemnity in the Agreed Form dated on or about the date of the Deed given by the Corporate Guarantor, in respect of all obligations of the Lessee under the Lease documents;

"Corporate Guarantor" means Tesco PLC,

"Deed" means the deed of novation, amended and restated dated 23 April 2010 between Lessor, Lessee and Previous Lessor in respect of the aircraft lease agreement dated 13 May 2005 in respect of the Aircraft,

"Delivery" means delivery of the Aircraft on lease by the Lessor to the Lessee hereunder,

"Delivery Date" means the date on which Delivery occurs,

"Engine" means whether or not for the time being installed on the Aircraft,

(a) the engines specified in schedule 4 of the Lease, or

(b) any engine which has replaced that engine, title to which has, or should have, passed to the Assignee in accordance with the Lease,

and in each case includes all modules and Parts from time to time belonging to or installed in that engine but excludes any properly replaced engine title to which has, or should have, passed to the Assignor pursuant to the Lease.

Continued on continuation sheet 2

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

"Insurances" means: (a) all policies and contracts of insurance (other than third party liability insurances) effected from time to time in respect of or relating to the Aircraft or any part thereof, and (b) all the benefits of, and claims under, all such policies and contracts of insurance, and all proceeds thereof,

"Lessee Documents" means the Operative Documents to which Lessee is a party,

"Maintenance Service Plan Contract" means the agreement entered to be entered into between the MSP Contractor and the Manager, or as the case may be, the Lessee and approved by the Lessor,

"MSP Contractor" means Raytheon Aircraft Company, Honeywell Inc, any manufacturer of any part fitted to the Aircraft or any of their subsidiary companies that facilitate the Maintenance Service Plan Contract,

"Maintenance Contractor" means an Aircraft Manufacturer approved maintenance contractor approved by the Lessor (such approval not to be unreasonably withheld),

"Manager" means GAMA Aviation limited or another manager of the Aircraft as appointed by the Lessee and acceptable to the Lessor,

"Manufacturer" means, in relation to the Aircraft, Raytheon Aircraft Company,

"Obligor" means Lessee and/or Corporate Guarantor,

"Operative Document" means.

(a) the lease agreement, dated 13 May 2005 as amended by the Deed, by which the Assignor agreed to lease the Aircraft from the Assignee (the "Lease");

(b) the Security Documents;

(c) the aircraft purchase agreement assignment being the assignment dated on or about the date of the Lease between (i) the Assignor as purchaser and (ii) the Assignee as seller (the "Aircraft Purchase Agreement Assignment"),

(d) the acceptance certificate being a certificate substantially in the Agreed Form (the "Acceptance Certificate"),

Continued on continuation sheet 3

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Statement of satisfaction in full or in part of a charge

A3

Short particulars of the property or undertaking charged

Short particulars

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

(e) the notice of the Lease and the acknowledgment and consent of the Manufacturer thereto and the agreement of the Assignor and the Assignee to the terms of such consent substantially in the form set out in schedule 2 to the Purchase Agreement Assignment ("**Notice, Acknowledgment and Consent**");

(f) the tripartite agreement means the agreement to be entered into between (i) the Lessor (ii) the Lessee and (iii) the Manager in the Agreed Form,

(g) the management agreement means the agreement to be entered into between the Manager and Lessee in respect of the operation of the Aircraft the "**Management Agreement**",

(h) the maintenance contract means the agreement to be entered into between (i) the Maintenance Contractor and (ii) the Manager or as the case may be, Lessee (and approved by Lessor) in respect of the maintenance of the Aircraft (the "**Maintenance Contract**"),

(i) the lessee and manager letter agreement means the letter agreement dated on or about the date of the Deed between Previous Lessor, the Lessee, the Manager and the Lessor (the "**Lessee and Manager Letter Agreement**"),

(j) the maintenance service plan contract entered into or to be entered into between (i) the MSP Contractor (ii) the Manager, or as the case may be, the Lessee and approved by the Lessor acting reasonably; (the "**Maintenance Service Plan Contract**"; and

(k) any schedules or documents executed pursuant to the Lease and expressly designated as an Operative Document, any notices or certificates from time to time issued by the Assignor pursuant to the Lease, and any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed by the Assignor with respect to the Operative Documents,

"Part" means, whether or not for the time being installed on the Aircraft

(a) any component, furnishing or equipment (other than a complete Engine) furnished with the Aircraft on the Delivery Date; and

(b) any other component, furnishing or equipment (other than a complete Engine) title to which has, or should have, passed to the Lessor pursuant to the Lease, but excludes any such items, title to which has or should have, passed to the Assignor pursuant to the Lease;

"Previous Lessor" means RBS Aerospace Limited,
Continued on continuation sheet 4

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Statement of satisfaction in full or in part of a charge

A3	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>"Requisition Compensation" means any proceeds of requisitions (whether for title, use, hire or otherwise) confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft or any part thereof;</p> <p>"Security Documents" means the Security Assignment, the Corporate Guarantee, the Share Charge, any schedules or documents executed pursuant to the Lease or any of the foregoing and expressly designated as a Security Document, and any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed by the Lessee;</p> <p>"Secured Obligations" means all monies, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Assignor or any Obligor in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety On any account whatsoever pursuant to the Lease, the Security Assignment or any other Operative Document, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Assignor or any Obligor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Assignor or any Obligor) of any of its obligations under the Lease, the Security Assignment or any other Operative Document; and (i) (except as expressly otherwise provided) references to the Secured Obligations include references to any of them, and (ii) any amount expressed to be payable by Assignor or any Obligor under any Operative Document shall be deemed to form part of the Secure Obligations notwithstanding that the liability of or recourse to the Assignor or any Obligor or its assets in respect thereof is limited by any provision of any Operative Document, and</p> <p>"Share Charge" means charge by way of security to be given by the Corporate Guarantor in favour of Lessor in respect of the shares in Lessee.</p>	