

MR04

Statement of satisfaction in full or in part of a charge



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19/04/2013

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COMPANIES HOUSE

✓ **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 or
charge against an LLP Use form
LL MR04

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details

Company number 0 5 8 7 9 1 4 9
Company name in full Docklands Aviation Group Limited
(the "Company")

3

→ **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 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 01 07 20 04 20 09

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 property debenture dated 17 April 2009 (the
"Debenture") made by the Company in favour of The
Royal Bank of Scotland plc, or any other person for
the time being appointed, as security trustee for
the Secured Parties on the terms and conditions set
out in the Intercreditor Agreement (the "Security
Trustee").

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

A3

Short particulars of the property or undertaking charged

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

Short particulars

(A) FIXED CHARGES

In the Debenture, the Company has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property

(B) FURTHER ASSURANCE

The Debenture contains covenants for further assurance,

(C) NEGATIVE PLEDGE

The Debenture contains a negative pledge covenant

DEFINITIONS

"**Additional Borrower**" means a company which becomes a Borrower in accordance with the terms of the Facility Agreement

"**Additional Guarantor**" means a company which becomes a Guarantor in accordance with the terms of the Facility Agreement

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"**Ancillary Facility**" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Facility Agreement

"**Ancillary Lender**" means each Senior Lender (or Affiliate of a Senior Lender) which makes an Ancillary Facility available in accordance with the terms of the Facility Agreement

"**Borrower**" means Clover BidCo Limited, the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with the terms of the Facility Agreement

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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)

Vanja

Surname

Wheatcroft

Please give the address of the person delivering this statement

Building name/number

Linklaters LLP

Street

One Silk Street

Post town

London

County/Region

London

Postcode

E C 2 Y 8 H Q

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

Person's interest in the charge

Solicitor for the Company

C3

Signature

Please sign the form here

Signature

Signature

X LINKLATERS LLP

X

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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 Vanya Wheatcroft

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country UK

DX 10 London/City

Telephone 020 7456 2000



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



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



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
	<p>"Charged Property" means all of the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p>"Equityco Liabilities" means all Liabilities owed by Clover BidCo Limited to Clover EquityCo (including under any HoldCo Loan)</p> <p>"Facilities" means the loan facilities made available under the Facility Agreement</p> <p>"Facility Agent" means The Royal Bank of Scotland plc</p> <p>"Facility Agreement" means the facility agreement dated 28 November 2006 made between Clover BidCo Limited as original borrower and original guarantor, the Company as original borrower and guarantor, Credit Suisse and The Royal Bank of Scotland plc as mandated lead arrangers, certain banks and financial institutions named therein as lenders and The Royal Bank of Scotland plc as facility agent, issuing bank and security trustee as amended, varied, novated or supplemented from time to time</p> <p>"Finance Documents" means each of the Intercreditor Agreement, the Senior Finance Documents, the Security Documents, any agreement evidencing the terms of the Subordinated Liabilities and any other document designated as such by the Security Trustee and Clover BidCo Limited</p> <p>"Group" means Clover BidCo Limited and others, as defined in the Facility Agreement</p> <p>"Guarantor" means Clover BidCo Limited, the Company or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the terms of the Facility Agreement</p> <p>"Hedge Counterparty" means a person that is a Lender or an Affiliate of a Lender at the time of entering into a Hedging Agreement and which becomes a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p>"Hedging Agreement" means any agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the Hedging Strategy Letter</p> <p>(continued)</p>

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Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

"Hedging Strategy Letter" means the letter dated 29 November 2006 between the Company and the Facility Agent, setting out the hedging strategy in relation to the Facilities

"HoldCo Loan" means a loan made by CloverCo Limited to Clover BidCo Limited which is subordinated on the terms of the Intercreditor Agreement or otherwise to the satisfaction of the "Majority Lenders" as defined in the Facility Agreement

"Holding Company" means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"Intercreditor Agreement" means the intercreditor agreement dated 29 November 2006 and made between, among others, Clover BidCo Limited, the other Obligors, the Security Trustee, the Facility Agent, the Mandated Lead Arrangers, the Lenders, the Hedge Counterparties, Clover EquityCo Limited and certain others

"Intra-Group Lenders" means each member of the Group which has made available a loan to an Obligor and which is named on the signing pages as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with Clause 17 (*Change of Parties*) of the Intercreditor Agreement

"Intra-Group Liabilities" means the Liabilities owed by any Obligors to any of the Intra-Group Lenders (other than EquityCo Liabilities)

"Issuing Bank" means The Royal Bank of Scotland plc

"Lender" means

- (a) any of Credit Suisse or The Royal Bank of Scotland plc, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 29 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement

"Liabilities" means all present and future liabilities and obligations at any time of any Obligor to any Senior Creditor or Subordinated Lender, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>(a) any refinancing, novation, deferral or extension,</p> <p>(b) any claim for damages or restitution, and</p> <p>(c) any claim as a result of any recovery by any Obligor or a payment or discharge on the grounds of preference,</p> <p>and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings</p> <p>"Mandated Lead Arrangers" means Credit Suisse and The Royal Bank of Scotland plc (whether acting individually or together)</p> <p>"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 5 (<i>Further Assurance</i>) of the Debenture substantially in the form of Schedule 1 (<i>Form of Legal Mortgage</i>) to the Debenture</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Party" means a party to the Facility Agreement</p> <p>"Real Property" means</p> <p>(a) any freehold, leasehold or immovable property, and</p> <p>(b) to the extent owned by the Company, any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,</p> <p>and includes all Related Rights</p> <p>"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) the proceeds of sale of any part of that asset,</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(continued)</p>

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>(d) any monies and proceeds paid or payable in respect of that asset</p> <p>"Secured Obligations" means all obligations which each Obligor may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture) and any Mortgage including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by each Obligor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities. Provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law</p> <p>"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Facility Agent, each Ancillary Lender, the Issuing Bank, the Hedge Counterparty and each Lender from time to time party to the Facility Agreement provided that in the case of the Facility Agent and Lenders such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Security Documents" means</p> <p>(a) each of the Transaction Security Documents,</p> <p>(b) any other document entered into at any time by any of the Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and</p> <p>(continued)</p>

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>(c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above</p> <p>"Senior Creditors" means the Senior Lenders and the Hedge Counterparties</p> <p>"Senior Lenders" means each Lender, Issuing Bank and Ancillary Lender</p> <p>"Senior Finance Documents" means the "Finance Documents" as defined in the Facility Agreement</p> <p>"Subordinated Lenders" means Clover EquityCo Limited and the Intra-Group Lenders</p> <p>"Subordinated Liabilities" means the Intra-Group Liabilities and EquityCo Liabilities</p> <p>"Subsidiary" means in relation to any company or corporation, a company or corporation</p> <p>(a) which is controlled, directly or indirectly, by the first mentioned company or corporation,</p> <p>(b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or</p> <p>(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,</p> <p>and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body</p> <p>"Transaction Security Documents" means each of the documents listed as being a "Transaction Security Document" in the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents</p> <p>(end)</p>	