

MG02

Statement of satisfaction in full or in part of mortgage or charge

☒ **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

☐ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in full or in
part of a fixed charge mortgage on a
company registered in Scotland. If you
do this, please use form MG02s

MONDAY



LD4 *L1K3A1EP*

22/10/2012

#5

COMPANIES HOUSE

1

Company details

Company number 01777777
Company name in full BRITISH AIRWAYS PLC (the "Lessee")

426 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 d2 d4 m0 m4 y2 y0 y0 y2
Description ① DEED OF ASSIGNMENT OF INSURANCES IN RELATION TO
AIRCRAFT WITH MSN NO 1594 AND R/M G-EUOG (the "Deed")
Date of registration ② d0 d9 m0 m5 y2 y0 y0 y2

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 NBB ISLAY LEASE CO, LTD (the "Lessor")
Address 1-11-1 NIHONBASHI, CHUO-KU, TOKYO 103-0027, JAPAN

Postcode

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

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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

All of the Lessee's right, title and interest, present and future, to, and in respect of proceeds arising, under

(a) all Insurances (other than third party liability insurances) and all benefits thereof (but for the avoidance of doubt the Deed does not constitute an assignment of any policies of insurance but only of the benefit, rights, title, interest and proceeds thereunder insofar as the same relate to the Aircraft), and

(b) any Requisition Compensation relating to the Aircraft

Please see continuation pages for definitions

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X  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 PJ/RXT/NXZM

Company name
SLAUGHTER AND MAY

Address ONE BUNHILL ROW

Post town LONDON

County/Region

Postcode E C 1 Y 8 Y Y

Country UNITED KINGDOM

DX

Telephone +44 (0)20 7600 1200



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
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ 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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Please give the short particulars of the property mortgaged or charged

Short particulars

SCHEDULE OF DEFINED TERMS: MSN 1594

In this Form MG02

A Account means the Dollar account number 161 of the Lessor with the Account Bank or such other account as the Lessor (with the written agreement of the Security Trustee) or the Security Trustee may from time to time designate in writing to the Lessee by not less than ten (10) Business Days prior notice,

Acceptance Certificate means the delivery acceptance certificate dated 25 April 2002 and given by the Lessor to the Lessee,

Account Bank means The Nomura Trust and Banking Co, Ltd, Tokyo or such other bank as may from time to time be designated by the Lessor with the prior written consent of the Security Trustee,

Airbus means Airbus G I E,

Aircraft means, collectively, the Airframe, the Engines (whether or not attached to or installed on the Airframe or another airframe) and, where the context admits, the Aircraft Documents,

Aircraft Documents means

(a) all of the documentation set forth or referred to in schedule 2 to the Aircraft Lease Agreement,

(b) all technical data, manuals supplied by the Manufacturer, the Engine Manufacturer or any other manufacturer or supplier, logs, records, computer data media and other materials and documents kept by the Lessee or required to be kept with respect to the Aircraft or any part thereof whether in compliance with any applicable law or the Aircraft Lease Agreement or any requirement for the time being of the Aviation Authority or otherwise,

Aircraft Lease Agreement means the aircraft lease agreement dated 24 April 2002 between the Lessor and the Lessee relating to the Aircraft,

Aircraft Sale Agreement means the sale agreement dated 24 April 2002 entered into between the Lessor and the Lessee relating to the Aircraft,

Airframe means the airframe described in schedule 1 of the Aircraft Lease Agreement (being one (1) Airbus A319 100 Aircraft with manufacturer's serial number 1594 and registration mark G-EUOG) including all Parts of whatever nature relating thereto (except Engines or engines),

Assignment of Insurances means the Assignment dated 24 April 2002 entered into between the Lessor and the Lessee relating to the Aircraft,

Aviation Authority means all and any of the authorities, government departments, committees or agencies which under the laws of the State of Registration shall from time to time

(a) have control or supervision of civil aviation in that state, or

(b) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, the Aircraft,

Banks means the Security Trustee and any other bank or financial institution to which all or any part of any such Bank's or any other Bank's rights under the Loan Agreement are assigned or rights and/or obligations under the Loan Agreement are transferred pursuant to Clause 15 (*Transfer*) of the

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4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Loan Agreement and Bank shall be construed accordingly,</p> <p>Business Day means a day, other than a Saturday or Sunday and which is not a public holiday, on which banks are open in London, Frankfurt, Tokyo and New York City for business of the nature required by the Operative Documents,</p> <p>Confirmation of Sale means the acknowledgement of sale, dated the Delivery Date, in respect of the Aircraft executed or to be executed by the Lessee pursuant to the Aircraft Sale Agreement,</p> <p>Compulsory Acquisition means requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Aircraft, any Engine or any Part by any Government Entity or other competent authority, whether <i>de jure</i> or <i>de facto</i> but shall exclude requisition for use or hire not involving requisition of title,</p> <p>Delivery means delivery of the Aircraft by the Lessor to the Lessee pursuant to the Aircraft Lease Agreement,</p> <p>Delivery Date means 25 April 2002,</p> <p>Dollars and the sign "\$" mean the lawful currency for the time being of the United States of America,</p> <p>Engine means (a) each of the two (2) engines of the manufacture and model and having the respective manufacturer's serial numbers described in schedule 1 of the Aircraft Lease Agreement, being L/H V11 080 and R/H V11 078 and (b) any other engine which becomes the property of the Lessor in accordance with the Aircraft Lease Agreement (in the case of any such engine referred to in (a) or (b) above, whether or not from time to time installed on or attached to the Airframe or any other airframe) and (c) insofar as the same belong to the Lessor, all Parts of whatever nature from time to time relating to an engine referred to in (a) or (b) above (whether or not from time to time installed on or attached to an engine referred to in (a) or (b) above), but excluding any Engine or Part which has ceased to be subject to the Aircraft Lease Agreement,</p> <p>Engine Manufacturer means International Aero Engines AG,</p> <p>Facility Agent means Kreditanstalt für Wiederaufbau in its capacity as facility agent for the Banks,</p> <p>Government Entity means and includes (whether having distinct legal personality or not) any national or local government authority, board, commission, department, division, organ, instrumentality, court or agency and any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any of the foregoing is subject or in whose activities any of the foregoing is a participant,</p> <p>Guarantee No 1 means the guarantee dated 24 April 2002 in respect of certain obligations of the Lessor executed by the Guarantor in favour of the Security Trustee,</p> <p>Guarantee No 2 means the guarantee dated 24 April 2002 in respect of certain obligations of the lessor executed by the Guarantor in favour of the Lessee,</p> <p>Guarantor means Nomura Babcock & Brown Co , Ltd,</p> <p>Insurances means (i) any and all contracts or policies of insurance required pursuant to the Aircraft Lease Agreement to be taken out or maintained in respect of, or in relation to, the Aircraft, any</p>

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Short particulars

Engine or any Part and (ii) all the benefits of, and all claims under, and the right to make all claims under, all such policies and contracts of insurance,

Lessee Documents means the Operative Documents to which the Lessee is or will be a party,

Loan Agreement means the loan agreement dated 24 April 2002 entered into between the Lessor as borrower and Kreditanstalt für Wiederaufbau as Security Trustee, Facility Agent, and Bank relating to the Aircraft,

Manufacturer means Airbus,

Mortgage means the mortgage dated 25 April 2002 over the Aircraft executed by the Lessor in favour of the Security Trustee,

Operative Documents means (i) the Confirmation of Sale, the Aircraft Sale Agreement, the Guarantee No 1, the Guarantee No 2, the Loan Agreement, the Aircraft Lease Agreement, the Acceptance Certificate and the Security Documents, (ii) any other document, instrument or agreement which is entered into on or before the Delivery Date between any of the parties to the Operative Documents referred to in (i) above for the primary purpose of hedging such party's interest rate exposure under any of the Operative Documents referred to in (i) above and (iii) any other document, instrument or agreement which is agreed in writing by the Lessor, the Lessee and the Security Trustee to be an Operative Document,

Part means (a) any part, component, appliance, APU, accessory, module, instrument, furnishing, appurtenance, or other item of equipment of whatever nature (other than complete Engines or other engines) installed or incorporated in or attached to the Airframe or an Engine at Delivery, or, if not so installed, incorporated in or attached at Delivery, delivered with the Airframe or any Engine at Delivery, and (b) any substituted, renewed or replacement part, component, appliance, APU, accessory, module, instrument, furnishing, appurtenance or other item of equipment (other than complete Engines or other engines) at any particular time installed or incorporated in or attached to the Airframe or an Engine and which in accordance with the Aircraft Lease Agreement become the property of the Lessor, or, in the case of (a) and (b) above, which, having been removed therefrom, remains the property of the Lessor pursuant to the Aircraft Lease Agreement **provided that** Part does not include any additional item of equipment as referred to in Clause 14 4 (*Additions*) of the Aircraft Lease Agreement which does not become the property of the Lessor and Parts which have ceased to be subject to the Aircraft Lease Agreement,

Pledge Agreement means the account pledge agreement dated 24 April 2002 in respect of the A Account entered or to be entered into between the Lessor and the Security Trustee,

Requisition Compensation means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Aircraft, any Engine or any Part,

Security Assignment means the security assignment dated 24 April 2002 over, *inter alia*, certain of the Lessor's rights under the Aircraft Lease Agreement entered into by the Lessor and the Security Trustee together with all notices and acknowledgements to be issued or given thereunder,

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Security Documents means the Security Assignment, the Mortgage, the Pledge Agreement, the Deed and any other document, instrument or agreement which is agreed in writing by the Lessor, the Lessee and the Security Trustee to be a Security Document and any notices, acknowledgements, consents, certificates or confirmations from time to time entered into under, pursuant to or in connection with any thereof,

Security Trustee means Kreditanstalt für Wiederaufbau in its capacity as security trustee for the Banks, and

State of Registration means the United Kingdom or any other state or territory from time to time with whose Aviation Authority the Aircraft is registered in accordance with the provisions of Clause 15 (*Registration*) of the Aircraft Lease Agreement