

MR04

Statement of satisfaction in full or in part of a charge

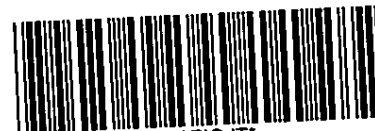


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **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 satisfact
in full or in part of a mortgage or
charge against an LLP Use form
LL MR04

THURSDAY



LD3 *L39FIQJT* 05/06/2014 #62
COMPANIES HOUSE

1 Company details

Company number 01777777

Company name in full British Airways Plc
(the "Chargor")

504

→ **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 17/03/2004

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 Debenture dated 17th March, 2004 between the Chargor and
AVG Irish Equipment Leasing No 1 (the "Chargee") (the
"Debenture")

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	
Short particulars	<p>Clause 3 1 (Fixed Charges) The Chargor hereby charges with full title guarantee in favour of the Chargee with the discharge of the Secured Obligations, by way of first legal mortgage all the Chargor's right, title and interest from time to time in the Real Property</p> <p>Clause 3 2 (Assignment by way of Security) To the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 3 1 the Chargor assigns and agrees to assign absolutely with full title guarantee to the Chargee (for and on behalf of the Secured Parties) (to the fullest extent assignable or capable of assignment without infringing any contractual provisions restricting the same (unless any applicable consent or waiver to any such assignment has been granted)), as security for the payment and discharge of the Secured Obligations, the benefit of all its right, title and interest to, in and under all present and future agreements, contracts, deeds, licenses, undertakings, guarantees, covenants, warranties, representations and other documents entered unto by, given to or otherwise benefitting the Chargor in respect of the Real Property</p> <p>Clause 3 3 (Fixed Charges) To the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 3 1 or effectively assigned pursuant to clause 3 2 the Chargor charges with full title guarantee in favour of the Chargee (for and on behalf of the Secured Parties), with the payment and discharge of the Secured Obligations, by way of fixed legal charge, all present and future (i) rights, title and interest in, to and under the Real Property, (ii) Rental Income and the right to make demand for and receive the same, and (iii) all insurance policies relating to the Real Property and the proceeds of the same</p> <p>Clause 4 1 (Further Assurance General) 4 1 1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in clause 4 1 2 below 4 1 2 The Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Trustee may reasonably specify (and in such form as the Trustee may reasonably require in favour of the Trustee or its nominee(s)) (a) to perfect the security created or intended to be created in respect of the Charged Property, and/or (b) to facilitate the realisation of the Charged Property</p> <p>Clause 4 2 (Necessary Action) The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Trustee by or pursuant to the Debenture</p> <p>Please see the continuation pages</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>

MR04

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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)

Stephen

Surname

Chance

Please give the address of the person delivering this statement

Building name/number

Clifford Chance

Street

Mainzer Landstraße 46

Post town

Frankfurt am Main

County/Region

Germany

Postcode

6 0 3 2 5 □ □ □ □

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

Person's interest in the charge

Solicitor representing the Chargor

C3

Signature

Please sign the form here

Signature

Signature

X *A. Ford Chance*

X

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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 **Stephen Chance (41-40569914)**

Company name **Clifford Chance**

Address **Mainzer Landstraße 46**

Post town **Frankfurt am Main**

County/Region **Germany**

Postcode **6 0 3 2 5**

Country **Germany**

DX

Telephone **+49 69 7199 3199**



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

MR04 - continuation page

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Short particulars

Clause 4 3 (Implied Covenants for Title)

The obligations of the Chargor under the Debenture shall be in addition to the covenants for title deemed to be included in the Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 provided that the covenant set out in Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 3

Clause 5 1 (Negative Pledge)

The Chargor undertakes that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any further security over all or any part of the Charged Property

Clause 5 2 (No disposal of Interests)

The Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture

5 2 1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Real Property,

5 2 2 knowingly create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Real Property, or

5 2 3 knowingly (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Real Property or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, Real Property, which may, in each case, be reasonably likely to have a Material Adverse Effect

"Charged Property" means the property of the Chargor which is the subject of the security created or expressed to be created in favour of the Trustee by or pursuant to clause 3 of the Debenture

"Material Adverse Effect" means any event or circumstance which,

(a) is materially adverse to the ability of the Chargor or the Option Holder to perform any of its payment obligations under any Operative Document, or

(b) is materially prejudicial to the security created by, and interests of the Trustee and the Secured Parties under the Debenture,

"Real Property" means the freehold property comprising the part of land and buildings shown for the purposes of identification only edged red on the attached plan and forming part of the property known as Cranebank, The Parkway, Hounslow and being part of the property registered at HM Land Registry under title number AGL83701 and includes all Related Rights,

"Related Rights" means, in relation to any asset (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset so far as the same are capable of being mortgaged or charges or assigned, and (d) any moneys and proceeds paid or payable in respect of that asset,

MR04 - continuation page

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Short particulars

"Rental Income" means all sums paid or payable to or for the benefit of the Chargor arising from the letting, use or occupation of all or any part of the Real Property, including, without limitation (a) rents, licence fees and equivalent sums reserved or made payable, (b) sums received from any deposit held as security for performance of any tenant's obligations, (c) proceeds of insurance in respect of loss of rent or interest on rent, (d) receipts from or the value of consideration given for the grant, surrender or variation of any lease, (e) proceeds paid by way of reimbursement of service charge expenses, (f) proceeds paid for a breach of covenant or dilapidations under any lease in relation to the Real Property and for expenses incurred in relation to any such breach, (g) any contribution to a sinking fund paid by an occupational tenant under an occupational lease, (h) any contribution by an occupational tenant of the Real Property to ground rent due under any lease out of which the Chargor derives its interest in the Real Property, (i) any payment from a guarantor or other surety in respect of any of the items listed in this definition, (j) interest, damages or compensation in respect of any of the items in the definition, and (k) any VAT payable on any sum mentioned in this definition,

"Secured Obligations" means all obligations covenanted to be discharged by the Chargor which have become due and owing to the Chargee or the German Investor by the Chargor or by the Option Holder under or pursuant to the Lease Agreement or the Option Agreement or the other Operative Documents or the Debenture PROVIDED THAT neither such covenant nor the security constituted by the Debenture 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,

"German Investor" means HSH Nordbank AG,

"Lease Agreement" means the lease agreement relating to fourteen flight-training simulators dated on or about the date of the Debenture and made between the Chargee as lessor (1) and the Chargor as lessee (2),

"Operative Documents" has the meaning ascribed to it in the Lease Agreement,

"Option Agreement" means the option agreement dated on or about the date of the Debenture and made between the Option Holder (1) and the Chargee (2),

"Option Holder" means British Airways Leasing Limited (registered in England and Wales with company number 04150220),

"Secured Parties" means, together, the Trustee and the German Investor, and

"Trustee" means AGV Irish Equipment Leasing No 1 (an unlisted company incorporated and existing under the laws of the Republic of Ireland)