

# 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](http://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

THURSDAY



LD3      \*L39FIQK1\*      #63  
05/06/2014  
COMPANIES HOUSE

SOS

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals  
  
All fields are mandatory unless  
specified or indicated by \*

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

### 1 Company details

Company number    0   1   7   7   7   7   7   7  
Company name in full    British Airways Plc  
   (the "Assignor")

### 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

## 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    1   5   0   3   2   0   0   4

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    An assignment of insurances (the "Assignment of  
Insurances") dated 15 March 2004 between the Assignor and  
AGV Irish Equipment Leasing No 1 in its capacity as trustee  
for and on behalf of the Secured Parties (the "Assignee")

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

**MR04**

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**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

As security for payment and discharge of the Secured Obligations, the Assignor, with full title guarantee, assigned and agreed to assign absolutely by way of security to the Assignee (for the benefit of the Secured Parties) the Collateral

To the extent that any of the Collateral is not so assigned, as security for payment and discharge of the Secured Obligations, the Assignor charged, with full title guarantee and by way of first fixed charge, in favour of the Assignee (for the benefit of the Secured Parties) of the Collateral

The Assignment of Insurances contains covenants for further assurances and protection of security and a negative pledge.

Please see the continuation pages.

**Statement of satisfaction in full or in part of a charge**

<b>B1</b>	<b>Charge code</b>
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**Charge code ①**

				-				-				
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This is the unique reference code allocated by the registrar

C1	Satisfaction
----	--------------

[x] In full

☐ In part

C2	Details of the person delivering this statement and their interest in the charge

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			
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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 Clifford 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 (41-40969914)**

Company name **Clifford Chance**

Address **Mainzer Landstraße 46**

Post town **Frankfurt am Main**

County/Region **Germany**

Postcode 

6	0	3	2	5			
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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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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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

#### DEFINITIONS USED IN FORM MR04 AND CONTINUATIONS NOT OTHERWISE DEFINED THEREIN

"Account Bank" means HSH Nordbank AG

"Collateral" means all proceeds of, all claims under, and the right to make all claims under the Insurances but, for the avoidance of doubt, shall not include the policies and contracts of insurance themselves

"Cranebank Properties" has the meaning given to the term "Real Property" in the Lessee Mortgage

"German Investor" means HSH Nordbank AG

"Insurances" means all policies and contracts of insurance (other than third party liability insurance) that are, pursuant to the Lease Agreement, required to be taken out or maintained in respect to each Simulator

"Lease Agreement" means the lease agreement dated on or about 15 March 2004 between the Assignee as lessor and the Assignor as lessee in respect of the Simulators

"Lessor Charge" means each lessor charge in respect of a Simulator dated on or about 15 March 2004 between the Assignee as chargor and the Assignor as chargee

"Lessee Mortgage" means the lessee mortgage over the Cranebank Properties dated on or about 15 March 2004 between the Assignor as mortgagor and the Assignee as mortgagee

"Manuals and Technical Records" means, in respect of a Simulator all manuals, records, logs, technical data, drawings and other materials and documents relating to such Simulator kept by or required to be kept by the Assignor in compliance with any applicable law, the Lease Agreement or otherwise

"Obligors" means the Assignor and the Option Holder and "Obligor" shall mean each or either of them

"Operative Documents" means (i) the Lease Agreement, the Purchase Agreement, the Purchase Option Agreement, the Residual Value Agreement, the Remarketing Agreement, the Sterling Account Pledge Agreement, each Lessor Charge, the Lessee Mortgage, the Assignment of Insurances and (ii) any other document, instrument or agreement which is agreed in writing by the Assignee, the Assignor and the German Investor to be an Operative Document

"Option Holder" means British Airways Leasing Limited

"Purchase Agreement" means the purchase agreement dated on or about 15 March 2004 made between the Assignor and the Assignee pursuant to which the Assignor has agreed to sell the Simulators to the Assignee

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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><b>"Purchase Option Agreement"</b> means the purchase option agreement dated on or about 15 March 2004 between the Assignee and the Option Holder</p> <p><b>"Remarketing Agent"</b> means Pearl Aviation Limited</p> <p><b>"Remarketing Agreement"</b> means the remarketing agreement dated on or about 15 March 2004 between the Assignee and the Remarketing Agent</p> <p><b>"Residual Value Agreement"</b> means the residual value agreement dated on or about 15 March 2004 made between the Assignor, the Remarketing Agent and the Assignee</p> <p><b>"Secured Parties"</b> means the Assignee and the German Investor and <b>"Secured Party"</b> shall mean each or either of them</p> <p><b>"Secured Obligations"</b> means all moneys in any currency, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by an Obligor to any of the Secured Parties, actually or contingently, with another or others, as principal or surety, on any account whatsoever under the Lease Agreement or any of the other Operative Documents or as a consequence of any breach, non performance, disclaimer or repudiation by any Obligor (or by a liquidator, administrative receiver, administrator, examiner or any similar officer in respect of any Obligor) of any of such Obligor's obligations owed to any of the Secured Parties under the Lease Agreement or any of the other Operative Documents</p> <p><b>"Simulator I"</b> means the A-320 flight-training simulator bearing CAA Code BA248 together with the Manuals and Technical Records and installed Software</p> <p><b>"Simulator II"</b> means the A-320 flight-training simulator bearing CAA Code BA270 together with the Manuals and Technical Records and installed Software</p> <p><b>"Simulator III"</b> means the B737-436 flight-training simulator bearing CAA Code BA149 together with the Manuals and Technical Records and installed Software</p> <p><b>"Simulator IV"</b> means the B737-436 flight-training simulator bearing CAA Code BA213 together with the Manuals and Technical Records and installed Software</p> <p><b>"Simulator V"</b> means the B737-436 flight-training simulator bearing CAA Code BA123 together with the Manuals and Technical Records and installed Software</p> <p><b>"Simulator VI"</b> means the B737-436 flight-training simulator bearing CAA Code BA139 together with the Manuals and Technical Records and installed Software</p>	

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A3	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>"<b>Simulator VII</b>" means the B737-436 flight-training simulator bearing CAA Code BA179 together with the Manuals and Technical Records and installed Software</p> <p>"<b>Simulator VIII</b>" means the B737-436 flight-training simulator bearing CAA Code BA214 together with the Manuals and Technical Records and installed Software</p> <p>"<b>Simulator IX</b>" means the B-757 flight-training simulator bearing CAA Code BA085 together with the Manuals and Technical Records and installed Software</p> <p>"<b>Simulator X</b>" means the B-757 flight-training simulator bearing CAA Code BA124A together with the Manuals and Technical Records and installed Software</p> <p>"<b>Simulator XI</b>" means the B-767 flight-training simulator bearing CAA Code BA153 together with the Manuals and Technical Records and installed Software</p> <p>"<b>Simulator XII</b>" means the B-777 flight-training simulator bearing CAA Code BA192 together with the Manuals and Technical Records and installed Software</p> <p>"<b>Simulator XIII</b>" means the B-777 flight-training simulator bearing CAA Code BA230 together with the Manuals and Technical Records and installed Software</p> <p>"<b>Simulator XIV</b>" means the B-777 flight-training simulator bearing CAA Code BA267 together with the Manuals and Technical Records and installed Software</p> <p>"<b>Simulators</b>" means Simulator I, Simulator II, Simulator III, Simulator IV, Simulator V, Simulator VI, Simulator VII, Simulator VIII, Simulator IX, Simulator X, Simulator XI, Simulator XII, Simulator XIII and Simulator XIV and, "<b>Simulator</b>" shall mean each or any of them</p> <p>"<b>Software</b>" means any programme or other information stored on tapes, discs, documents or other material, in machine-readable or other form relating to movement, visuals or operational and flight characteristics which is required to operate a Simulator, together with any warranties relating to such Software and any updates of such Software</p> <p>"<b>Sterling Account Pledge Agreement</b>" means the Sterling account pledge agreement dated on or about 15 March 2004 made between the Assignee, the Assignor and the Account Bank</p>	