

MR04

Statement of satisfaction in full or in part of
a charge

Laserform

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 satisfaction
in full or in part of a mortgage
charge against an LLP. Use
LL MR04.

TUESDAY



A3NTMOOR

A13

30/12/2014

#44

COMPANIES HOUSE

1 Company details

Company number 0 2 4 3 1 8 5 8
Company name in full Southampton International Airport Limited

4 → **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

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

Charge creation date d1 d6 m0 m9 y2 y0 y0 y8

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number*

A3 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 mortgage by way of a deed

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

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A4

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

Please refer to schedule 2 (short particulars of all the property mortgaged or charged) attached

Defined terms are set out in schedule 3 (Definitions) attached

Continuation page

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

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 ❶

- -

❶ Charge code

This is the unique reference code allocated by the registrar

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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	
Name	Director of Southampton International Airport Ltd	
	Please give the address of the person delivering this statement	
Building name/number	Southampton Airport	
Street	Wide Lane	
Post town	Southampton	
County/Region		
Postcode	S O 1 8 2 N L	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Chargor	

C3**Signature**

Please sign the form here

Signature

Signature

X *Nicholas Ash***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

Laura McNALLY

Company name

Allenxvery LLP

Address

ONE BISHOPS SQUARE

Post town

LONDON

County/Region

LONDON

Postcode

E1 6AD

Country

LONDON

DX

Telephone

020 3088 4048

**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 given the charge number (if appropriate)
☒ You have completed the Description of instrument and Short particulars in Sections A3 and A4

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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A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged	
	Schedule 2 and 3 TO BE INSERTED	

SCHEDULE 2

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. FIXED SECURITY

The Company charges with full title guarantee, subject where applicable to the First Mortgage, in favour of the Security Trustee as security for the payment and discharge of the Secured Obligations, by way of first (or in the case of Mortgaged Property which is subject to the First Mortgage, second) legal mortgage the Mortgaged Property

2. ADDITIONAL ASSIGNMENT RELATING TO REAL PROPERTY

The Company assigns with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations (subject to obtaining any necessary consent to that assignment from any third party) all the Company's right, title and interest from time to time in and to all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future in order to enable the Security Trustee to perfect its rights thereunder or under the Mortgage) entered into by or given to the Company in respect of the Real Property including all

- 2 1 claims, remedies, awards or judgments paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable to the Company in respect of the items referred to), and
- 2 2 guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery,

in each case, relating to all or any part of the Real Property

SCHEDULE 3

DEFINITIONS

"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

"Agent" means the Senior Agent and each Permitted Additional Debt Facility Agent

"Ancillary Facility" means any ancillary facility defined as such in the Senior Facilities 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 Senior Facilities Agreement

"Any Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (Further Assurance) of the Debenture substantially in the form of Schedule 2 (Form of Legal Mortgage) of the Debenture

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

"Creditor Accession Undertaking" means an undertaking in substantially the form set out in the Intercreditor Agreement

"Debenture" means the debenture made by Southampton International Airport Limited, Aberdeen Airport Limited, Edinburgh Limited and Glasgow Airport Limited in favour of the Security Trustee dated 16 September 2008

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

"First Mortgage" means the mortgage granted in favour of Law Debenture Trust Corporation plc over certain of the Mortgaged Property

"Finance Document" means each of the Intercreditor Agreement, the Senior Finance Documents, the Security Documents, the Permitted Additional Debt Documents, any agreement evidencing the terms of the Intra-Group Liabilities or the Subordinated Liabilities and any other document designated as such by the Security Trustee and BAA (NDH1) Limited

"Group" means BAA (NDH1) Limited and its Subsidiaries

"Hedge Counterparties" means each financial institution named on the signing pages of the Intercreditor Agreement as a Hedge Counterparty and any financial institution which becomes a party in accordance with the terms of the Intercreditor 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 made between, among others, BAA (NDH1) Limited, the Parent and the Security Trustee dated 14 August 2008

"Intra-Group Lenders" means each member of the Group which has made a loan available to, granted credit to or made any other financial arrangement having similar effect with an Obligor (other than the Parent) and which is named on the signing pages of the Intercreditor Agreement as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with the terms of the Intercreditor Agreement

"Intra-Group Liabilities" means the Liabilities owed by any member of the Group that is an Obligor to any of the Intra-Group Lenders

"Issuing Bank" means each Senior Lender which is an Issuing Bank in accordance with the terms of the Senior Facilities Agreement

"Lenders" means the Senior Lenders, the Permitted Additional Debt Lenders, the Intra-Group Lenders and the Subordinated Lender

"Liabilities" means all present and future liabilities and obligations at any time of any Obligor to any Lender or Hedge Counterparty under the Finance Documents, 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

- (a) any refinancing, novation, deferral or extension,
- (b) any claim for damages or restitution, and
- (c) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference,

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

"Mortgaged Property" means

- (a) the freehold property with title number HP411185,
- (b) the freehold property with title number HP628421,
- (c) the leasehold property with title number HP479576,
- (d) the leasehold property with title number HP422724, and
- (e) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such properties named in (a) to (d) above,

and includes all Related Rights Certain of the Mortgaged Property (being the "Properties" as defined in the Deed of Priority) is subject to the First Mortgage

"Obligor" means BAA (NDH1) Limited, the Parent and any Subsidiary of BAA (NDH1) Limited which becomes a Party as an Obligor in accordance with the terms of the Intercreditor Agreement

"Parent" means BAA (Non Des Topco) Limited **"Party"** means a party to the Intercreditor Agreement

"Permitted Additional Debt Documents" means each Permitted Additional Debt Facility Agreement and the **"Finance Documents"** as defined therein

"Permitted Additional Debt Facility" has the meaning given to such term in the Senior Facilities Agreement

"Permitted Additional Debt Facility Agent" means the agent of the finance parties under any Permitted Additional Debt Facility Agreement

"Permitted Additional Debt Facility Agreement" means the facility agreement documenting any Permitted Additional Debt Facility

"Real Property" means

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property specified in Schedule 3 (Details of Mortgaged Property) of the Debenture), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

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, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and

any monies and proceeds paid or payable in respect of that asset

"Secured Obligations" means all obligations covenanted to be discharged by the Company in Clause 2.1 (Covenant to Pay) of the Debenture

"Secured Parties" means the Security Trustee, any Receiver or Delegate, and each of the Agents and the Senior Creditors from time to time but, in the case of each Agent or Senior Creditor, only if it is a party to the Intercreditor Agreement or has delivered to the Security Trustee a duly executed Creditor Accession Undertaking accepted by the Security Trustee and the relevant Agent

"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

"Security Documents" means

- (a) each of the Transaction Security Documents as defined in the Senior Facilities Agreement,
- (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
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above

"Senior Agent" means the Royal Bank of Scotland plc

"Senior Creditors" means the Senior Lenders, the Special Participant, the Hedge Counterparties and the Permitted Additional Debt Lenders

"Senior Facilities Agreement" means the senior facilities agreement made between BAA (NDH1) Limited, the Senior Lenders and others dated 14 August 2008

"Senior Finance Documents" means the Finance Documents as defined in the Senior Facilities Agreement

"Senior Lenders" means each Lender (as defined in and party to the Senior Facilities Agreement), Issuing Bank and Ancillary Lender

"Special Participant" means BAA Pension Trustee Company Limited

"Special Participant Liabilities" means all sums actually or contingently due to the Special Participant and the calculation of such sums (as required under the Intercreditor Agreement) shall be conclusively determined by a certificate from the actuary of the Pension Scheme setting out the amounts that would be payable to the Pension Scheme pursuant to s75 of the Pensions Act 1995 if the Pension Scheme had by then commenced winding up and the Special Participant had designated a date for that calculation for the purposes of Section 75(2)(b) (for the avoidance of doubt, whether or not the Pension Scheme has commenced winding up in whole or in part and whether or not the Special Participant has designated a date under Section 75(2)(b) at the point that the actuarial certificate is provided for these purposes)

"Subordinated Lender" means BAA (Non Des Topco) Limited

"Subordinated Liabilities" means all Liabilities owed by BAA (NDH1) Limited to the Subordinated Lender

"Subsidiary" means a subsidiary within the meaning of Section 736 of the Companies Act 1985

"Transaction Security" means the Security created or expressed to be created under or pursuant to the Security Documents

"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