

MR04

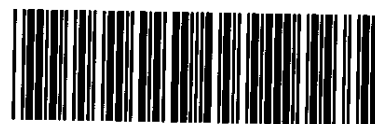
Statement of satisfaction in full or in part of a charge

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

MONDAY



A07 *A74Z9XM0* #273
30/04/2018
COMPANIES HOUSE

1 Company details

Company number 0 2 5 9 5 9 8 0

Company name in full SAMSON AVIATION SERVICES LIMITED

→ **Filling 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 2 6 1 0 2 0 1 2

A2 Charge number

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

Charge number* 3

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 Fixed and Floating Security Document (the "Security Document") dated 26 October 2012 between, amongst others the Chargor and The Royal Bank of Scotland plc (the "Security Agent"; which expression includes its successors in title, permitted assigns, permitted transferees, or such other duly appointed security agent).

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

MR04

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

(Please see attached continuation pages)

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 ¹

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¹ Charge code

This is the unique reference code allocated by the registrar.

MR04

Statement of satisfaction in full or in part of a charge

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

Allen & Overy LLP

Please give the address of the person delivering this statement

Building name/number

One

Street

Bishops Sqaure

Post town

London

County/Region

Postcode

E 1 6 A D

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

Person's interest in the charge

as solicitor on behalf of chargor

C3

Signature

Please sign the form here.

Signature

Signature

X *Allen & Overy LLP* X

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>Continuation page (1) - Samson Aviation Services Limited - 02595980</p> <p>1. Fixed Charges</p> <p>The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties)</p> <p>1.1 Present Real Property: by way of first legal mortgage, all Real Property in England and Wales belonging to it at the date of the Security Document, including the Real Property described in Schedule 3 (<i>Real Property</i>) to the Security Document</p> <p>1.2 Future Real Property: by way of first fixed equitable charge, all other Real Property belonging to it at the date of the Security Document and all Real Property acquired by it in the future</p> <p>1.3 Other Assets: by way of first fixed charge, all its present and future</p> <p>(a) Book Debts,</p> <p>(b) Bank Accounts,</p> <p>(c) Investments, including the shares described in Schedule 4 (<i>Investments</i>) to the Security Document,</p> <p>(d) uncalled capital and goodwill,</p> <p>(e) Intellectual Property,</p> <p>(f) beneficial interest in any pension fund,</p> <p>(g) plant and machinery (except that mortgaged or charged as described in paragraphs 1.1 or 1.2 above), and</p> <p>(h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits</p> <p>2. Floating Charge</p> <p>2.1 Creation: The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that or any other Chargor), charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged in</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation page (2) - Samson Aviation Services Limited - 02595980

paragraph 1 (*Fixed Charges*) above or assigned by Clause 5 (*Assignment*) of the Security Document)

Note (1): In this Form, except to the extent that the context requires otherwise

any reference to "**assets**" includes present and future properties, revenues and rights of every description

"**Account Bank**" means Barclays Bank PLC

"**Additional Borrower**" means a company which becomes an Additional Borrower in accordance with Clause 28 (Changes to the Obligors) of the Original Facilities Agreement

"**Additional Credit Documentation**" means any agreement or document governing the terms of loans made available to, credit granted to or any other financial arrangement having similar effect made to one or more members of the Group where the Financial Indebtedness incurred under that agreement constitutes Approved Debt

"**Additional Creditor**" means each person with a commitment to make a loan available to, grant credit to or make any other financial arrangement having similar effect under any Additional Credit Documentation

"**Agent**" means The Royal Bank of Scotland plc

"**Approved Debt**" means

- (a) on or prior to the Original Facility Discharge Date
 - (i) any Permitted Refinancing Debt (as defined in the Original Facilities Agreement), or
 - (ii) any Financial Indebtedness permitted under paragraph (b)(iv) of clause 24.7 (Financial Indebtedness) of the Original Facilities Agreement, and
- (b) after the Original Facility Discharge Date, any Financial Indebtedness of any Debtor owed to any Additional Creditor which is not otherwise prohibited from being incurred under any Additional Credit Documentation

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation page (3) - Samson Aviation Services Limited - 02595980

"Arrangers" means The Royal Bank of Scotland plc, Royal Bank of Canada, HSH Nordbank AG, Barclays Bank PLC and National Australia Bank Limited (ABN 12 004 044 937)

"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts, including the Debt Service Reserve Account, the Holding Account, the Lock-Up Account and the Prepayment Account

"Book Debts" means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Borrower" means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 28.3 (Resignation of a Borrower) of the Original Facilities Agreement

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

"Company" means Newcastle International Airport Limited

"Debenture" means each fixed and floating security document between an Obligor and the Security Agent

"Debtor" means the Original Debtors, and any person which becomes a Party as a Debtor in accordance with the terms of Clause 17 (Changes to the Parties) of the Intercreditor Agreement

"Debt Document" means each of the Intercreditor Agreement, the Hedging Agreements, the Finance Documents, the Security Documents, any agreement evidencing the terms of the Parent Liabilities or the Intra-Group Liabilities and any other document designated as such by the Security Agent and the Company

"Debt Service Reserve Account" or "DSRA" means the debt service reserve account held by the Company with the Account Bank with sort code 205942 and account number 03268667, opened and maintained in accordance with Clause 24.14 (DSRA) of the Original Facilities Agreement

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

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation page (4) - Samson Aviation Services Limited - 02595980

"External Creditors" means the Original Lenders, the Additional Creditors, the Agents, the Arrangers and the Hedge Counterparties

"Facilities" means Facility A, Facility B or Facility C (as defined in the Original Facilities Agreement)

"Finance Document" means the Original Facilities Agreement, any fee letter, any accession deed, any resignation letter, each Security Document, the Intercreditor Agreement, the subordination deed, any Hedging Document, the hedging letter, any RCF Ancillary Document, the Additional Credit Documentation and any other document designated as such by the Agent and the Company

"Financial Indebtedness" means any indebtedness for or in respect of

- (a) moneys borrowed and debit balances at banks or other financial institutions,
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent,
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,
- (d) the amount of any liability in respect of any finance lease,
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),
- (f) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing,
- (g) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),
- (h) shares which are expressed to be redeemable (other than at the option of the relevant borrower),
- (i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>Continuation page (5) - Samson Aviation Services Limited - 02595980</p> <p>any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity which is not a member of the Group which liability would fall with the other paragraphs of this definition,</p> <p>(j) the amount of any liability under an advance or deferred purchase agreement if (i) the primary reason behind the entry into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (11) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply, and</p> <p>(k) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (j) above,</p> <p>but in each case without double counting</p> <p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus</p> <p>"Group" means NIAL Group Limited and each of its subsidiaries from time to time</p> <p>"Hedging Agreement" means</p> <p>(a) any "Hedging Document" under and as defined in the Original Facilities Agreement, and</p> <p>(b) any master agreement, confirmation, schedule or other agreement which complies with the terms of the Original Facilities Agreement and is entered into or to be entered into by a Debtor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to any liabilities (liabilities as defined in the Intercreditor Agreement)</p> <p>"Hedge Counterparty" means, subject to Clause 1.2(c) (Construction) of the Intercreditor Agreement</p> <p>(a) any Original Hedge Counterparty, and</p> <p>(b) any person which has become a Party as a Hedge Counterparty in accordance with Clause 17.8 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement</p>	

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation page (6) - Samson Aviation Services Limited - 02595980

"Hedging Documents" means any document entered into between a Borrower and a Hedge Counterparty for the purpose of hedging interest rate exposure arising under or in connection with the Facilities

"Holding Account" means the account of the Company with the Agent (or with such other Original Lender (or other Lender approved by the Security Agent)) as designated by the Agent for this purpose

"Insurances" means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Intercreditor Agreement" means the intercreditor agreement to be entered into between, among others, Newcastle International Airport Limited, the Security Agent and the Secured Parties

"Intra-Group Lenders" means the Original Intra-Group Lenders, and any person which becomes a Party as an Intra-Group Lender in accordance with the terms of Clause 17 (Changes to the Parties) of the Intercreditor Agreement

"Intra-Group Liabilities" means the liabilities (as defined in the Intercreditor Agreement) owed by any member of the Group to any of the Intra-Group Lenders (other than the Parent Liabilities)

"Intellectual Property" means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

"Investments" means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>Continuation page (7) - Samson Aviation Services Limited - 02595980</p> <p>(c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and</p> <p>(d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,</p> <p>in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest</p> <p>"Lender" means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender in accordance with Clause 26 (Changes to the Lenders) of the Original Facilities Agreement,</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Original Facilities Agreement</p> <p>"Lock-Up Account" means the account of the Company with the Agent (or with such other Original Lender (or other Lender approved by the Security Agent)) as designated by the Agent for this purpose</p> <p>"Obligor" means Newcastle International Airport Limited, NIAL Finance Limited, NIAL Holdings Limited, NIAL Group Limited, CPH Newcastle Limited, Newcastle Park & Fly Limited, Prestwick Properties Limited and Samson Aviation Services Limited</p> <p>"Original Borrower" means a Facility A Borrower, a Facility B Borrower or a Facility C Borrower (as defined in the Original Facilities Agreement)</p> <p>"Original Debtors" means each of CPH Newcastle Limited, NIAL Holdings Limited, NIAL Finance Limited, Newcastle Park & Fly Limited, Prestwick Properties Limited and Samson Aviation Services Limited</p> <p>"Original Facilities Agreement" means the facilities agreement dated 26 October 2012 between Newcastle International Airport Limited, NIAL Finance Limited, NIAL Group Limited, the subsidiaries</p>	

MR04.- continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation page (8) - Samson Aviation Services Limited - 02595980

of NIAL Group Limited named therein, The Royal Bank of Scotland plc, Royal Bank of Canada (London Branch), HSH Nordbank AG, Barclays Bank PLC and National Australia Bank Limited (ABN 12 004 044 937) as Arrangers, the Lenders named in that agreement, The Royal Bank of Scotland plc as Agent and The Royal Bank of Scotland plc as Security Agent

"Original Facility Discharge Date" means the first date on which all Original Lender Liabilities have been fully and finally discharged to the satisfaction of the Agent, whether or not as the result of an enforcement, and the Original Lenders are under no further obligation to provide financial accommodation to any of the Debtors under the Original Finance Documents

"Original Finance Documents" means the "Finance Documents" under, and as defined in the Original Facilities Agreement

"Original Intra-Group Lenders" means CPH Newcastle Limited, NIAL Holdings Limited, NIAL Finance Limited, Newcastle Park & Fly Limited, Prestwick Properties Limited and Samson Aviation Services Limited

"Original Hedge Counterparty" means any party to the Intercreditor Agreement in its capacity as Hedge Counterparty in accordance with the Intercreditor Agreement

"Original Lender Liabilities" means the Liabilities owed by the Debtors to the Original Lenders under the Original Finance Documents

"Original Lenders" means The Royal Bank of Scotland plc, Royal Bank of Canada, HSH Nordbank AG, Barclays Bank PLC and National Australia Bank Limited (ABN 12 004 044 937)

"Parent" means NIAL Group Limited

"Parent Liabilities" means all liabilities (as defined in the Intercreditor Agreement) owed by any member of the Group (other than the Parent) to the Parent

"Party" means a party to the Intercreditor Agreement

"Prepayment Account" means the account of the Company with the Security Agent (or with such other Original Lender (or other Lender approved by the Security Agent)) as designated by the Security Agent for

MR04. - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>Continuation page (9) - Samson Aviation Services Limited - 02595980</p> <p>"RCF Ancillary Document" means each document relating to or evidencing the terms of an RCF Ancillary Facility</p> <p>"RCF Ancillary Facility" means any ancillary facility made available by an RCF Ancillary Lender in accordance with Clause 6 (RCF Ancillary Facilities) of the Original Facilities Agreement</p> <p>"RCF Ancillary Lender" means each Lender which makes available an RCF Ancillary Facility in accordance with Clause 6 (RCF Ancillary Facilities) of the Original Facilities Agreement</p> <p>"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property</p> <p>"Secured Obligations" means all the Liabilities and all other present and future obligations at any time due, owing or incurred by each Debtor to any Secured Party under the Debt Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity</p> <p>"Secured Parties" means the Security Agent, any Receiver or Delegate and each of the External Creditors from time to time but, in the case of each External Creditor and subject to Clause 1.2(c) (Construction) of the Intercreditor Agreement, only if it, or the relevant Agent, is a party to the Intercreditor Agreement or (in the case of an External Creditor or the relevant Agent) has acceded to the Intercreditor Agreement, in the appropriate capacity, pursuant to Clause 17.8 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement</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> <ul style="list-style-type: none"> (a) each of the Transaction Security Documents, (b) any other document entered into at any time by any of the Debtors creating any guarantee, indemnity, Security or other 	

MR04. - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation page (10) - Samson Aviation Services Limited - 02595980

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

"Transaction Security Document" means each Debenture and 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

"Treasury Transactions" means any derivative transaction entered into in connection with protection against fluctuation in any rate or price

any reference to the **"Security Agent"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees

Note (2) The Security Document provides that

1. **Security** The Chargor shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 24.3 (*Negative pledge*) of the Original Facilities Agreement, except as permitted by that clause (or the equivalent provisions in any Additional Credit Documentation)
2. **Disposal** The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by clause 24.4 (*Disposals*) of the Original Facilities Agreements (or the equivalent provisions in any Additional Credit Documentation)
3. **Conversion by Notice.** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)
 - 3.1 if it reasonably considers it desirable to do so in order to protect or preserve the Charges over those

MR04. - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>Continuation page (11) - Samson Aviation Services Limited - 02595980</p> <p>Charged Assets and/or the priority of those Charges, and/or</p> <p>3.2 while an Acceleration Event is continuing</p> <p>4. Automatic Conversion.</p> <p>(a) If</p> <p>4.1 the Chargor takes any step to create any Security in breach of paragraph 1 (<i>Security</i>) of this Note (3) over any of the Charged Assets not subject to a fixed Charge, or</p> <p>4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,</p> <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge, provided that this paragraph (a) shall not apply to any step or procedure contemplated in this paragraph (a) which is frivolous or vexatious and which is</p> <p>(i) discharged, stayed or dismissed within 21 days of such presentation, or</p> <p>(ii) is contemplated by paragraph (b) of the definition of Permitted Transaction (as defined in the Intercreditor Agreement)</p> <p>(b) The floating Charge created by Clause 4 of the Security Document may not be converted into a fixed Charge solely by reason of</p> <p>(i) the obtaining of a moratorium, or</p> <p>(ii) anything done with a view to obtaining a moratorium under Section 1A of the Insolvency Act</p> <p>5. Voting before enforcement. Subject to paragraph 6 (<i>Voting after enforcement</i>) of this Note (3), the Chargor shall be entitled to</p> <p>(a) exercise or direct the exercise of the voting and other rights attached to any Investment as it sees fit provided that</p>	

MR04. - continuation page

Statement of satisfaction in full or in part of a charge

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged.

Short particulars

Continuation page (12) - Samson Aviation Services Limited - 02595980

- (i) it does so for a purpose not inconsistent with any Finance Document, and
- (ii) the exercise of or failure to exercise those rights would not have an adverse effect on the value of the relevant Investment or the Charged Assets and would not otherwise prejudice the interests of any Secured Party under any Finance Document, and
- (b) subject to the terms of the Original Facilities Agreement and the Intercreditor Agreement, receive all dividends, interest and other monies arising from the Investments, such amounts to be paid promptly into a Bank Account

6. Voting after enforcement. At any time while an Acceleration Event is continuing

- (a) the Security Agent or the Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Investment in such manner as it or he sees fit, and
- (b) the Chargor shall comply or procure the compliance with any directions of the Security Agent or the Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver such forms of proxy as it or he requires with a view to enabling such person as it or he selects to exercise those rights

For the purposes of this Note (3)

"Acceleration Event" means

- (a) an Event of Default in respect of which notice has been served by the Agent or the Agent has exercised any of its rights under and in accordance with clause 25.19 (Acceleration) of the Original Facilities Agreement,
- (b) an event of default (howsoever described) under any Additional Credit Documentation in respect of which notice calling for an event of default (howsoever described) has been served by any Additional

MR04 - continuation page

Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged.	
Short particulars	<p>Continuation page (13) - Samson Aviation Services Limited - 02595980</p> <p>"Additional Agent" means any agent appointed under a particular set of Additional Credit Documentation by the Additional Creditors under that Additional Credit Documentation where, subject to Clause 1.2(c) (Construction), such agent has become a Party as an Agent in accordance with Clause 17.8 (Creditor/Agent Accession Undertaking) of the Intercreditor Agreement</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p>"Charges" means all or any of the security created or expressed to be created by or pursuant to the Security Document</p> <p>"Event of Default" means any event or circumstance specified as such in any Finance Document (as defined in the Original Facilities Agreement)</p> <p>"Insolvency Act" means the Insolvency Act 1986</p>	

MR04

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 Hannah Hillyard

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone



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