

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
or in part of a fixed charge
company registered in Scot
do this, please use form MG02s

THURSDAY



LD2 *L4JGCXKH* 70
15/09/2011
COMPANIES HOUSE

1 Company details

Company number 0 5 3 1 1 2 0 0
Company name in full Airclaims Group Holdings Limited (the "Company")

For official use

→ Filing 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 3 1 0 7 2 0 0 7
Description ① Deed of admission to an Omnibus Guarantee and Set-Off Agreement
dated 19 January 2005 (the "Deed")
Date of registration ② 1 5 0 8 2 0 0 7

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 LLOYDS TSB BANK PLC (the "Bank")

Address 25 GRESHAM STREET, LONDON

Postcode EC 2 V 7 H N

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

Please see Part II of the attached schedule headed "Part II Short particulars of all the property mortgaged or charged"

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 TMSkelton

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 **Agata Zajac**

Company name **Ropes & Gray International LLP**

Address **5 New St Square**

Post town **London**

County/Region

Postcode **E C 4 A 3 B F**

Country

DX

Telephone **0203 122 1193**

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

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

Airclaims Group Holdings Limited – Company number 05311200

Schedule to form MG02

Part I Not applicable

Part II: Short particulars of all property mortgaged or charged

Under clause 2 2 4 of the Deed, the Company agreed that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Company

- (a) combine or consolidate all or any of the Accounts with all or any of the Principals' Liabilities, and
- (b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals' Liabilities

Under clause 2 2 5 of the Deed the Company with full title guarantee charged its Credit Balances to the Bank to secure repayment of the Secured Obligations

Under clause 14 5 of the Principal Deed, until all of the Secured Obligations have been fully discharged and satisfied the Bank may at any time (including without limitation after the expiry of any fixed or determinable period of time during which a Credit Balance has been placed with the Bank) refuse to permit any withdrawal of the whole or any part of a Credit Balance (whether by dishonouring cheques or otherwise)

NB

Under clause 3 of the Deed, the Company agreed that all the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 22 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees provided by the Deed as if the Further Company had been one of the companies party to the Principal Deed

Under clause 8 1 of the Principal Deed, for the purposes of securing the payment of the Secured Obligations under the Principal Deed the Company irrevocably appointed the Bank and the persons deriving title under it and their substitutes jointly and severally to be its true and lawful attorney For the purposes aforesaid the Bank will have the right to do anything which the Company may lawfully do and all the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing

- (a) the right to do anything to procure or carry out the performance of the Company's obligations under the Principal Deed, and anything to facilitate the exercise of the bank's rights under the Principal Deed,

- (b) the right to act in the name of the Company, and
- (c) the right to delegate and sub-delegate any or all of the rights of the attorney

Under clause 8.2 of the Principal Deed the Company ratified and agreed to ratify everything done or purported to be done by the Bank as attorney

Under clause 14.7 of the Principal Deed, the Company agreed that it shall not (without the prior written consent of the Bank) assign, mortgage, charge or otherwise confer upon any third party any right, title or interest in or to any Credit Balance, or otherwise dispose of any Credit Balance or agree to do any such thing, or allow any such third party right, title or interest to subsist (except in each case in favour of, or upon, the Bank)

Definitions

"Accounts" means all the present and future accounts of the Existing Companies and any other company executing a deed of admission to the Principal Deed under clause 21.1 thereof (*Admission and Release*) with the Bank whether such accounts are in the sole name of the companies or in the joint names of two or more of the companies and includes accounts in the Bank's name with any designation which includes the names of any one or more of the companies, and **"Account"** shall mean any one of them

"Credit Balance" means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum, and **"Credit Balances"** means all of them

"Existing Company" means each of Airclaims Limited, Airclaims Group Limited, Airclaims Group Holdings Limited, Airclaims Investments Limited and Airclaims Group (Overseas) Limited

"Further Company" means Airclaims Holdings Limited

"Guarantee" means the guarantee contained in clause 2 of the Principal Deed and the indemnity contained in clause 4 of the Principal Deed (and in each case, any corresponding provision in any deed supplemental to the Principal Deed)

"Principal" means any Company insofar only as it at any time owes money or has incurred liabilities (whether certain or contingent) to the Bank otherwise than pursuant to the terms of the Principal Deed

"Principal Deed" means the Omnibus Guarantee and Set-Off Agreement dated 19 January 2005 and made between the Existing Companies and the Bank

"Principals' Liabilities" means

- (a) all money and liabilities whether actual or contingent, now or at any time hereafter due, owing or incurred from or by any one or more of the Principals to the Bank anywhere or for which any one or more of the Principals may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may

at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) including

- (i) in the case of the liquidation, administration or dissolution of any Principal, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Principal if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
 - (ii) in the event of the discontinuance of the Guarantee in respect of any Principal, all cheques, drafts or other orders or receipts for the money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Principal on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of the Guarantee and all liabilities of such Principal to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also call credits then established by the Bank for such Principal,
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the relevant Principal or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and
- (c) commission and other banking charges and legal, administrative or other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Principal or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph (b) above on each sum from the date that the same was incurred or fell due

"Secured Obligations" means the aggregate of the Principals' Liabilities and all other money and liabilities payable by the companies under the Principal Deed.