113662-13

In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01

## Particulars of a charge

IRIS Laserform

**A fee is payable with this form.** Please see 'How to pay' on the last page

**You can use the Wel** Please go to www cor

WEDNESDAY

*A2JKS7JE*
A39 23/10/2013 #246
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NO**
You may not use this register a charge whe instrument Use form

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

### 1 Company details

For official use 1 2 6

| | |
|---|---|
| Company number | 0 0 5 1 9 5 0 0 |
| Company name in full | Tesco Stores 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 date

| | |
|---|---|
| Charge creation date | d1 d7 m1 m0 y2 y0 y1 y3 |

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

| | |
|---|---|
| Name | R B Leasing Company Limited |
| Name | |
| Name | |
| Name | |

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

# MR01
Particulars of a charge

## 4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

## 5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

[x] **Yes**

☐ **No**

## 6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

[x] **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

## 7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

[x] **Yes**

☐ **No**

# MR01
Particulars of a charge

## 8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

## 9 Signature

Please sign the form here

Signature

Signature

X BURGES SALMON LLP X

This form must be signed by a person with an interest in the charge

# MR01
Particulars of a charge

## Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name Emily Bosson

Company name Burges Salmon

Address One Glass Wharf

Post town Bristol

County/Region

Postcode B S 2 0 Z X

Country

DX 7829 Bristol

Telephone 0117 939 2000

## Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

## 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 included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

## Important information

**Please note that all information on this form will appear on the public record.**

## How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'

## 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

FILE COPY

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 519500

Charge code: 0051 9500 0126

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th October 2013 and created by TESCO STORES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2013

Given at Companies House, Cardiff on 24th October 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

**EXECUTION VERSION**

**DATED** 17 October **2013**

**(1) TESCO STORES LIMITED**
**as Assignor**

**- and -**

**(2) R.B. LEASING COMPANY LIMITED**
**as Assignee**

# SECURITY ASSIGNMENT

relating to
one Raytheon Hawker 125-800 XP aircraft
with manufacturer's serial number 258710

We certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

Signed BURGES SALMON LLP Burges Salmon LLP
Date 21/10/2013
Solicitor's Reference RR07

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
United Kingdom
Tel +44 (0) 8700 111 111
Fax +44 (0) 20 7796 6666

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**THIS SECURITY ASSIGNMENT** (the "**Assignment**") is made by way of **DEED** on 17 October 2013

**BETWEEN:**

(1) **TESCO STORES LIMITED**, a company incorporated under the laws of England and Wales (company number 00519500) whose registered office is at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL ("**Assignor**"), and

(2) **R.B. LEASING COMPANY LIMITED**, a company incorporated under the laws of Scotland (company number SC051151) whose registered office is at 24/25 St Andrew's Square, Edinburgh, EH2 1AF, Scotland ("**Assignee**"), and

**WHEREAS:**

A Pursuant to the Lease Agreement the Assignee has agreed to lease the Aircraft to the Assignor on and subject to the terms of the Lease Agreement

B It is a condition precedent to the Novation Deed that the Assignee and Assignor enters into this Assignment

**IT IS AGREED**

## 1. INTERPRETATION

### 1.1 Definitions

In this Assignment (including the recitals), except where the context otherwise requires, the following terms have the meanings given to them in Clause 1 1

"**Agreements**" means the agreements or arrangements constituting the Assigned Property specified in the definition of Assigned Property,

"**Aircraft**" means the Raytheon Hawker 125-800 XP aircraft with manufactures' serial number 258710;

"**Assigned Property**" means all of the right, title and interest, present and future, of the Assignor in, to and under

(a) the Insurances,

(b) the Requisition Compensation,

(c) the Maintenance Contract,

(d) the Maintenance Service Plan Contract,

(e) all proceeds in respect of any of the foregoing, and

(f) to the extent capable of assignment, any and all other agreements or other instruments from time to time entered into by the Assignor, or in the name of the Assignor, in connection with the operation or maintenance of the Aircraft,

together with

(i) all claims, rights and remedies of the Assignor arising out of or in connection with a breach of or default under or in connection with any of the Agreements (including, without limitation, all damages and other compensation payable for or in respect thereof), and

(ii) all rights of the Assignor to require, enforce and compel performance of all of the provisions of my of the Agreements, and otherwise to exercise all claims, rights and remedies thereunder, and all rights to give and receive notices, reports, requests and consents, to make demands, to exercise discretions, options and elections thereunder and to take all other action thereunder, pursuant thereto in connection therewith,

**"Insurances"** means

(a) all policies, contracts of insurance and any amendments to those policies and contracts of insurance (other than third party liability insurances) effected from time to time in respect of or relating to the Aircraft, or any part thereof, and

(b) all the benefits of and all claims under, all such policies and contracts of insurance, and all proceeds thereof,

**"Lease Agreement"** means the aircraft lease agreement dated 13 May 2005 in respect of the Aircraft made between (i) the Previous Lessor as lessor and (ii) the Previous Lessee as lessee, as novated, amended and restated on 23 April 2010 by a deed of novation, amendment and restatement made between (i) the Previous Lessor as existing lessor, (ii) the Previous Lessee as lessee and (iii) the Assignee as new lessor and as further novated and amended by the Novation Deed,

**"Losses"** means any losses, costs charges, expenses, interest, fees, payments, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, adverse judgements, orders or other sanctions,

**"Novation Deed"** means the aircraft lease novation and amendment deed dated on or about the date hereof between (i) the Assignee as lessor, (ii) the Assignor as new lessee and (iii) the Previous Lessee,

**"Previous Lessee"** means Kansas Transportation Limited,

**"Previous Lessor"** means RBS Aerospace Limited,

**"Receiver"** means any receiver or receiver and manager appointed by the Assignee hereunder or under any statutory power,

**"Requisition Compensation"** means any proceeds of requisition (whether for title, use, hire or otherwise) confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft or any part thereof,

**"Secured Obligations"** means all moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Assignor in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any account whatsoever pursuant to the Lease Agreement, this Assignment or any other Operative Document, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Assignor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Assignor) of any of its obligations under the Lease

Agreement, this Assignment or any other Operative Document, and (i) (except as expressly otherwise provided) references to the Secured Obligations include references to any of them, and (ii) any amount expressed to be payable by Assignor under any Operative Document shall be deemed to form part of the Secured Obligations notwithstanding that the liability of or recourse to the Assignor or its assets in respect thereof is limited by any provision of any Operative Document,

**"Security Period"** means the period commencing on the date hereof and terminating on the date upon which all of the Secured Obligations have been paid, performed and discharged in full provided that, in the case of future or contingent liabilities the Security Period shall, in any event, end on the date falling three hundred and sixty four (364) days after the Expiry Date

**1.2 Interpretation**

Except where the context otherwise requires, any references in this Assignment to

(a) "Assignor" and "Assignee" include references to the persons deriving title under or through them respectively,

(b) any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment,

(c) "clauses" and "schedules" shall be to clauses of and schedules to this Assignment,

(d) a term defined in the Lease Agreement shall have the same meaning in this Assignment unless otherwise defined,

(e) any agreement or document (including, without limitation, references to this Assignment) shall be deemed to include references to a concession, contract, deed, franchise, licence, treaty or undertaking and to such agreement or other document as varied, supplemented, novated, amended or replaced from time to time

(f) persons shall be deemed to be references to or to include, as appropriate, any individual, corporation, association, partnership or other entity and includes their respective successors, transferees, assigns and any persons with whom they may at any time amalgamate, and

(g) winding up includes bankruptcy and any procedure under any applicable law which is analogous to winding up or bankruptcy

**1.3 Headings**

Headings and the table of contents are for ease of reference only

**2. COVENANT TO PAY**

The Assignor hereby acknowledges to the Assignee that the amount secured by this Assignment and in respect of which this Assignment and the Security Interest hereby created is enforceable is the full amount of the Secured Obligations for the time being and from time to time outstanding. The Assignor hereby covenants with the Assignee that it shall promptly pay and discharge all of the Secured Obligations

## 3. ASSIGNMENT

### 3.1 Assignment

The Assignor hereby assigns and agrees to assign the Assigned Property, absolutely and unconditionally, to and in favour of the Assignee, in order to secure the payment performance and discharge in full of all the Secured Obligations

### 3.2 Re-Assignment

If the Assignor shall have repaid to the Assignee in full all amounts hereby secured on or before the date of such request, and provided that no Event of Default shall have occurred and be subsisting at the date of such request, the Assignee shall (at the request and cost of the Assignor) re-assign to the Assignor (subject to Clause 10 6 (*Conditional Discharge*)) the rights, title, benefit and interest in and to the Assigned Property hereby assigned, and shall execute such notices and directions to such other persons as the Assignor may reasonably require in order to give effect to such re-assignment

### 3.3 Nature of Security Interests

The parties hereto intend that this Assignment shall create and constitute an effective first-ranking fixed Security Interest over the Assigned Property wheresoever the same may be situate, and under and so far as effective under all applicable laws

## 4. REPRESENTATIONS AND WARRANTIES

The Assignor warrants and represents to the Assignee that

(a) the Assignor has taken all corporate action necessary to authorise the execution, delivery and performance of this Assignment,

(b) each of the representations and warranties given by the Assignor in Schedule 2 (*Representations and Warranties*) of the Lease Agreement remains true and accurate at the date hereof as if given by reference to the facts and circumstances now existing,

(c) the Lease Agreement and each of the other Agreements constitutes valid and binding obligations of the parties thereto and no party thereto is in default thereunder, and

(d) the Assignor has not assigned, charged, pledged or otherwise encumbered or disposed of any of its rights and benefits under any of the Agreements, and the Assigned Property is free from any Security Interests other than this Assignment

## 5. COVENANTS AND UNDERTAKINGS

### 5.1 Notices and Acknowledgements

The Assignor shall on the date hereof

(a) execute and deliver to each of the addressees thereof notices in the respective forms set out in Schedule 1 (*Notices*), duly executed by the Assignor; and

(b) use its reasonable endeavours to procure delivery to the Assignee of an acknowledgement substantially in the form set out in Schedule 2 (*Acknowledgements*), duly executed by the addressee of the notice relating thereto

## 5.2 Continuing Covenants

The Assignor hereby covenants and undertakes throughout the Security Period (subject to and without prejudice to the provisions of the Lease Agreement and the other Operative Documents)

(a) to take all steps reasonably required by the Assignee to preserve or protect the Assignor's interest and the interest of the Assignee in the Assigned Property, including, without limitation, preservation of the secured interest created by this Assignment,

(b) to furnish to the Assignee from time to time such information and reports regarding the Assigned Property as the Assignee may reasonably request,

(c) upon the occurrence of an Event of Default to promptly deliver all cash, proceeds, cheques, drafts, orders and other instalments for the payment of money received on account of any Assigned Property in the form received (properly endorsed, but without recourse, for collection where required) to the Assignee and not to commingle any such collections or proceeds with its other funds or property, and to hold the same upon an express trust for and on behalf of the Assignee until delivered,

(d) to do or permit to be done each and every act or thing which the Assignee may from time to time require to be done for the purpose of enforcing the Assignee's rights granted pursuant to this Assignment under any of the Assigned Property and this Assignment and will allow its name to be used as and when reasonably required by the Assignee for that purpose,

(e) promptly to notify the Assignee if (i) any payment due under any Agreement is not paid to the Assignor in full on the due date or (ii) the Assignor becomes aware of the occurrence of any event of default or termination event under any of the Agreements,

(f) promptly to deliver to the Assignee an original execution copy of any document referred to in the definition of Assigned Property entered into by the Assignor and, if the Assignee so requests to sign and deliver to the other party or parties thereto a notice in the form set out in Schedule 1, Part 2 (*Notices*) to this Assignment (with such amendments as the Assignee may agree or reasonably require) and to procure that such other party or parties sign and deliver to the Assignee an acknowledgement to such notice in the form set out in Schedule 2, Part 2 (*Acknowledgements*),

(g) promptly to deliver to the Assignee a copy of any material notice issued by the Assignor or received by the Assignor to or from any person pursuant to or in connection with the Agreements, and

(h) to perform fully and punctually its obligations under the Lease Agreement and the other Agreements, and to use its best endeavours to procure that any relevant party shall perform its obligations under the Agreements

## 5.3 Assignment and amendment of Assigned Property

The Assignor hereby undertakes that throughout the Security Period it shall not without the prior written consent of the Assignee (but subject to and without prejudice to the provisions of the Lease Agreement and the other Operative Documents)

(a) sell, assign, transfer or otherwise dispose of any of the Assigned Property or create or suffer to exist any Security Interest over or with respect to any of the Assigned Property except for this Assignment, or

(b) agree to any amendment to, or give any consent, waiver or approval under, any of the Agreements, or agree to any termination or cancellation of, or take any other action in connection with, any of the Agreements

## 6. RIGHTS, OBLIGATIONS AND LIABILITIES

Notwithstanding anything to the contrary herein contained, the Assignor agrees with the Assignee and for the benefit of the Assignee that

(a) the Assignor shall at all times remain liable to perform all the duties and obligations expressed to be assumed by it in relation to the Assigned Property to the same extent as if this Assignment had hot been executed,

(b) the exercise by the Assignee of any of the rights assigned hereunder shall not release the Assignor from any of its duties or obligations in relation to the Assigned Property,

(c) the Assignee shall not give any obligation or liability in relation to the Assigned Property by reason of, or arising out of, this Assignment,

(d) the Assignee shall not be obliged to perform any of the obligations or duties of the Assignor expressed to be assumed by it in relation to the Assigned Property, and

(e) the Assignee shall not be required to make any payment or to make any inquiry as to the sufficiency of any payment received by the Assignee or the Assignor, or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder

## 7. DEFAULT AND REMEDIES

### 7.1 Powers of Assignee

Without prejudice to any of its other rights whether conferred under any of the Operative Documents or by law generally, at any time upon or following an Event of Default, the Assignee shall be entitled

(a) to apply to any court of competent authority for an order for foreclosure absolute so as to vest all the Assignor's right, title and interest in all or any of the Assigned Property in the Assignee,

(b) to sell, call in, collect and convert into money all or any of the Assigned Property by public or private contact at any place in the world with or without advertisement or notice to the Assignor or any other person, with all such powers in that respect as are conferred by law, and by way of extension thereof such sale, calling in, collection and conversion may be made for such consideration as the Assignee shall in its sole and absolute discretion deem reasonable (whether the same shall consist of cash or shares or debentures in some other company or companies or other property of whatsoever nature or partly of one and partly of some other species of consideration, and whether such consideration shall presently payable or by instalments or at some future date, and whether such deferred or future payments shall be secured or not) and in all other respects in such manner as the Assignee shall in its sole and absolute discretion think

fit, and without being liable to account for any loss of or deficiency in such consideration, and Section 103 of the Law of Property Act 1925 shall not apply to this Assignment or to the power of sale, calling in, collection or conversion hereinbefore contained, and for the purposes of this sub-clause the Assignee may (in its sole and absolute discretion) by notice appoint the Assignor or any other person its non-exclusive agent to sell all or any of the Assigned Property on terms satisfactory to the Assignee,

(c) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Assigned Property or in any way relating to this Assignment and execute releases or other discharges in relation thereto,

(d) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the Assigned Property,

(e) to execute and do all such acts, deeds and things as the Assignee may consider necessary or proper for or in relation to any of the purposes aforesaid, and

(f) to appoint a Receiver of all or any part of the Assigned Property upon such terms as to remuneration and otherwise as the Assignee shall deem fit, and the Assignee may from time to time remove any Receiver so appointed and appoint another in his stead, and to fix (at or after the time of his appointment) the remuneration of any such Receiver A Receiver so appointed shall be the agent of the Assignor, and the Assignor shall be liable for such Receiver's actions and defaults to the exclusion of liability on the part of the Assignee Nothing herein contained shall render the Assignee liable to any such Receiver for his remuneration, costs, charges or expenses or otherwise

**7.2 Law of Property Act**

Sections 109(6) and 109(8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed under Clause 7 1

**7.3 Other Powers**

Notwithstanding any other provision of this Assignment and without limiting, and as an addition to, the powers conferred upon the Assignee (and any Receiver appointed pursuant to Clause 7 1 (*Powers of Assignee*)) by the laws of England or of any other jurisdiction, the Assignee or the Receiver (as the case may be) may at any time upon or following an Event of Default exercise against or in respect of the Assignor and/or the Assigned Property any of the rights, powers, privileges or discretions conferred from time to time by applicable law, domestic or foreign

## 8. POWERS OF RECEIVER

**8.1 Powers of Receiver**

Any Receiver appointed under Clause 7 1 (*Powers of Assignee*) shall have all the powers conferred on a receiver by law (save that Section 103 of the Law of Property Act 1925 or any other relevant statutory provision shall not apply) and by way of addition to but without limiting those powers:

(a) the Receiver shall have all the powers given to the Assignee hereunder of taking possession of calling in, collecting, converting into money and selling and dealing with the Assigned Property or any part thereof and generally shall be entitled to the same protection and to exercise the same powers and discretions as are given to the Assignee hereunder and shall also have such other of the powers and discretions given to the Assignee hereunder as the Assignee may from time to time confer on him,

(b) the remuneration of the receiver may be fixed by the Assignee (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise), but shall be payable by the Assignor, and the amount of such remuneration may be debited by the Assignee from any account of the Assignor but shall, in any event, be secured on the Assigned Property under this Assignment,

(c) the Receiver shall have power to make any payment and incur any expenditure which the Assignee is by this Assignment expressly or impliedly authorised to make or incur Any expenses incurred by the Receiver in the exercise of any of his powers hereunder may be paid or retained by him out of any moneys coming into his hands as receiver or may be paid by the Assignee, in which case they shall be treated as expenses properly incurred by the Assignee,

(d) the Receiver shall in the exercise of his powers, authorities and discretions conform with the reasonable directions from time to time made and given by the Assignee,

(e) the Assignee may at any time require security to be given for the due performance of the Receiver's duties as receiver, at the cost of the Assignor, and

(f) the Assignee may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as receiver

**8.2 No Liability as Mortgagee in Possession**

Neither the Assignee nor the Receiver shall be liable to account as a mortgagee in possession of the Assigned Property, and neither the Assignee nor any Receiver shall be liable for any loss arising from or in connection with the realisation of the Assigned Property or otherwise for any act, neglect, default or omission for which a mortgagee in possession might be liable as such

**8.3 Other Powers of Receiver**

The foregoing powers of a Receiver shall be in addition to any statutory or other powers of the Assignee under the Law of Property Act 1925 and of a receiver under the Insolvency Act 1986 as amended by the Enterprise Act 2002, and the Receiver shall it any event have and be entitled to exercise all the rights, powers and remedies conferred upon the Assignee by this Assignment and by law with respect to the Assigned Property

## 9. THIRD PARTIES

### 9.1 Protection of Third Parties

No person dealing with the Assignee or any Receiver appointed by the Assignee hereunder shall be concerned to enquire whether an Event of Default has occurred or whether the power which the Assignee or such Receiver is purporting to exercise has become exercisable or whether any money remains due on the security of this Assignment or otherwise as to the propriety or regularity of any sale or other dealing by the Assignee or such Receiver with the Assigned Property, and all the protections to purchasers conferred by law shall apply to such persons dealing with the Assignee or such Receiver

### 9.2 Receipts

The receipt of the Assignee or such Receiver for the purchase monies shall effectively discharge the purchaser, who shall not be concerned with the manner of application of the same or be in any way answerable therefor

### 9.3 Meaning of Purchaser

In Clauses 9 1 (*Protection of Third Parties*) and 9 2 (*Receipts*), purchaser includes any person acquiring for money or money's worth, any lease of, or Security Interest over, of any other interest or right whatsoever in relation to the Assigned Property

## 10. CONTINUING SECURITY

### 10.1 Continuing Security

The security created by this Assignment shall be held by the Assignee as a continuing security for the full and punctual payment performance, discharge and satisfaction of all of the Secured Obligations, regardless of any intermediate payment performance, discharge or satisfaction of any part of the Secured Obligations

### 10.2 Additional Security

The security created by this Assignment is in addition to, and shall not be prejudiced by, any other security, guarantee or other assurance now or subsequently held by the Assignee for all or any part of the Secured Obligations

### 10.3 Law of Property Act 1925

Section 93 (Restrictions on consolidation of mortgages) and Section 103 (Regulation on exercise of power of sale) of the Law of Property Act 1925 shall not apply to this Assignment

### 10.4 Exercise of Rights

The Assignee does not need, before exercising any of the rights, powers or remedies conferred upon it by this Assignment or by law, to.

(a) take action or obtain judgment against the Assignor or any other person in any court or otherwise, or

(b) make or file a claim or proof in a winding-up, liquidation, bankruptcy, insolvency dissolution, reorganisation or amalgamation of, or other analogous event of or with respect to, the Assignor or any other person, or

(c) enforce or seek to enforce the payment or performance of, or the recovery of any of the moneys, obligations and liabilities hereby secured or any other security, guarantee or other assurance for all or any of the Secured Obligations

**10.5 Security not Discharged**

The security created by this Assignment shall continue in full force and effect and shall not be discharged, impaired or otherwise affected by

(a) any failure by the Assign to take or enforce any other security, guarantee or other assurance taken or agreed to be taken or given for all or any of the Secured Obligations under or pursuant to any Operative Document or otherwise, or

(b) any time or indulgence given or agreed to be given by the Assignee or any other person to the Assignor or any other person in respect of the Secured Obligations or in respect of the Assignor's or such other person's obligations under any security or guarantee relating thereto, or

(c) any amendment, modification, variation, supplement, novation, restatement or replacement of all or any Part of the Secured Obligations or any Operative Document, or

(d) any release or exchange of any other security, guarantee or other assurance now or hereafter held by or enduring to the benefit of the Assignee or any other person for all or part of the Secured Obligations, or

(e) any other act, omission, fact, matter, event, circumstance, event or thing (other than a discharge in accordance with the express terms of this Assignment) which, but for this provision, might operate to impair, discharge or adversely affect the rights of any of the Assignee under this Assignment or under any other Operative Document or which, but for this provision, might constitute a legal or equitable discharge of the security hereby created

**10.6 Conditional Discharge**

Any settlement or discharge between any of the Assignee and the Assignor and/or any other person shall be conditional upon no security or payment to the Assignee by the Assignor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation winding-up, insolvency, dissolution, reorganisation, amalgamation or other analogous event or proceedings for the time being in force

**11. PERPETUITY PERIOD**

The perpetuity period under the rule against perpetuities (if applicable hereto) shall be the period of one hundred and twenty-five (125) years from the date hereof

## 12. ENFORCEMENT OF SECURITY

### 12.1 Time of enforcement

The security constituted by this Assignment and the power of sale and other powers conferred by Section 101 (Powers incident to estate or interest of mortgagee) of the Law of Property Act 1925 (or any other relevant statutory provision of similar effect), as varied or amended by this Assignment, shall be immediately enforceable and exercisable upon and at any time after the occurrence of an Event of Default

### 12.2 Powers of Assignee

When and at any time after the security constituted by this Assignment has become enforceable, the Assignee shall be entitled without notice immediately to put into force and exercise all the powers and remedies possessed by it hereunder, under the Lease Agreement and the other Operative Documents (including the appointment of a receiver) as if such powers and remedies applied in relation to the Assigned Property and according to applicable law as assignee by way of security of the Assigned Property as and when it may see fit

## 13. DELEGATION BY ASSIGNEE

The Assignee shall be entitled at any time and as often as it may deem expedient to delegate all or any of the powers, rights and remedies vested in it by or in connection with this Assignment in such manner, upon such terms and to such person as the Assignee in its absolute discretion may think fit

## 14. POWER OF ATTORNEY

### 14.1 Power of Attorney

The Assignor, by way of security for the full and punctual payment performance and discharge of the Secured Obligations, irrevocably appoints the Assignee to be its true and lawful attorney (with full power of substitution and delegation) to take any action which the Assignor is obliged to take under or pursuant to this Assignment provided that the Assignee shall not exercise the power of attorney granted hereunder until the occurrence of an Event of Default

### 14.2 No Obligation to Exercise Power

The Assignee shall not have any obligation to exercise any of the powers hereby conferred upon it or to make any demand or enquiry as to the nature or sufficiency of any payment received by it with respect to the Assigned Property No action taken by or omitted to be taken by the Assignee in the proper exercise of the power conferred on it pursuant to Clause 14 1 (*Power of Attorney*) shall give rise to any defence, counterclaim or set-off in favour of the Assignor or otherwise affect any of the Secured Obligations.

### 14.3 Ratification

The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971 and the Assignor shall ratify and confirm and agree to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Assignee may execute or do in the exercise of such power

## 15. EXPENSES AND INDEMNITIES

The Assignor hereby agrees to indemnify on demand, and hold harmless, the Assignee and every attorney, manager, agent or other person appointed by the Assignee, in respect of any Loss from time to time suffered or incurred by any of them

(a) in the execution or purported execution of any rights, powers, remedies, authorities or discretions vested in any of them by or pursuant to this Assignment, or otherwise in connection with the performance of this Assignment or any documents required pursuant hereto or any consent, waiver, amendment, supplement or approval which may be required or requested under this Assignment, or in enforcing or endeavouring to enforce any provisions of this Assignment or the security constituted hereby, or

(b) by reason of any failure of the Assignor to perform any of its obligations pursuant to the Lease Agreement, this Assignment or any other Operative Document

### 15.2 Assignee's Right to Remedy

If at any time the Assignor fails to do any act which it is obliged to do hereunder or to make any payment which it is obliged to make hereunder (other than a payment to the Assignee), the Assignee may (but shall not be bound to) do such act or procure its doing or make such payment itself The Assignor shall pay to the Assignee on demand the amount of payment made or any Loss incurred by the Assignee in doing any act pursuant to this Clause 15 2, together with interest thereon at the Default Rate calculated from the date of payment by the Assignee until the date of payment by the Assignor

## 16. RELEASE

Upon discharge in full of the Secured Obligations (and provided that the Assignee shall not have been advised by insolvency counsel that having regard to the facts then existing and by reason of any bankruptcy, insolvency or other applicable laws affecting creditors' rights and the discharge of obligations, the Assignee will or will become likely to be obliged to pay to or to account to the Assignor or any liquidator or trustee in bankruptcy of any of them any amount corresponding to all or any part of the amount paid in or towards such discharge) the Assignee shall, at the request and cost of the Assignor, reassign the Assigned Property to the Assignor by written instrument signed by the Assignee and carry out such further action as may be reasonably requested of it to release this Assignment

## 17. SUCCESSORS IN TITLE

(a) This Assignment shall be binding on and enure to the benefit of the parties hereto and their respective successors and assigns

(b) The Assignor shall not be entitled to assign or transfer or purport to transfer any or all of its rights, benefits and/or obligations under this Assignment without the prior written consent of the Assignee

(c) If the Assignee assigns or transfers or charges any of its rights and/or obligations under this Assignment the Assignee will notify the Assignor as soon as practicable after such assignment, transfer or charge, together with particulars of the assignee, transferee or chargee

## 18. MISCELLANEOUS PROVISIONS

### 18.1 Rights Cumulative

The rights of the Assignee under this Assignment are cumulative may be exercised as often as it considers appropriate and are in addition to its rights under general law

### 18.2 Application of Monies

All proceeds of any enforcement of this Assignment (whether pursuant to Clause 7 1 (*Powers of Assignee*) or otherwise) shall be applied by the Assignee in or towards discharge of the Secured Obligations in accordance with the provisions of the Lease Agreement

## 19. NOTICES

### 19.1 Notice Requirements

Every notice, request, direction or other communication under this Assignment shall

(a) be in writing delivered personally or by first-class prepaid letter (airmail if international) or fax,

(b) be deemed to have been received

(i) in the case of a fax, at the time of despatch with confirmed transmission report stating the correct facsimile number and number of pages sent and that such transmission is "OK" or equivalent (provided always that if the time of despatch is not within normal business hours on a business day in the country of the addressee shall be deemed to have been received at the opening of business on the next business day), and

(ii) in the case of a letter when delivered personally or 3 Business Days after it has been put in the post, and

(c) be sent

to the Assignee at

Address RBS Leasing Company Limited
The Royal Bank of Scotland
The Quadrangle
The Promenade
Cheltenham GL50 1PX

Attention Head of SAF
Facsimile 01242 224867

to the Assignor at

Address Tesco Stores Limited
Tesco House
Delamare Road
Cheshunt
Herefordshire EN8 9SL

| | |
|---|---|
| Attention | Company Secretary |
| Facsimile | +44 1992 646 721 |

with a copy to

| | |
|---|---|
| Address | Tesco Plc<br>Tesco House<br>Delamare Road<br>Cheshunt<br>Hertfordshire EN8 9SL |
| Attention | Group Treasurer |
| Facsimile | +44 1992 635 883 |

provided always that any communication document to be made or delivered to either party shall be effective only when received by that party in fully legible form

**19.2 English language**

(a) Any notice given under or in connection with this Assignment must be in English

(b) All other documents provided under or in connection with this Assignment must be

(i) in English, or

(ii) if not in English and if so required by the Assignee, accompanied by a certified English translation and, in this case the English translation will prevail unless the document is a constitutional, statutory or other official document

## 20. PARTIAL INVALIDITY

If any provision of this Assignment becomes invalid, illegal or unenforceable in any respect under any law, the legality, validity, and enforceability of the remaining provisions shall not in any way be affected or impaired

## 21. REMEDIES AND WAIVERS

The rights of the Assignee under this Assignment are cumulative and may be exercised as often as the Assignee considers appropriate and are in addition to its rights under general law The rights of the Assignee against the Assignor or in relation to the Assigned Property (whether arising under this Assignment or the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing, and in particular any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any such right, any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on the Assignee's part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right

## 22. AMENDMENTS

(a) The provisions of this Assignment shall not be varied otherwise than by an instrument in writing executed by or on behalf of all of the parties to this Assignment

(b) Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Assignment, nor shall it affect any rights, obligations or liabilities under or pursuant to this Assignment which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Assignment shall remain in full force and effect, except and only to the extent that they are so varied

## 23. COUNTERPARTS

This Assignment may be executed in counterparts each of which shall constitute one and the same document

## 24. THIRD PARTY RIGHTS

A person who is not a party to this Assignment may not enforce any of its terms under the Contacts (Rights of Third Parties) Act 1999

## 25. GOVERNING LAW

This Assignment (and any non-contractual obligations arising from or connected to it) shall be governed by, and construed in accordance with, the laws of England and Wales

## 26. ENFORCEMENT

### 26.1 Jurisdiction

(a) Subject to Clause 26 1(c) each of the Assignor and the Assignee irrevocably agrees that the courts of England have exclusive jurisdiction to settle any disputes arising out of or in connection with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment) (a **"Dispute"**)

(b) The Assignor

(i) agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary,

(ii) irrevocably waives any objection to the courts of England on grounds of forum non conveniens or other judicial grounds as regards any Dispute;

(iii) irrevocably consents to the service of process by mail or in any other manner permitted by the relevant law, and

(iv) agrees that a judgement or order of a court of England in connection with this Assignment is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction

(c) This Clause 26 is for the benefit of the Assignee only As a result, the Assignee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Assignee may take concurrent proceedings in any number of jurisdictions

## 27. NO ASSUMPTION OF OBLIGATIONS

No exercise by the Assignee of any rights under this Assignment or any other Operative Document shall constitute or be deemed to constitute an assumption or acceptance by the Assignee of any obligation of the Assignor or any other person with respect to the Assigned Property

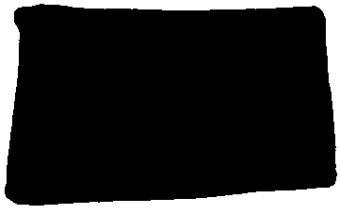
## 28. FURTHER ASSURANCES

(a) The Assignor agrees that it shall, at its own cost and expense, take whatever action the Assignee may reasonably request in order to perfect the Security Interests granted or intended to be granted by this Assignment or to establish, maintain, protect or preserve the rights of the Assignee under this Assignment or to enable it to obtain the full benefits of this Assignment and to exercise and enforce the rights and remedies under this Assignment

(b) The parties hereto will each procure that, and the Assignor shall bear any expense in relation thereto, any registrations, filings and/or submissions required or generally made under the laws of any jurisdiction are made to the extent that the provisions of such laws apply to each of them The parties will coordinate and cooperate with one another in providing such information and all reasonable assistance to the other parties as may be requested in connection with any such registrations, filings and/or submissions

**IN WITNESS WHEREOF** this Assignment has been executed by the Assignee and the Assignor under hand as a deed and is intended to be and is executed and delivered on the date first above written

## EXECUTION PAGE



**EXECUTED AS A DEED** by )
JULIAN ROGERS for and on behalf of )
**R.B. LEASING COMPANY LIMITED** )

Witness Name

Title DIRECTOR · RISK AND PORTFOLIO MANAGEMENT

Address THE QUADRANGLE
THE PROMENADE
CHELTENHAM
GL50 1PX

**EXECUTED AS A DEED** by )
_____ for and on behalf of )
**TESCO STORES LIMITED** )

Witness Name

Title

Address

## SCHEDULE 1: NOTICES

### Part 1: Notice of Assignment of Insurances

From Tesco Stores Limited

To [◆]

[◆] 201[◆]

Dear Sirs

**One Raytheon Hawker 125-800 XP aircraft, Manufacturer's Serial Number 258710 (the "Aircraft")**

We refer to

1 the aircraft lease agreement dated 13 May 2005, as amended by a deed of novation, amendment and restatement dated 23 April 2010 between RBS Aerospace Limited (as existing lessor), Kansas Transportation Limited (**"Kansas"**) (as lessee) and R B Leasing Company Limited (the **"Assignee"**) (as new lessor) in respect of the Aircraft (the **"Lease"**), as further novated and amended by an aircraft lease novation and amendment deed dated [◆] between Kansas (as existing lessee), the Assignee (as lessor) and Tesco Stores Limited (the **"Assignor"**) (as new lessee) (the **"Novation Deed"**),

2 the security assignment dated 23 April 2010 between Kansas (as assignor) and the Assignee (as assignee) (the **"Original Security Assignment"**), pursuant to which Kansas assigned to the Assignee all of its right, title and interest, present and future, in and to (a) all policies and contracts of insurances (other than third party liability insurances) taken out or in existence from time to time in respect of or which related to the Aircraft or any part thereof and (b) all the benefits of, and claims under, all such policies and contracts of insurance and the proceeds thereof (the **"Insurances"**),

3 the deed of release dated [◆] between Kansas (as lessee) and the Assignee (as lessor) (the **"Deed of Release"**), and

4 the security assignment dated [◆] between the Assignor and the Assignee (the **"New Security Assignment"**)

We hereby notify you that

(i) pursuant to the Deed of Release, the Assignee has, *inter alia*, unconditionally and irrevocably reassigned to Kansas all rights, title, benefit and interest (whether present or future) assigned by Kansas to the Assignee pursuant to the Original Security Assignment,

(ii) pursuant to the Novation Deed, all of the interests rights and obligations of Kansas in and under the Lease were transferred to the Assignor, and

(iii) pursuant to the New Security Assignment, the Assignor has assigned to the Assignee all of its right, title and interest, present and future, in and to (a) all policies, contracts of insurance and any amendments to those policies and contracts of insurance (other than third party liability insurances) effected from time to time in respect of or relating to the Aircraft, or any part thereof and (b) all the benefits of, and claims under, all such policies and contracts of insurance and the proceeds thereof

Please acknowledge receipt of this notice by signing the copy of the acknowledgement attached hereto and delivering one signed copy thereof to us and one signed copy thereof to the Assignee

Yours faithfully

**Tesco Stores Limited**

## Part 2: Notice of Assignment relating to other security

From Tesco Stores Limited (the "**Assignor**")

To [*the issuer/provider of other security*] (the "**Issuer**")

cc R B Leasing Company Limited (the "**Assignee**")

Date

Dear Sirs

1 We refer to the [*other security*] dated _____ between the Issuer and the Assignor (the "**Security**")

2 The Assignor hereby gives you notice that by a security assignment dated _____ between the Assignor and the Assignee, the Assignor has assigned to the Assignee by way of security all, of its interests, rights and title in and to, inter alia, the Security

3 Henceforth, all rights that may be exercised by and all moneys that may be payable to the Assignee under the Security shall be exercised by and paid to the Assignee unless and until the Assignor otherwise directs, whereafter such rights shall be exercised and such moneys shall be payable in accordance with the Assignor's directions to the exclusion of the Assignee

4 This notice and the instructions herein contained are irrevocable Please acknowledge receipt of this notice to the Assignor on the attached Acknowledgement

Yours faithfully

**Tesco Stores Limited**

## SCHEDULE 2: ACKNOWLEDGEMENTS

### Part 1: Acknowledgement of Assignment of Insurances

From [Insurance Brokers]

To R B Leasing Company Limited (the "**Assignee**")

[◆]

Dear Sirs

**One Raytheon Hawker 125-800 XP aircraft, Manufacturer's Serial Number 258710 (the "Aircraft")**

We acknowledge receipt of a notice of assignment dated _____2013 (the "**Notice of Assignment**") relating to an assignment between yourselves and Tesco Stores Limited (the "**Assignor**") We confirm that we have received no previous notices of assignment in relation to the right, title and interest of the Assignor in and to the insurances therein mentioned We further agree and confirm that we will disregard any prior notice received by us relating to the assignment of insurances from Kansas Transportation Limited to the Assignee pursuant to the Original Security Assignment (as defined in the Notice of Assignment)

Yours faithfully

## Part 2: Acknowledgement of Assignment relating to Other Security

From [*the issuer/provider of other security*] (the "**Issuer**")

To R B Leasing Company Limited (the "**Assignee**")

[◆] 20[◆]

Dear Sirs

1 We acknowledge receipt of a notice of assignment dated _____(the "**Notice of Assignment**") relating to a security assignment dated _____ between Tesco Stores Limited (the "**Assignor**") and the Assignee (the "**Assignment**")

2 We acknowledge the effectiveness of the Assignment to confer on you all of the Assignor's interests, rights and title in and to the [*other security*] dated _____ between the Issuer and the Assignee (the "**Security**")

3 In consideration of payment to us by the Assignee of one (US$1) United States Dollars, receipt of which we hereby acknowledge, we hereby agree as follows

(a) to comply with the provisions of the Notice of Assignment,

(b) if the Assignee issues to us a written notice (a "**Relevant Notice**") that its rights as assignee under the Assignment have become exercisable, we agree that we will thereafter perform, observe and comply with all of our undertakings and obligations under the Security in favour and for the benefit of the Assignee,

(c) we agree that after issue by the Assignee of any Relevant Notice, we shall not recognise the exercise by the Assignor of any of its rights and powers under the Security unless and until requested to do so by the Assignee,

(d) we confirm that we have not received any notice of assignment of the Security that has not been released on or before the date hereof

4 This acknowledgement shall be governed by and construed in accordance with English Law

Yours faithfully

[*the Issuer*]

EXECUTION VERSION

DATED 17 October 2013

(1) TESCO STORES LIMITED
as Assignor

- and -

(2) R.B. LEASING COMPANY LIMITED
as Assignee

# SECURITY ASSIGNMENT

relating to
one Raytheon Hawker 125-800 XP aircraft
with manufacturer's serial number 258710

DLA Piper UK LLP
3 Noble Street
London
EC2V 7EE
United Kingdom
Tel +44 (0) 8700 111 111
Fax +44 (0) 20 7796 6666

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**THIS SECURITY ASSIGNMENT** (the "**Assignment**") is made by way of **DEED** on 17 October 2013

**BETWEEN:**

(1) **TESCO STORES LIMITED**, a company incorporated under the laws of England and Wales (company number 00519500) whose registered office is at Tesco House, Delamare Road, Cheshunt, Hertfordshire EN8 9SL ("**Assignor**"), and

(2) **R.B. LEASING COMPANY LIMITED**, a company incorporated under the laws of Scotland (company number SC051151) whose registered office is at 24/25 St Andrew's Square, Edinburgh, EH2 1AF, Scotland ("**Assignee**"), and

**WHEREAS:**

A Pursuant to the Lease Agreement the Assignee has agreed to lease the Aircraft to the Assignor on and subject to the terms of the Lease Agreement

B It is a condition precedent to the Novation Deed that the Assignee and Assignor enters into this Assignment

**IT IS AGREED**

## 1. INTERPRETATION

### 1.1 Definitions

In this Assignment (including the recitals), except where the context otherwise requires, the following terms have the meanings given to them in Clause 1 1

"**Agreements**" means the agreements or arrangements constituting the Assigned Property specified in the definition of Assigned Property,

"**Aircraft**" means the Raytheon Hawker 125-800 XP aircraft with manufactures' serial number 258710,

"**Assigned Property**" means all of the right, title and interest, present and future, of the Assignor in, to and under

(a) the Insurances,

(b) the Requisition Compensation,

(c) the Maintenance Contract,

(d) the Maintenance Service Plan Contract,

(e) all proceeds in respect of any of the foregoing, and

(f) to the extent capable of assignment, any and all other agreements or other instruments from time to time entered into by the Assignor, or in the name of the Assignor, in connection with the operation or maintenance of the Aircraft,

together with

(i) all claims, rights and remedies of the Assignor arising out of or in connection with a breach of or default under or in connection with any of the Agreements (including, without limitation, all damages and other compensation payable for or in respect thereof), and

(ii) all rights of the Assignor to require, enforce and compel performance of all of the provisions of my of the Agreements, and otherwise to exercise all claims, rights and remedies thereunder, and all rights to give and receive notices, reports, requests and consents, to make demands, to exercise discretions, options and elections thereunder and to take all other action thereunder, pursuant thereto in connection therewith,

**"Insurances"** means

(a) all policies, contracts of insurance and any amendments to those policies and contracts of insurance (other than third party liability insurances) effected from time to time in respect of or relating to the Aircraft, or any part thereof, and

(b) all the benefits of and all claims under, all such policies and contracts of insurance, and all proceeds thereof,

**"Lease Agreement"** means the aircraft lease agreement dated 13 May 2005 in respect of the Aircraft made between (i) the Previous Lessor as lessor and (ii) the Previous Lessee as lessee, as novated, amended and restated on 23 April 2010 by a deed of novation, amendment and restatement made between (i) the Previous Lessor as existing lessor, (ii) the Previous Lessee as lessee and (iii) the Assignee as new lessor and as further novated and amended by the Novation Deed,

**"Losses"** means any losses, costs charges, expenses, interest, fees, payments, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, adverse judgements, orders or other sanctions,

**"Novation Deed"** means the aircraft lease novation and amendment deed dated on or about the date hereof between (i) the Assignee as lessor, (ii) the Assignor as new lessee and (iii) the Previous Lessee,

**"Previous Lessee"** means Kansas Transportation Limited,

**"Previous Lessor"** means RBS Aerospace Limited,

**"Receiver"** means any receiver or receiver and manager appointed by the Assignee hereunder or under any statutory power,

**"Requisition Compensation"** means any proceeds of requisition (whether for title, use, hire or otherwise) confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft or any part thereof,

**"Secured Obligations"** means all moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Assignor in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any account whatsoever pursuant to the Lease Agreement, this Assignment or any other Operative Document, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Assignor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Assignor) of any of its obligations under the Lease

Agreement, this Assignment or any other Operative Document, and (i) (except as expressly otherwise provided) references to the Secured Obligations include references to any of them, and (ii) any amount expressed to be payable by Assignor under any Operative Document shall be deemed to form part of the Secured Obligations notwithstanding that the liability of or recourse to the Assignor or its assets in respect thereof is limited by any provision of any Operative Document,

**"Security Period"** means the period commencing on the date hereof and terminating on the date upon which all of the Secured Obligations have been paid, performed and discharged in full provided that, in the case of future or contingent liabilities the Security Period shall, in any event, end on the date falling three hundred and sixty four (364) days after the Expiry Date

**1.2 Interpretation**

Except where the context otherwise requires, any references in this Assignment to

(a) "Assignor" and "Assignee" include references to the persons deriving title under or through them respectively,

(b) any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment,

(c) "clauses" and "schedules" shall be to clauses of and schedules to this Assignment,

(d) a term defined in the Lease Agreement shall have the same meaning in this Assignment unless otherwise defined,

(e) any agreement or document (including, without limitation, references to this Assignment) shall be deemed to include references to a concession, contract, deed, franchise, licence, treaty or undertaking and to such agreement or other document as varied, supplemented, novated, amended or replaced from time to time

(f) persons shall be deemed to be references to or to include, as appropriate, any individual, corporation, association, partnership or other entity and includes their respective successors, transferees, assigns and any persons with whom they may at any time amalgamate, and

(g) winding up includes bankruptcy and any procedure under any applicable law which is analogous to winding up or bankruptcy

**1.3 Headings**

Headings and the table of contents are for ease of reference only

**2. COVENANT TO PAY**

The Assignor hereby acknowledges to the Assignee that the amount secured by this Assignment and in respect of which this Assignment and the Security Interest hereby created is enforceable is the full amount of the Secured Obligations for the time being and from time to time outstanding The Assignor hereby covenants with the Assignee that it shall promptly pay and discharge all of the Secured Obligations

## 3. ASSIGNMENT

### 3.1 Assignment

The Assignor hereby assigns and agrees to assign the Assigned Property, absolutely and unconditionally, to and in favour of the Assignee, in order to secure the payment performance and discharge in full of all the Secured Obligations

### 3.2 Re-Assignment

If the Assignor shall have repaid to the Assignee in full all amounts hereby secured on or before the date of such request, and provided that no Event of Default shall have occurred and be subsisting at the date of such request, the Assignee shall (at the request and cost of the Assignor) re-assign to the Assignor (subject to Clause 10 6 (*Conditional Discharge*)) the rights, title, benefit and interest in and to the Assigned Property hereby assigned, and shall execute such notices and directions to such other persons as the Assignor may reasonably require in order to give effect to such re-assignment

### 3.3 Nature of Security Interests

The parties hereto intend that this Assignment shall create and constitute an effective first-ranking fixed Security Interest over the Assigned Property wheresoever the same may be situate, and under and so far as effective under all applicable laws

## 4. REPRESENTATIONS AND WARRANTIES

The Assignor warrants and represents to the Assignee that

(a) the Assignor has taken all corporate action necessary to authorise the execution, delivery and performance of this Assignment,

(b) each of the representations and warranties given by the Assignor in Schedule 2 (*Representations and Warranties*) of the Lease Agreement remains true and accurate at the date hereof as if given by reference to the facts and circumstances now existing,

(c) the Lease Agreement and each of the other Agreements constitutes valid and binding obligations of the parties thereto and no party thereto is in default thereunder, and

(d) the Assignor has not assigned, charged, pledged or otherwise encumbered or disposed of any of its rights and benefits under any of the Agreements, and the Assigned Property is free from any Security Interests other than this Assignment

## 5. COVENANTS AND UNDERTAKINGS

### 5.1 Notices and Acknowledgements

The Assignor shall on the date hereof

(a) execute and deliver to each of the addressees thereof notices in the respective forms set out in Schedule 1 (*Notices*), duly executed by the Assignor, and

(b) use its reasonable endeavours to procure delivery to the Assignee of an acknowledgement substantially in the form set out in Schedule 2 (*Acknowledgements*), duly executed by the addressee of the notice relating thereto

## 5.2 Continuing Covenants

The Assignor hereby covenants and undertakes throughout the Security Period (subject to and without prejudice to the provisions of the Lease Agreement and the other Operative Documents)·

(a) to take all steps reasonably required by the Assignee to preserve or protect the Assignor's interest and the interest of the Assignee in the Assigned Property, including, without limitation, preservation of the secured interest created by this Assignment,

(b) to furnish to the Assignee from time to time such information and reports regarding the Assigned Property as the Assignee may reasonably request,

(c) upon the occurrence of an Event of Default to promptly deliver all cash, proceeds, cheques, drafts, orders and other instalments for the payment of money received on account of any Assigned Property in the form received (properly endorsed, but without recourse, for collection where required) to the Assignee and not to commingle any such collections or proceeds with its other funds or property, and to hold the same upon an express trust for and on behalf of the Assignee until delivered,

(d) to do or permit to be done each and every act or thing which the Assignee may from time to time require to be done for the purpose of enforcing the Assignee's rights granted pursuant to this Assignment under any of the Assigned Property and this Assignment and will allow its name to be used as and when reasonably required by the Assignee for that purpose,

(e) promptly to notify the Assignee if (i) any payment due under any Agreement is not paid to the Assignor in full on the due date or (ii) the Assignor becomes aware of the occurrence of any event of default or termination event under any of the Agreements,

(f) promptly to deliver to the Assignee an original execution copy of any document referred to in the definition of Assigned Property entered into by the Assignor and, if the Assignee so requests to sign and deliver to the other party or parties thereto a notice in the form set out in Schedule 1, Part 2 (*Notices*) to this Assignment (with such amendments as the Assignee may agree or reasonably require) and to procure that such other party or parties sign and deliver to the Assignee an acknowledgement to such notice in the form set out in Schedule 2, Part 2 (*Acknowledgements*),

(g) promptly to deliver to the Assignee a copy of any material notice issued by the Assignor or received by the Assignor to or from any person pursuant to or in connection with the Agreements, and

(h) to perform fully and punctually its obligations under the Lease Agreement and the other Agreements, and to use its best endeavours to procure that any relevant party shall perform its obligations under the Agreements

## 5.3 Assignment and amendment of Assigned Property

The Assignor hereby undertakes that throughout the Security Period it shall not without the prior written consent of the Assignee (but subject to and without prejudice to the provisions of the Lease Agreement and the other Operative Documents)

(a) sell, assign, transfer or otherwise dispose of any of the Assigned Property or create or suffer to exist any Security Interest over or with respect to any of the Assigned Property except for this Assignment, or

(b) agree to any amendment to, or give any consent, waiver or approval under, any of the Agreements, or agree to any termination or cancellation of, or take any other action in connection with, any of the Agreements

## 6. RIGHTS, OBLIGATIONS AND LIABILITIES

Notwithstanding anything to the contrary herein contained, the Assignor agrees with the Assignee and for the benefit of the Assignee that

(a) the Assignor shall at all times remain liable to perform all the duties and obligations expressed to be assumed by it in relation to the Assigned Property to the same extent as if this Assignment had hot been executed,

(b) the exercise by the Assignee of any of the rights assigned hereunder shall not release the Assignor from any of its duties or obligations in relation to the Assigned Property,

(c) the Assignee shall not give any obligation or liability in relation to the Assigned Property by reason of, or arising out of, this Assignment,

(d) the Assignee shall not be obliged to perform any of the obligations or duties of the Assignor expressed to be assumed by it in relation to the Assigned Property, and

(e) the Assignee shall not be required to make any payment or to make any inquiry as to the sufficiency of any payment received by the Assignee or the Assignor, or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder

## 7. DEFAULT AND REMEDIES

### 7.1 Powers of Assignee

Without prejudice to any of its other rights whether conferred under any of the Operative Documents or by law generally, at any time upon or following an Event of Default, the Assignee shall be entitled

(a) to apply to any court of competent authority for an order for foreclosure absolute so as to vest all the Assignor's right, title and interest in all or any of the Assigned Property in the Assignee,

(b) to sell, call in, collect and convert into money all or any of the Assigned Property by public or private contact at any place in the world with or without advertisement or notice to the Assignor or any other person, with all such powers in that respect as are conferred by law, and by way of extension thereof such sale, calling in, collection and conversion may be made for such consideration as the Assignee shall in its sole and absolute discretion deem reasonable (whether the same shall consist of cash or shares or debentures in some other company or companies or other property of whatsoever nature or partly of one and partly of some other species of consideration, and whether such consideration shall presently payable or by instalments or at some future date, and whether such deferred or future payments shall be secured or not) and in all other respects in such manner as the Assignee shall in its sole and absolute discretion think

fit, and without being liable to account for any loss of or deficiency in such consideration, and Section 103 of the Law of Property Act 1925 shall not apply to this Assignment or to the power of sale, calling in, collection or conversion hereinbefore contained, and for the purposes of this sub-clause the Assignee may (in its sole and absolute discretion) by notice appoint the Assignor or any other person its non-exclusive agent to sell all or any of the Assigned Property on terms satisfactory to the Assignee,

(c) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Assigned Property or in any way relating to this Assignment and execute releases or other discharges in relation thereto,

(d) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the Assigned Property,

(e) to execute and do all such acts, deeds and things as the Assignee may consider necessary or proper for or in relation to any of the purposes aforesaid, and

(f) to appoint a Receiver of all or any part of the Assigned Property upon such terms as to remuneration and otherwise as the Assignee shall deem fit, and the Assignee may from time to time remove any Receiver so appointed and appoint another in his stead; and to fix (at or after the time of his appointment) the remuneration of any such Receiver A Receiver so appointed shall be the agent of the Assignor, and the Assignor shall be liable for such Receiver's actions and defaults to the exclusion of liability on the part of the Assignee Nothing herein contained shall render the Assignee liable to any such Receiver for his remuneration, costs, charges or expenses or otherwise

**7.2 Law of Property Act**

Sections 109(6) and 109(8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed under Clause 7 1

**7.3 Other Powers**

Notwithstanding any other provision of this Assignment and without limiting, and as an addition to, the powers conferred upon the Assignee (and any Receiver appointed pursuant to Clause 7 1 (*Powers of Assignee*)) by the laws of England or of any other jurisdiction, the Assignee or the Receiver (as the case may be) may at any time upon or following an Event of Default exercise against or in respect of the Assignor and/or the Assigned Property any of the rights, powers, privileges or discretions conferred from time to time by applicable law, domestic or foreign

## 8. POWERS OF RECEIVER

**8.1 Powers of Receiver**

Any Receiver appointed under Clause 7 1 (*Powers of Assignee*) shall have all the powers conferred on a receiver by law (save that Section 103 of the Law of Property Act 1925 or any other relevant statutory provision shall not apply) and by way of addition to but without limiting those powers:

(a) the Receiver shall have all the powers given to the Assignee hereunder of taking possession of calling in, collecting, converting into money and selling and dealing with the Assigned Property or any part thereof and generally shall be entitled to the same protection and to exercise the same powers and discretions as are given to the Assignee hereunder and shall also have such other of the powers and discretions given to the Assignee hereunder as the Assignee may from time to time confer on him,

(b) the remuneration of the receiver may be fixed by the Assignee (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise), but shall be payable by the Assignor, and the amount of such remuneration may be debited by the Assignee from any account of the Assignor but shall, in any event, be secured on the Assigned Property under this Assignment,

(c) the Receiver shall have power to make any payment and incur any expenditure which the Assignee is by this Assignment expressly or impliedly authorised to make or incur Any expenses incurred by the Receiver in the exercise of any of his powers hereunder may be paid or retained by him out of any moneys coming into his hands as receiver or may be paid by the Assignee, in which case they shall be treated as expenses properly incurred by the Assignee,

(d) the Receiver shall in the exercise of his powers, authorities and discretions conform with the reasonable directions from time to time made and given by the Assignee,

(e) the Assignee may at any time require security to be given for the due performance of the Receiver's duties as receiver, at the cost of the Assignor, and

(f) the Assignee may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as receiver

**8.2 No Liability as Mortgagee in Possession**

Neither the Assignee nor the Receiver shall be liable to account as a mortgagee in possession of the Assigned Property, and neither the Assignee nor any Receiver shall be liable for any loss arising from or in connection with the realisation of the Assigned Property or otherwise for any act, neglect, default or omission for which a mortgagee in possession might be liable as such

**8.3 Other Powers of Receiver**

The foregoing powers of a Receiver shall be in addition to any statutory or other powers of the Assignee under the Law of Property Act 1925 and of a receiver under the Insolvency Act 1986 as amended by the Enterprise Act 2002, and the Receiver shall it any event have and be entitled to exercise all the rights, powers and remedies conferred upon the Assignee by this Assignment and by law with respect to the Assigned Property.

## 9. THIRD PARTIES

### 9.1 Protection of Third Parties

No person dealing with the Assignee or any Receiver appointed by the Assignee hereunder shall be concerned to enquire whether an Event of Default has occurred or whether the power which the Assignee or such Receiver is purporting to exercise has become exercisable or whether any money remains due on the security of this Assignment or otherwise as to the propriety or regularity of any sale or other dealing by the Assignee or such Receiver with the Assigned Property, and all the protections to purchasers conferred by law shall apply to such persons dealing with the Assignee or such Receiver

### 9.2 Receipts

The receipt of the Assignee or such Receiver for the purchase monies shall effectively discharge the purchaser, who shall not be concerned with the manner of application of the same or be in any way answerable therefor

### 9.3 Meaning of Purchaser

In Clauses 9 1 (*Protection of Third Parties*) and 9 2 (*Receipts*), purchaser includes any person acquiring for money or money's worth, any lease of, or Security Interest over, of any other interest or right whatsoever in relation to the Assigned Property

## 10. CONTINUING SECURITY

### 10.1 Continuing Security

The security created by this Assignment shall be held by the Assignee as a continuing security for the full and punctual payment performance, discharge and satisfaction of all of the Secured Obligations, regardless of any intermediate payment performance, discharge or satisfaction of any part of the Secured Obligations

### 10.2 Additional Security

The security created by this Assignment is in addition to, and shall not be prejudiced by, any other security, guarantee or other assurance now or subsequently held by the Assignee for all or any part of the Secured Obligations

### 10.3 Law of Property Act 1925

Section 93 (Restrictions on consolidation of mortgages) and Section 103 (Regulation on exercise of power of sale) of the Law of Property Act 1925 shall not apply to this Assignment

### 10.4 Exercise of Rights

The Assignee does not need, before exercising any of the rights, powers or remedies conferred upon it by this Assignment or by law, to

(a) take action or obtain judgment against the Assignor or any other person in any court or otherwise, or

(b) make or file a claim or proof in a winding-up, liquidation, bankruptcy, insolvency dissolution, reorganisation or amalgamation of, or other analogous event of or with respect to, the Assignor or any other person, or

(c) enforce or seek to enforce the payment or performance of, or the recovery of any of the moneys, obligations and liabilities hereby secured or any other security, guarantee or other assurance for all or any of the Secured Obligations

**10.5 Security not Discharged**

The security created by this Assignment shall continue in full force and effect and shall not be discharged, impaired or otherwise affected by:

(a) any failure by the Assign to take or enforce any other security, guarantee or other assurance taken or agreed to be taken or given for all or any of the Secured Obligations under or pursuant to any Operative Document or otherwise, or

(b) any time or indulgence given or agreed to be given by the Assignee or any other person to the Assignor or any other person in respect of the Secured Obligations or in respect of the Assignor's or such other person's obligations under any security or guarantee relating thereto, or

(c) any amendment, modification, variation, supplement, novation, restatement or replacement of all or any Part of the Secured Obligations or any Operative Document, or

(d) any release or exchange of any other security, guarantee or other assurance now or hereafter held by or enduring to the benefit of the Assignee or any other person for all or part of the Secured Obligations, or

(e) any other act, omission, fact, matter, event, circumstance, event or thing (other than a discharge in accordance with the express terms of this Assignment) which, but for this provision, might operate to impair, discharge or adversely affect the rights of any of the Assignee under this Assignment or under any other Operative Document or which, but for this provision, might constitute a legal or equitable discharge of the security hereby created.

**10.6 Conditional Discharge**

Any settlement or discharge between any of the Assignee and the Assignor and/or any other person shall be conditional upon no security or payment to the Assignee by the Assignor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation winding-up, insolvency, dissolution, reorganisation, amalgamation or other analogous event or proceedings for the time being in force

**11. PERPETUITY PERIOD**

The perpetuity period under the rule against perpetuities (if applicable hereto) shall be the period of one hundred and twenty-five (125) years from the date hereof

## 12. ENFORCEMENT OF SECURITY

### 12.1 Time of enforcement

The security constituted by this Assignment and the power of sale and other powers conferred by Section 101 (Powers incident to estate or interest of mortgagee) of the Law of Property Act 1925 (or any other relevant statutory provision of similar effect), as varied or amended by this Assignment, shall be immediately enforceable and exercisable upon and at any time after the occurrence of an Event of Default.

### 12.2 Powers of Assignee

When and at any time after the security constituted by this Assignment has become enforceable, the Assignee shall be entitled without notice immediately to put into force and exercise all the powers and remedies possessed by it hereunder, under the Lease Agreement and the other Operative Documents (including the appointment of a receiver) as if such powers and remedies applied in relation to the Assigned Property and according to applicable law as assignee by way of security of the Assigned Property as and when it may see fit

## 13. DELEGATION BY ASSIGNEE

The Assignee shall be entitled at any time and as often as it may deem expedient to delegate all or any of the powers, rights and remedies vested in it by or in connection with this Assignment in such manner, upon such terms and to such person as the Assignee in its absolute discretion may think fit.

## 14. POWER OF ATTORNEY

### 14.1 Power of Attorney

The Assignor, by way of security for the full and punctual payment performance and discharge of the Secured Obligations, irrevocably appoints the Assignee to be its true and lawful attorney (with full power of substitution and delegation) to take any action which the Assignor is obliged to take under or pursuant to this Assignment provided that the Assignee shall not exercise the power of attorney granted hereunder until the occurrence of an Event of Default

### 14.2 No Obligation to Exercise Power

The Assignee shall not have any obligation to exercise any of the powers hereby conferred upon it or to make any demand or enquiry as to the nature or sufficiency of any payment received by it with respect to the Assigned Property No action taken by or omitted to be taken by the Assignee in the proper exercise of the power conferred on it pursuant to Clause 14 1 (*Power of Attorney*) shall give rise to any defence, counterclaim or set-off in favour of the Assignor or otherwise affect any of the Secured Obligations

### 14.3 Ratification

The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971 and the Assignor shall ratify and confirm and agree to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Assignee may execute or do in the exercise of such power

## 15. EXPENSES AND INDEMNITIES

The Assignor hereby agrees to indemnify on demand, and hold harmless, the Assignee and every attorney, manager, agent or other person appointed by the Assignee, in respect of any Loss from time to time suffered or incurred by any of them

(a) in the execution or purported execution of any rights, powers, remedies, authorities or discretions vested in any of them by or pursuant to this Assignment, or otherwise in connection with the performance of this Assignment or any documents required pursuant hereto or any consent, waiver, amendment, supplement or approval which may be required or requested under this Assignment, or in enforcing or endeavouring to enforce any provisions of this Assignment or the security constituted hereby, or

(b) by reason of any failure of the Assignor to perform any of its obligations pursuant to the Lease Agreement, this Assignment or any other Operative Document

### 15.2 Assignee's Right to Remedy

If at any time the Assignor fails to do any act which it is obliged to do hereunder or to make any payment which it is obliged to make hereunder (other than a payment to the Assignee), the Assignee may (but shall not be bound to) do such act or procure its doing or make such payment itself The Assignor shall pay to the Assignee on demand the amount of payment made or any Loss incurred by the Assignee in doing any act pursuant to this Clause 15 2, together with interest thereon at the Default Rate calculated from the date of payment by the Assignee until the date of payment by the Assignor

## 16. RELEASE

Upon discharge in full of the Secured Obligations (and provided that the Assignee shall not have been advised by insolvency counsel that having regard to the facts then existing and by reason of any bankruptcy, insolvency or other applicable laws affecting creditors' rights and the discharge of obligations, the Assignee will or will become likely to be obliged to pay to or to account to the Assignor or any liquidator or trustee in bankruptcy of any of them any amount corresponding to all or any part of the amount paid in or towards such discharge) the Assignee shall, at the request and cost of the Assignor, reassign the Assigned Property to the Assignor by written instrument signed by the Assignee and carry out such further action as may be reasonably requested of it to release this Assignment

## 17. SUCCESSORS IN TITLE

(a) This Assignment shall be binding on and enure to the benefit of the parties hereto and their respective successors and assigns

(b) The Assignor shall not be entitled to assign or transfer or purport to transfer any or all of its rights, benefits and/or obligations under this Assignment without the prior written consent of the Assignee

(c) If the Assignee assigns or transfers or charges any of its rights and/or obligations under this Assignment the Assignee will notify the Assignor as soon as practicable after such assignment, transfer or charge, together with particulars of the assignee, transferee or chargee

## 18. MISCELLANEOUS PROVISIONS

### 18.1 Rights Cumulative

The rights of the Assignee under this Assignment are cumulative may be exercised as often as it considers appropriate and are in addition to its rights under general law

### 18.2 Application of Monies

All proceeds of any enforcement of this Assignment (whether pursuant to Clause 7.1 (*Powers of Assignee*) or otherwise) shall be applied by the Assignee in or towards discharge of the Secured Obligations in accordance with the provisions of the Lease Agreement

## 19. NOTICES

### 19.1 Notice Requirements

Every notice, request, direction or other communication under this Assignment shall

(a) be in writing delivered personally or by first-class prepaid letter (airmail if international) or fax,

(b) be deemed to have been received

(i) in the case of a fax, at the time of despatch with confirmed transmission report stating the correct facsimile number and number of pages sent and that such transmission is "OK" or equivalent (provided always that if the time of despatch is not within normal business hours on a business day in the country of the addressee shall be deemed to have been received at the opening of business on the next business day), and

(ii) in the case of a letter when delivered personally or 3 Business Days after it has been put in the post, and

(c) be sent

to the Assignee at

Address RBS Leasing Company Limited
The Royal Bank of Scotland
The Quadrangle
The Promenade
Cheltenham GL50 1PX

Attention. Head of SAF
Facsimile· 01242 224867

to the Assignor at

Address Tesco Stores Limited
Tesco House
Delamare Road
Cheshunt
Herefordshire EN8 9SL

| | |
|---|---|
| Attention | Company Secretary |
| Facsimile | +44 1992 646 721 |

with a copy to

| | |
|---|---|
| Address. | Tesco Plc<br>Tesco House<br>Delamare Road<br>Cheshunt<br>Hertfordshire EN8 9SL |
| Attention | Group Treasurer |
| Facsimile | +44 1992 635 883 |

provided always that any communication document to be made or delivered to either party shall be effective only when received by that party in fully legible form

**19.2 English language**

(a) Any notice given under or in connection with this Assignment must be in English

(b) All other documents provided under or in connection with this Assignment must be

(i) in English, or

(ii) if not in English and if so required by the Assignee, accompanied by a certified English translation and, in this case the English translation will prevail unless the document is a constitutional, statutory or other official document

## 20. PARTIAL INVALIDITY

If any provision of this Assignment becomes invalid, illegal or unenforceable in any respect under any law, the legality, validity, and enforceability of the remaining provisions shall not in any way be affected or impaired

## 21. REMEDIES AND WAIVERS

The rights of the Assignee under this Assignment are cumulative and may be exercised as often as the Assignee considers appropriate and are in addition to its rights under general law The rights of the Assignee against the Assignor or in relation to the Assigned Property (whether arising under this Assignment or the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing, and in particular any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any such right, any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right and no act or course of conduct or negotiation on the Assignee's part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right

## 22. AMENDMENTS

(a) The provisions of this Assignment shall not be varied otherwise than by an instrument in writing executed by or on behalf of all of the parties to this Assignment.

(b) Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Assignment, nor shall it affect any rights, obligations or liabilities under or pursuant to this Assignment which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Assignment shall remain in full force and effect, except and only to the extent that they are so varied.

## 23. COUNTERPARTS

This Assignment may be executed in counterparts each of which shall constitute one and the same document

## 24. THIRD PARTY RIGHTS

A person who is not a party to this Assignment may not enforce any of its terms under the Contacts (Rights of Third Parties) Act 1999

## 25. GOVERNING LAW

This Assignment (and any non-contractual obligations arising from or connected to it) shall be governed by, and construed in accordance with, the laws of England and Wales

## 26. ENFORCEMENT

### 26.1 Jurisdiction

(a) Subject to Clause 26 1(c) each of the Assignor and the Assignee irrevocably agrees that the courts of England have exclusive jurisdiction to settle any disputes arising out of or in connection with this Assignment (including a dispute regarding the existence, validity or termination of this Assignment) (a "**Dispute**")

(b) The Assignor

(i) agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary,

(ii) irrevocably waives any objection to the courts of England on grounds of forum non conveniens or other judicial grounds as regards any Dispute,

(iii) irrevocably consents to the service of process by mail or in any other manner permitted by the relevant law, and

(iv) agrees that a judgement or order of a court of England in connection with this Assignment is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction

(c) This Clause 26 is for the benefit of the Assignee only As a result, the Assignee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Assignee may take concurrent proceedings in any number of jurisdictions

## 27. NO ASSUMPTION OF OBLIGATIONS

No exercise by the Assignee of any rights under this Assignment or any other Operative Document shall constitute or be deemed to constitute an assumption or acceptance by the Assignee of any obligation of the Assignor or any other person with respect to the Assigned Property

## 28. FURTHER ASSURANCES

(a) The Assignor agrees that it shall, at its own cost and expense, take whatever action the Assignee may reasonably request in order to perfect the Security Interests granted or intended to be granted by this Assignment or to establish, maintain, protect or preserve the rights of the Assignee under this Assignment or to enable it to obtain the full benefits of this Assignment and to exercise and enforce the rights and remedies under this Assignment

(b) The parties hereto will each procure that, and the Assignor shall bear any expense in relation thereto, any registrations, filings and/or submissions required or generally made under the laws of any jurisdiction are made to the extent that the provisions of such laws apply to each of them The parties will coordinate and cooperate with one another in providing such information and all reasonable assistance to the other parties as may be requested in connection with any such registrations, filings and/or submissions

**IN WITNESS WHEREOF** this Assignment has been executed by the Assignee and the Assignor under hand as a deed and is intended to be and is executed and delivered on the date first above written

## EXECUTION PAGE

**EXECUTED AS A DEED by )**
**_____ for and on behalf of )**
**R.B. LEASING COMPANY LIMITED )**

Witness Name:

Title

Address

**EXECUTED AS A DEED by )**
JONATHAN LLOYD **for and on behalf of )**
**TESCO STORES LIMITED )**

Witness Name JONATHAN CALDWELL

Title TRAINEE SOLICITOR

Address

DLA PIPER
DLA PIPER UK LLP
3 NOBLE STREET
LONDON EC2V 7EE
TEL 08700 111 1
FAX 020 7796 6666
DX 33866 FINSBURY SQUARE

## SCHEDULE 1: NOTICES

### Part 1: Notice of Assignment of Insurances

From Tesco Stores Limited

To [◆]

[◆] 201[◆]

Dear Sirs

**One Raytheon Hawker 125-800 XP aircraft, Manufacturer's Serial Number 258710 (the "Aircraft")**

We refer to

1 the aircraft lease agreement dated 13 May 2005, as amended by a deed of novation, amendment and restatement dated 23 April 2010 between RBS Aerospace Limited (as existing lessor), Kansas Transportation Limited (**"Kansas"**) (as lessee) and R B Leasing Company Limited (the **"Assignee"**) (as new lessor) in respect of the Aircraft (the **"Lease"**), as further novated and amended by an aircraft lease novation and amendment deed dated [◆] between Kansas (as existing lessee), the Assignee (as lessor) and Tesco Stores Limited (the **"Assignor"**) (as new lessee) (the **"Novation Deed"**),

2 the security assignment dated 23 April 2010 between Kansas (as assignor) and the Assignee (as assignee) (the **"Original Security Assignment"**), pursuant to which Kansas assigned to the Assignee all of its right, title and interest, present and future, in and to (a) all policies and contracts of insurances (other than third party liability insurances) taken out or in existence from time to time in respect of or which related to the Aircraft or any part thereof and (b) all the benefits of, and claims under, all such policies and contracts of insurance and the proceeds thereof (the **"Insurances"**),

3 the deed of release dated [◆] between Kansas (as lessee) and the Assignee (as lessor) (the **"Deed of Release"**), and

4 the security assignment dated [◆] between the Assignor and the Assignee (the **"New Security Assignment"**).

We hereby notify you that

(i) pursuant to the Deed of Release, the Assignee has, *inter alia*, unconditionally and irrevocably reassigned to Kansas all rights, title, benefit and interest (whether present or future) assigned by Kansas to the Assignee pursuant to the Original Security Assignment,

(ii) pursuant to the Novation Deed, all of the interests rights and obligations of Kansas in and under the Lease were transferred to the Assignor, and

(iii) pursuant to the New Security Assignment, the Assignor has assigned to the Assignee all of its right, title and interest, present and future, in and to (a) all policies, contracts of insurance and any amendments to those policies and contracts of insurance (other than third party liability insurances) effected from time to time in respect of or relating to the Aircraft, or any part thereof and (b) all the benefits of, and claims under, all such policies and contracts of insurance and the proceeds thereof

Please acknowledge receipt of this notice by signing the copy of the acknowledgement attached hereto and delivering one signed copy thereof to us and one signed copy thereof to the Assignee

Yours faithfully

**Tesco Stores Limited**

## Part 2: Notice of Assignment relating to other security

From Tesco Stores Limited (the "**Assignor**")

To [*the issuer/provider of other security*] (the "**Issuer**")

cc R B Leasing Company Limited (the "**Assignee**")

Date

Dear Sirs

1 We refer to the [*other security*] dated _____ between the Issuer and the Assignor (the "**Security**")

2 The Assignor hereby gives you notice that by a security assignment dated _____ between the Assignor and the Assignee, the Assignor has assigned to the Assignee by way of security all, of its interests, rights and title in and to, inter alia, the Security

3 Henceforth, all rights that may be exercised by and all moneys that may be payable to the Assignee under the Security shall be exercised by and paid to the Assignee unless and until the Assignor otherwise directs, whereafter such rights shall be exercised and such moneys shall be payable in accordance with the Assignor's directions to the exclusion of the Assignee

4 This notice and the instructions herein contained are irrevocable Please acknowledge receipt of this notice to the Assignor on the attached Acknowledgement

Yours faithfully

**Tesco Stores Limited**

## SCHEDULE 2: ACKNOWLEDGEMENTS

### Part 1: Acknowledgement of Assignment of Insurances

From [Insurance Brokers]

To R B Leasing Company Limited (the "**Assignee**")

[◆]

Dear Sirs

**One Raytheon Hawker 125-800 XP aircraft, Manufacturer's Serial Number 258710 (the "Aircraft")**

We acknowledge receipt of a notice of assignment dated _____2013 (the "**Notice of Assignment**") relating to an assignment between yourselves and Tesco Stores Limited (the "**Assignor**") We confirm that we have received no previous notices of assignment in relation to the right, title and interest of the Assignor in and to the insurances therein mentioned We further agree and confirm that we will disregard any prior notice received by us relating to the assignment of insurances from Kansas Transportation Limited to the Assignee pursuant to the Original Security Assignment (as defined in the Notice of Assignment)

Yours faithfully

## Part 2: Acknowledgement of Assignment relating to Other Security

From [*the issuer/provider of other security*] (the "**Issuer**")

To R B Leasing Company Limited (the "**Assignee**")

[◆] 20[◆]

Dear Sirs

1 We acknowledge receipt of a notice of assignment dated _____(the "**Notice of Assignment**") relating to a security assignment dated _____ between Tesco Stores Limited (the "**Assignor**") and the Assignee (the "**Assignment**")

2 We acknowledge the effectiveness of the Assignment to confer on you all of the Assignor's interests, rights and title in and to the [*other security*] dated _____ between the Issuer and the Assignee (the "**Security**")

3 In consideration of payment to us by the Assignee of one (US$1) United States Dollars, receipt of which we hereby acknowledge, we hereby agree as follows

(a) to comply with the provisions of the Notice of Assignment,

(b) if the Assignee issues to us a written notice (a "**Relevant Notice**") that its rights as assignee under the Assignment have become exercisable, we agree that we will thereafter perform, observe and comply with all of our undertakings and obligations under the Security in favour and for the benefit of the Assignee,

(c) we agree that after issue by the Assignee of any Relevant Notice, we shall not recognise the exercise by the Assignor of any of its rights and powers under the Security unless and until requested to do so by the Assignee,

(d) we confirm that we have not received any notice of assignment of the Security that has not been released on or before the date hereof

4 This acknowledgement shall be governed by and construed in accordance with English Law

Yours faithfully

[*the Issuer*]