

MG01
Particulars of a mortgage or charge

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A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

X **What this form is NOT for**
You cannot use this form to
register particulars of a charge for
company. To do this, please
use form MG01s

TUESDAY



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08/11/2011

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COMPANIES HOUSE

1 Company details

Company number 0 1 1 2 8 2 8 6 ✓

Company name in full PREMIAIR AIRCRAFT ENGINEERING LIMITED registered in
England and Wales

4 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation / 03 01 2011

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Deed of Admission dated 31 October 2011 made between (1) Premiair
Aviation Group Limited, Premiair Aviation Services Limited, Premiair
Aircraft Engineering Limited, Premiair Aircraft Sales Limited (together
the "Existing Companies"), (2) Premiair Business Aviation Limited (the
"Further Company") and (3) Lloyds TSB Bank plc (the "Bank"), which is
supplemental to an Omnibus Guarantee & Set-Off Agreement dated 9
September 2008 made between (1) the Existing Companies and (2) the Bank

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 10
1) all money and liabilities whether actual or
contingent now or at any time hereafter due, owing
or incurred to the Bank from or by any one or more
of the Existing Companies or the Further Company
(together the "Companies", and "Company" means any
one of them) anywhere in any manner whatsoever
without limitation whether alone or jointly with
any other person and in whatever style, name or
form and whether as principal or surety and
notwithstanding that the same may at any earlier
time have been due, owing or incurred to some other
person and have subsequently become due, owing or
incurred to the Bank as a result of a transfer,
assignment or other transaction or by operation of
law including (see continuation pages 1 and 2 to
this Form MG01)

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Lloyds TSB Bank Plc

Address 25 Gresham Street

London

Postcode E C 2 V 7 H N

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

1) The Companies with full title guarantee charge their Credit Balances to the Bank to secure repayment of the Secured Obligations

2) Any security held by or for any of the Companies from any Principal or any other Company shall be held in trust for the Bank as security for the Secured Obligations and upon request by the Bank such Company shall forthwith deposit such security with the Bank or assign the same to the Bank

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

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *LRS Caravan Hire Ltd*

X

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

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Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name ANJK/AAKR 107260 00250

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

Post town London

County/Region

Postcode E C 1 A 4 D D

Country

DX

Telephone 020 7367 3000



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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



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.

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

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Particulars of a mortgage or charge

4	Amount secured	1
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(a) in the case of the liquidation, administration or dissolution of any such Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and</p> <p>(b) in the event of the discontinuance by any means of the Guarantee in respect of any Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Company, and</p> <p>2) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Companies or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and</p> <p>3) commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2 above on each such sum from the date that the same was incurred or fell due,</p> <p>(together the "Companies' Liabilities")</p> <p>Provided that the liability of the Companies under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed</p>	

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Particulars of a mortgage or charge

4	Amount secured	2
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>In this form MG01 the following expression shall have the following meanings</p> <p>"Account" means all the present and future accounts of the Companies with the Bank whether such accounts are in the sole name of any of the Companies or in the joint names of two or more Companies and includes accounts in the Bank's name with any designation which includes the name(s) of any one or more of the Companies and Account means any one of them</p> <p>"Credit Balances" means any sum standing to the credit of an Account, whether in Sterling or any other currency or currency unit and the debt from time to time owing by the Bank represented by that sum and "Credit Balances" means all of them</p> <p>"Guarantee" means the guarantee contained in clause 2 of the Principal Deed and the indemnity contained in clause 4 (and, in each case, any corresponding provision in any deed supplemental to the Principal Deed)</p> <p>"Principal" means any Company insofar only as it at any time owes money or has incurred liabilities (whether certain or contingent) to the Bank otherwise than pursuant to the terms of the Principal Deed and the Deed of Adherence</p> <p>"Principal Deed" means the Omnibus Guarantee & Set-Off Agreement dated 9 September 2008 and made between (1) the Existing Companies and (2) the Bank</p> <p>"Secured Obligations" means the aggregate of the Companies' Liabilities and all other money and liabilities payable by the Companies under the Principal Deed</p> <p>"Sterling" means the legal currency for the time being of the United Kingdom</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 1128286
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ADMISSION DATED 31
OCTOBER 2011 AND CREATED BY PREMIAIR AIRCRAFT
ENGINEERING LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM OR BY ANY ONE OR MORE OF THE
EXISTING COMPANIES OR THE FURTHER COMPANY ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 NOVEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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