

# MG01

## Particulars of a mortgage or charge

134712/13

IRIS Laserform

### 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

☐ **What this form is for**  
You cannot use this form to register  
particulars of a mortgage or charge  
company To complete form MG01s

FRIDAY



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"R25OKFK1"  
05/04/2013  
COMPANIES HOUSE  
"L252CDQ1"  
27/03/2013  
COMPANIES HOUSE  
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<b>1</b>	<b>Company details</b>	For official use
Company number	0 4 2 9 7 0 3 6	<b>2</b> <b>Filling in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	TRIANGLE REGIONAL AIRCRAFT LEASING LIMITED (the "Assignor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d1 d9 m0 m3 y2 y0 y1 y3	
<b>3</b>	<b>Description</b>	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' Security Assignment (the "Security Assignment") dated 19 March 2013 between the Assignor, Falko Regional Aircraft Limited and Investec Bank PLC (the "Security Trustee", which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of, and in accordance with, the Facility Agreement)	
<b>4</b>	<b>Amount secured</b>	
Amount secured	Please give us details of the amount secured by the mortgage or charge All Secured Obligations which are defined in the Security Assignment as any and all moneys, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) from time to time owing to any of the Secured Parties by any Obligor pursuant to any Finance Document, as amended, replaced, supplemented or novated from time to time.	
		<b>Continuation page</b> Please use a continuation page if you need to enter more details

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## Particulars of a mortgage or charge

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### 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**

Investec Bank PLC (as Security Trustee) ✓

**Address**

2 Gresham Street

London

**Postcode**

E C 2 V 7 Q P

**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**

Please see attached continuation pages

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## Particulars of a mortgage or charge

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature


X *Linklaters LLP*

✓ 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 **Luc Bontoux**

Company name **Linklaters LLP**

Address **One Silk Street**  
*via return via CH London Couriers*

Post town **London**


County/Region **London**

Postcode **E C 2 Y 8 H Q**


Country

DX **10 London/City**

Telephone **020 7456 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 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p><b>Triangle Regional Aircraft Leasing Limited (Company Number 04297036)</b></p> <p><b>"Accession Letter"</b> means a document substantially in the form set out in Schedule 7 (<i>Form of Accession Letter</i>) to the Facility Agreement</p> <p><b>"Additional Guarantor"</b> means a company which becomes an Additional Guarantor in accordance with Clause 24 2 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p><b>"Agent"</b> means Investec Bank PLC</p> <p><b>"Assigned Property"</b> means all of the rights, title and interest, present and future, of the Assignor under the Intra-group Fee Agreement</p> <p><b>"Borrower"</b> means Triangle Aviation Ireland Limited, Triangle Aviation Jersey Limited and Triangle Aviation (UK) Holdings Limited</p> <p><b>"Delegate"</b> means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p><b>"Disclosure Letter"</b> has the meaning given to it in the Facility Agreement</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 7 February 2012 made between the parties named therein as Borrowers, the parties named therein as Original Guarantors, the parties named therein as Original Lenders and the Agent and the Security Trustee, each as defined in such agreement as amended, varied, novated or supplemented from time to time.</p> <p><b>"Fee Letter"</b> has the meaning given to it in the Facility Agreement</p> <p><b>"Finance Document"</b> means the Facility Agreement, the Disclosure Letter, the Security Documents, the Subordination Agreement, any Fee Letter, any Accession Letter, any Resignation Letter and any other document designated as a "finance Document" by the Agent and the Borrowers in writing</p> <p><b>"Guarantor"</b> means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 (<i>Changes to the Obligors</i>) of the Facility Agreement.</p> <p><b>"Intra-group Fee Agreement"</b> means the fee agreement dated on or around the date of the Security Assignment entered into between the Assignor and Shire Aviation Australia Pty Limited (as trustee for The Durbar Aviation Unit Trust).</p> <p><b>"Lender"</b> means:</p> <ul style="list-style-type: none"> <li>(a) any Original Lender; and</li> <li>(b) any bank, financial institution, trust, fund, or other entity which has become a Lender in accordance with Clause 23 (<i>Changes to the Finance Parties</i>) of the Facility Agreement</li> </ul> <p><b>"Obligor"</b> means a Borrower or a Guarantor.</p> <p><b>"Original Guarantor"</b> means Triangle Aviation Ireland Limited, Triangle</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Aviation Jersey Limited, Triangle Aviation (UK) Holdings Limited, Trident Jet (Jersey) Limited, Trident Aviation Leasing Services (Jersey) Limited, Trident Turboprop (Dublin) Limited, Trident Jet (Dublin) Limited, Trident Jet Leasing (Ireland) Limited, Trident Aviation Leasing Services (Ireland) Limited, Triangle Regional Aircraft Leasing Limited and Triangle (Funding One) Limited</p> <p>"<b>Original Lender</b>" means Investec Bank PLC, Investec Bank (Australia) Limited and Investec Bank Limited.</p> <p>"<b>Receiver</b>" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Assigned Property appointed under this Deed and that term will include any appointee made under a joint and/or several appointment.</p> <p>"<b>Resignation Letter</b>" has the meaning given to it in the Facility Agreement.</p> <p>"<b>Secured Parties</b>" means the Security Trustee, any Receiver or Delegate, the Agent, and each Lender from time to time party to the Facility Agreement.</p> <p>"<b>Security Documents</b>" has the meaning given to it in the Facility Agreement.</p> <p>"<b>Subordination Agreement</b>" means the subordination agreement entered into by, <i>inter alios</i>, the parties to the Facility Agreement on or about the date of the Facility Agreement.</p>	

## PROFORMA

Company Number	04297036
Company Name	Triangle Regional Aircraft Leasing Limited
Contact Name/ Organisation	Ian Callaghan, Linklaters LLP
Address	One Silk Street, London, EC2Y 8HQ

- **The following details will need to be added, amended or deleted to the Form MG01**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

Date of Creation of Charge ☐

Description ☐

Amount Secured ☐

Mortgagee(s) or person(s) entitled to the charge ☐

Short particulars of all the property mortgaged or charged ☒

Date charge presented  
(applies to MG09/LL MG09) ☐

Date of execution  
(applies to MG09/LL MG09) ☐

Date and parties to the charge  
(applies to MG09/LL MG09) ☐

Jurisdiction  
(applies to MG09/LL MG09) ☐

Floating charge statement  
(applies to MG01s/LLMG01s/OSMG01) ☐

**(Please give the instructions in the box below)**

*The following should be inserted in the short particulars of all the property mortgaged or charged, immediately prior to the defined term "Accession Letter"*

**"1 Assignment**

As continuing security for the Secured Obligations, the Assignor assigned and agrees to assign absolutely and with full title guarantee by way of security to the Security Trustee (for the benefit of the Finance Parties) all of its rights, title and interest in, to and under the Assigned Property.

**2 Charge**

Notwithstanding and in addition to the assignment of the Assigned Property referred to above, as security for payment and discharge by the Assignor to the Finance Parties of the Secured Obligations, the Assignor charged, with full title guarantee and by way of first fixed charge, in favour of the Security Trustee (for the benefit of the Finance Parties) all of its right, title and interest to the Assigned Property."

*The following should be inserted in the short particulars of all the property mortgaged or charged immediately after the definition of "Finance Document"*

**"Finance Parties"** means the Agent, the Security Trustee and the Lenders





**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 4297036  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED  
19 MARCH 2013 AND CREATED BY TRIANGLE REGIONAL  
AIRCRAFT LEASING LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY OF  
THE SECURED PARTIES 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 5 APRIL 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 APRIL 2013**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**