

MG01

Particulars of a mortgage or charge



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LASERFORM

100385/26

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

FRIDAY



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16/07/2010

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COMPANIES HOUSE

1 Company details

Company number 04380108

Company name in full **Astraeus Limited (the "Assignor")**

20 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 d2 d9 m0 m6 y2 y0 y1 y0

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 Lessee Security Agreement between the Assignor and the Assignee relating to one (1)
Rolls-Royce RB211-535E4 aircraft engine with manufacturer's serial number 30531 (the
"Engine") (the "Agreement")

4 Amount secured

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

Amount secured

(a) any and all moneys and financial liabilities which are (or
which are expressed to be) now or at any time hereafter due,
owing or payable by the Assignor to the Assignee in any
currency, actually or contingently, with another or others, as
principal or surety, on any account whatsoever under or in
relation to any Lease Document including as a consequence
of any breach, non-performance, disclaimer or repudiation by
the Assignor (or by a liquidator, receiver, administrative
receiver, administrator or any similar officer in respect of the
Assignor) of any of the Assignor's obligations under or in
relation to any Lease Document, and

(Please see continuation page)

Continuation page

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

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>(b) any and all obligations which are (or which are expressed to be) now or at any time hereafter to be performed by the Assignor in favour of the Assignee under or in relation to any Lease Document, (the "Secured Obligations")</p> <p>Definitions</p> <p>In this section, the following definitions shall apply</p> <p>Aircraft Engine General Terms Agreement means the aircraft engine general terms agreement dated 29 June 2010 between the Assignee, as lessor, and the Assignor, as lessee,</p> <p>Assignment of Insurances means the Agreement;</p> <p>Lease Agreement means the lease agreement relating to the Engine dated 29 June 2010 between the Assignee, as lessor, and the Assignor, as lessee, incorporating the terms of the Aircraft Engine General Terms Agreement,</p> <p>Lease Documents means, in respect of the Engine, the Aircraft General Terms Agreement, the Lease Agreement, the Assignment of Insurances, the Recognition of Rights Letter and any assignment by way of security, together with any notices, consents, certificates and other documents and agreements to be issued pursuant to any of the foregoing, and</p> <p>Recognition of Rights Letter means a letter substantially in the form of Schedule 7 of the Aircraft Engine General Terms Agreement (Form of Recognition of Rights Letter)</p>

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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	TES Parts Limited (the "Assignee")									
Address	Aviation House Brocastle Avenue									
	Waterton Industrial Estate, Bridgend									
Postcode	C	F	3	1		3	X	R		
Name										
Address										
Postcode										

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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 Assignment and Charge**1 1 Assignment**

As security for the payment, performance and discharge of the Secured Obligations, the Assignor assigns absolutely and agrees to assign absolutely, with full title guarantee and by way of first priority security, the Collateral in favour of the Assignee

1 2 Charge

To the extent that the Collateral is not capable of assignment pursuant to Clause 1.1 above (and notwithstanding the provisions of Clause 1 1 above), as security for the payment, performance and discharge of the Secured Obligations, the Assignor charges, with full title guarantee and by way of first fixed charge, the Collateral in favour of the Assignee

2 Representations and Warranties

The Assignor represents and warrants to the Assignee that

- (a) it has the power to enter into, perform and deliver, and has taken (or will, prior to its execution thereof, take) all necessary action to authorise its entry into, performance and delivery of, the Agreement,
- (b) it has not created, incurred, assumed or permitted or caused to exist any Security Interest (other than Lessor Liens) in relation to the Collateral (other than pursuant to the Agreement), and
- (c) it is the full legal and beneficial owner of all right, title and interest in and to the Collateral

(Please see continuation page)

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

3 Covenants

The Assignor acknowledges to the Assignee that the amount secured by the Agreement, and in respect of which the Agreement and each Security Interest created by the Agreement is enforceable, is the full amount of the Secured Obligations from time to time

4 Negative Pledge

Except as contemplated or permitted by any Lease Document to which it is a party, the Assignor covenants in favour of the Assignee that it will not (and will not attempt to) directly or indirectly

- (a) sell or otherwise dispose of the Collateral,
- (b) create, incur, assume or permit or cause to exist any Security Interest (other than Lessor Liens) in relation to the Collateral, or
- (c) consent to the taking of any such action by any other person (whether pursuant to the terms of the Lease Documents or otherwise),

in each case without the prior written consent of the Assignee and the Security Trustee

5 Appointment of Attorney

5 1 The Assignor by way of security irrevocably appoints the Assignee to be its true and lawful attorney (with full power of substitution and delegation) for and on behalf of the Assignor and in its name or in the name of the Assignee and as the Assignor's act and deed to sign, seal, execute, deliver and do all such assurances, acts and things which the Assignee may deem to be necessary or advisable in order to give full effect to the purposes of the Agreement including, without limitation, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for any and all moneys due under or arising out of the Collateral (to the extent assigned and/or charged pursuant to the Agreement), to endorse any cheque, draft or other document, instrument or order in connection therewith and to make any claim or to take any action or to institute any suit, legal action or other proceeding which the Assignee may consider to be necessary or advisable in connection with the Collateral (to the extent assigned and/or charged pursuant to the Agreement), and generally in the Assignor's name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to the Agreement or applicable law on the Assignee and, without prejudice to the generality of the foregoing, to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument, act or thing which the Assignee may deem appropriate for the purpose of exercising any of such powers, authorities and discretions, provided that the authority conferred in this Clause 5 1 shall only be exercisable for so long as the security created under the Agreement has become enforceable in accordance with the terms of the Agreement

5 2 The power conferred by Clause 5 1 shall be a general power of attorney under the Powers of Attorney Act 1971

5 3 The Assignor unconditionally and irrevocably ratifies and confirms and agrees to

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

ratify and confirm whatever any attorney appointed pursuant to Clause 5 1 shall lawfully do or purport to do in the lawful exercise or purported exercise of any or all of the powers, authorities and discretions conferred pursuant to Clause 5 1

6 Further Assurance and Protection of Security

6 1 The Assignor will take all such action and do all such things as the Assignee or the Security Trustee may from time to time require (in each case acting reasonably), including, for the avoidance of doubt, executing such further notices of assignment and procuring the execution of such further acknowledgements of assignment, so as to establish, maintain, perfect, preserve and/or protect the rights of the Assignee under or in relation to the Agreement, each Security Interest created (or intended to be created) by the Agreement and/or the priority (or intended priority) of each such Security Interest

6 2 The Assignee shall, without prejudice to its other rights, powers and remedies under the Agreement, be entitled (but not obliged) to take all such action and do all such things as it may from time to time consider (acting reasonably) necessary or desirable so as to establish, maintain, perfect, preserve and/or protect its rights under or in relation to the Agreement, each Security Interest created (or intended to be created) by the Agreement and/or the priority (or intended priority) of each such Security Interest **provided that** the Assignee shall, for so long as there shall not have occurred and be continuing an Event of Default, consult in good faith with the Assignor in relation to the taking of any such action or the doing of any such thing

6 3 Any action taken or thing done pursuant to this Clause 6 shall be at the Assignor's sole cost and expense

In this section, the following definitions apply and any capitalised term not defined hereto shall have the meaning given to it elsewhere in this MG01 form

Collateral means

- (a) the Relevant Insurance Property, and
- (b) the Relevant Requisition Compensation Property,

Commencement Date means 29th June 2010,

Compulsory Acquisition means the requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Engine by any Government Entity or any other competent authority, whether *de jure* or *de facto*, but excluding requisition for use or hire not involving requisition of title,

Event of Default means any event or condition specified in Clause 22 of the Aircraft General Terms Agreement,

Excepted Insurance Property means all of the right, title and interest (present and future, actual and contingent) of the Assignor in and to

- (a) all proceeds of liability insurance and/or reinsurance relating to the Engine,

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Short particulars of all the property mortgaged or charged

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

Short particulars

- (b) any payments of insurance and/or reinsurance proceeds in respect of the Engine under a policy which is separately acquired and paid for by the Assignor which is in addition to the Insurances (to the extent that the Assignor is not prohibited by the terms of the Lease Agreement from acquiring such a policy), and
- (c) all ancillary rights in respect thereof, including the right to enforce and collect the same and all proceeds resulting or arising therefrom;

Government Entity means

- (a) any national government, political subdivision thereof or local jurisdiction therein,
- (b) any instrumentality, board, commission, court or agency of any thereof however constituted,
- (c) any association, organisation or institution of which any thereof is a member or to whose jurisdiction thereof is subject or in whose activities thereof is a participant, and
- (d) any traffic control or airport authority,

Gross Negligence means in relation to any person any intentional or conscious action or decision of such person which is taken with reckless disregard for the consequences of such action or decision,

Insurances means any and all policies and contracts of insurance and/or reinsurance (except to the extent relating to Excepted Insurance Property) from time to time maintained or required to be maintained in relation to the Engine or any part thereof by the terms of the Lease Agreement,

Lease Expiry Date means the date determined in accordance with Clause 5.2 of the Aircraft General Terms Agreement,

Lease Term means the period from and including the Commencement Date and ending on the Lease Expiry Date,

Lessor Lien means

- (a) any Security Interest in respect of the Engine from time to time created by or through the Assignee,
- (b) any Security Interest in respect of the Engine which results from acts or claims against the Assignee not related to the transactions contemplated by or permitted under the Lease Agreement, and
- (c) any lien in respect of the Engine for Lessor Taxes,

Lessor Taxes means Taxes:

- (a) imposed on the income, profit or gain of the Lessor by any Government Entity in its state of incorporation or in any other jurisdiction in which the Lessor may be resident or carrying on business for the purpose of such Taxes, or
- (b) imposed as a result of the activities of the Assignee in the jurisdiction imposing the

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>liability unrelated to the Assignee's dealings with the Assignor under the Lease, or</p> <p>(c) imposed with respect to any period commencing or event occurring prior to the Commencement Date or after the expiry of the Lease Term and unrelated to the Assignee's dealings with the Assignor, the Lease or to the transactions contemplated by the Lease, or</p> <p>(d) imposed in connection with a sale, assignment, transfer or other disposition by the Assignee of all or any part of its interest in the Engine other than following the occurrence of an Event of Default which is continuing, or</p> <p>(e) imposed solely as a result of the Gross Negligence or wilful misconduct of the Assignee, or</p> <p>(f) imposed in connection with, or which are caused by, the Assignee's financing or re-financing of the Engine,</p> <p>Relevant Insurance Property means all of the right, title and interest (present and future, actual and contingent) of the Assignor in and to any and all proceeds, benefits and claims (including without limitation the right to make any claim) relating to the Insurances,</p> <p>Relevant Requisition Compensation Property means all of the right, title and interest (present and future, actual and contingent) of the Assignor in and to the Requisition Compensation,</p> <p>Requisition Compensation means all moneys and other compensation from time to time payable in respect of any Compulsory Acquisition,</p> <p>Security Interest means any mortgage, charge (whether fixed or floating), pledge, lien, encumbrance, assignment by way of security, hypothecation or any other agreement securing any obligation of any party,</p> <p>Security Trustee means DVB Bank SE, London Branch, in its capacity as security agent and trustee for and on behalf of certain financial institutions, and</p> <p>Taxes means all present and future taxes, levies, imposts, duties, withholdings, fees or charges of any nature whatsoever, including, without limitation, excise, sales, ad valorem, value added tax, use taxes, customs, import, export or similar tax, or contribution at the rate applicable for the time being, imposed by any national or local authority or any other agency or government, together with interest thereon and penalties in respect thereof and Tax, Taxes and Taxation shall be construed accordingly</p>	

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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

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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 866)

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 870) 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 TES Paints 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 Yvonne Majewska

Company name
TES Aviation Group

Address Aviation House

Brocastle Avenue

Waterton Industrial Estate

Post town Bridgend

County/Region London

Postcode

C	F	3	1		3	X	R
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Country United Kingdom

DX

Telephone +44 (0) 1656 765 200

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4380108
CHARGE NO. 20

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LESSEE SECURITY AGREEMENT
DATED 29 JUNE 2010 AND CREATED BY ASTRAEUS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO TES PARTS LIMITED 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 16 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JULY 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES