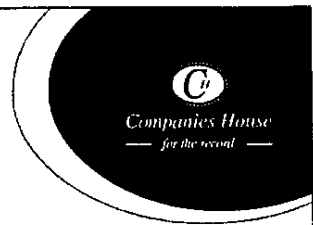


100407/26

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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

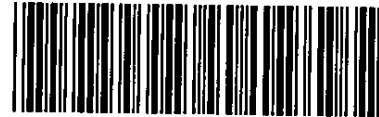
☒ What this form is for

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 on a company. To do this, use form MG01s

TUESDAY



A06 11/01/2011 355
COMPANIES HOUSE

1 Company details

Company number 0 4 3 8 0 1 0 8

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

For official use

→ Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation 2 2 1 2 2 0 1 0

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 engine serial number 30636 (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 (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

(cont)

Continuation page

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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<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 16th 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 22nd December 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 Engine 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 agreement 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>	

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

Continuation page

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

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 Assignment and Charge**1 1 Assignment**

As security for the payment, performance and discharge of the Secured Obligations, the Assignor hereby 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 hereby 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, this 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 this Agreement), and

(c) it is the full legal and beneficial owner of all right, title and interest in and to the Collateral

3 Covenants

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

(see continuation page)

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>4 Negative Pledge Except as contemplated or permitted by any Lease Document to which it is a party, the Assignor hereby covenants in favour of the Assignee that it will not (and will not attempt to) directly or indirectly</p> <p>(a) sell or otherwise dispose of the Collateral,</p> <p>(b) create, incur, assume or permit or cause to exist any Security Interest (other than Lessor Liens) in relation to the Collateral, or</p> <p>(c) consent to the taking of any such action by any other person (whether pursuant to the terms of the Lease Documents or otherwise),</p> <p>in each case without the prior written consent of the Assignee and the Security Trustee</p> <p>5 Appointment of Attorney 5 1 The Assignor hereby 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 this 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 this 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 this 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 this 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 14 1 shall only be exercisable for so long as the security created under this Agreement has become enforceable in accordance with the terms of this Agreement</p> <p>5 2 The power conferred by Clause 5 1 shall be a general power of attorney under the Powers of Attorney Act 1971</p> <p>5 3 The Assignor hereby unconditionally and irrevocably ratifies and confirms and agrees to 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</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>6 Further Assurance and Protection of Security</p> <p>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 this Agreement, each Security Interest created (or intended to be created) by this Agreement and/or the priority (or intended priority) of each such Security Interest</p> <p>6 2 The Assignee shall, without prejudice to its other rights, powers and remedies under this 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 this Agreement, each Security Interest created (or intended to be created) by this 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</p> <p>6 3 Any action taken or thing done pursuant to this Clause 15 shall be at the Assignor's sole cost and expense</p> <p>7 Assignor's Continuing Obligations</p> <p>Notwithstanding anything to the contrary contained in this Agreement</p> <p>(a) the Assignor will remain liable to perform all of its obligations in relation to the Collateral,</p> <p>(b) the Assignee will not (by reason of this Agreement or otherwise) in any circumstances be under any liability whatsoever as a result of any failure by the Assignor to perform any of its obligations in relation to the Collateral, and</p> <p>(c) the Assignee will not (by reason of this Agreement or otherwise) in any circumstances be required or obliged</p> <p>(i) to assume or to perform any of the Assignor's obligations in relation to the Collateral,</p> <p>(ii) to enforce any right or benefit assigned and / or charged pursuant to this Agreement or to which the Assignee may at any time be entitled in relation to the Collateral, and/or</p> <p>(iii) to make any enquiry as to the nature or sufficiency of any payment received by the Assignee under or in relation to this Agreement or to make any claim or to take any action to collect any moneys assigned and / or charged pursuant to this Agreement</p> <p>In this section, any capitalised term not defined hereto shall have the meaning given to it in this MG01 form or in the Agreement</p>

MG01

Particulars of a mortgage or charge

<div data-bbox="89 333 140 376">7</div> <div data-bbox="89 705 319 772">Commission allowance or discount</div>	<div data-bbox="319 333 1101 376">Particulars as to commission, allowance or discount (if any)</div> <div data-bbox="319 380 1101 481">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</div> <div data-bbox="319 481 1101 616"> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, </div> <div data-bbox="319 616 1101 705">for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</div>	
<div data-bbox="89 1187 140 1243">8</div>	<div data-bbox="319 1187 1101 1243">Delivery of instrument</div> <div data-bbox="319 1243 1101 1467">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).</div> <div data-bbox="319 1467 1101 1702">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).</div>	
<div data-bbox="89 1702 140 1758">9</div> <div data-bbox="89 1814 319 1870">Signature</div>	<div data-bbox="319 1702 1101 1758">Signature</div> <div data-bbox="319 1758 1101 1814">Please sign the form here</div> <div data-bbox="319 1814 1101 1960"> <div data-bbox="319 1814 399 1848">Signature</div> <div data-bbox="319 1848 1101 1960"> <div data-bbox="319 1848 367 1904">X</div> <div data-bbox="367 1848 1069 1904">TES Parts Ltd</div> <div data-bbox="1069 1848 1117 1904">X</div> </div> </div> <div data-bbox="319 1960 1101 2042">This form must be signed by a person with an interest in the registration of the charge</div>	

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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 Parts Limited

Address Aviation House, Brocastle Avenue,

Waterton Industrial Estate

Post town Bridgend

County/Region Wales

Postcode C F 3 1 3 X R

Country Wales

DX

Telephone 01656 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. 22**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LESSEE SECURITY AGREEMENT
DATED 22 DECEMBER 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 11 JANUARY
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JANUARY
2011

