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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 for
company. To do this, please use
form MG01s

THURSDAY



LD5

18/08/2011

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COMPANIES HOUSE

For official use

1 Company details

Company number 0 5 4 3 7 7 1 5

Company name in full KANSAS TRANSPORTATION LIMITED

→ 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 d 1 d 2 m 0 m 8 y 2 y 0 y 1 y 1

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 a security assignment (the "**Security Assignment**") entered into by (i) Kansas Transportation Limited as assignor
(the "**Assignor**") and (ii) Banc of America Leasing & Capital, LLC as assignee (the "**Assignee**")

4 Amount secured

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

Amount secured

The "**Secured Obligations**" meaning all monies, liabilities and obligations
which are now or at any time hereafter may be due, owing or payable by the
Assignor or any Obligor 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, this Deed or any other Operative Document,
or as a consequence of any breach, non-performance, disclaimer or repudiation
by the Assignor or any Obligor (or by any liquidator, receiver, administrative
receiver, administrator or any similar officer of the Assignor or any Obligor) of
any of its obligations under the Lease, this Deed 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 or any Obligor 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 any Obligor or
its assets in respect thereof is limited by any provision of any Operative
Document
Continued

Continuation page

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

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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

Banc of America Leasing & Capital, LLC

Address

One Financial Plaza, Fifth Floor, Providence, Rhode Island, USA, 02903-2305

Postcode

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

The Assignor 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

NEGATIVE PLEDGE

The Assignor shall, and shall procure that the Manager shall, at all times during the Lease Period

(a) not create or permit to exist any Security Interest (other than Permitted Security Interests and Lessor Liens) upon the Aircraft, any Engine or any Part,

(b) promptly at the Assignor's expense take or procure the taking of such action as may be necessary to discharge any such Security Interest if the same shall exist at any time, and

(c) pay and discharge or cause to be paid and discharged when due and payable or make adequate provision by way of security or otherwise for all debts, damages, claims and liabilities which give or might give rise to a Security Interest (other than Permitted Security Interests) over or affecting the Aircraft, any Engine or any Part

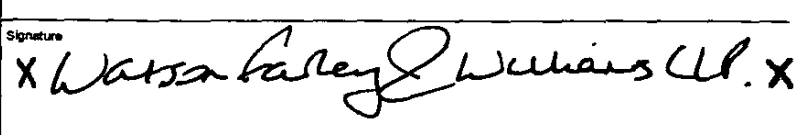
DEFINITIONS

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

Continued

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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 <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, 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	NONE	
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  This form must be signed by a person with an interest in the registration of the charge	

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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	Karina Oates
Company name	Watson, Farley & Williams LLP
Address	15 Appold Street
Post town	London
County/Region	
Postcode	E C 2 A 2 H B
Country	UNITED KINGDOM
DX	
Telephone	020 7863 8977



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	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>DEFINITIONS</p> <p>"Aircraft" means one Cessna 2011 model 680 aircraft with manufacturer's serial number to be specified in the Aircraft acceptance certificate,</p> <p>"APU Warranty Agreement" means the agreement between the Honeywell and the Assignee relating to the APU warranties,</p> <p>"Guarantee" means a guarantee, dated 12 August 2011, made between (i) Tesco PLC as guarantor and (ii) the Assignee in respect of the obligations of the Assignor under the Operative Documents to which the Assignor is a party,</p> <p>"Lease" means the lease agreement dated 12 August 2011 entered into by (i) the Assignor and (ii) the Assignee, by which the Assignor agreed to lease the Aircraft from the Assignee,</p> <p>"Maintenance Contractor" means a maintenance contractor approved by the Assignee (such approval not to be unreasonably withheld),</p> <p>"Manager" means Metrojet Limited or another manager of the Aircraft as appointed by the Assignor and acceptable to the Assignee, acting reasonably,</p> <p>"MSP Contractor" means the manufacturer of the Aircraft's engines, the manufacturer of the Aircraft, any manufacturer of any part fitted to the Aircraft or any of their subsidiary companies or any other entity approved by the Assignee prior to its appointment as MSP Contractor in each case that facilitates the management of the Maintenance Service Plan Contract,</p> <p>"Obligor" means the Assignor and/or Tesco PLC,</p> <p>"Operative Document" means</p> <ul style="list-style-type: none"> (a) the Lease, (b) the Security Documents, (c) the aircraft purchase agreement made between (i) the Assignor as purchaser and (ii) the Vendor as seller, by which the Vendor agreed to sell, and the Assignor agreed to buy the Aircraft , (d) the aircraft purchase agreement assignment dated 12 August 2011 entered into between (i) the Assignee, (ii) the Assignor and (iii) the Vendor, (e) the acceptance certificate in relation to the Aircraft, (f) the tripartite agreement dated 15 April 2011 and made between (i) the Assignee, (ii) the Assignor and (iii) the Manager, (g) the management agreement dated 12 August 2011 made between (i) the Manager and (ii) the Assignor in respect of the operation of the Aircraft (the "Management Agreement"), (h) the maintenance contract made between (i) the Maintenance Contractor and (ii) the Manager in respect of the maintenance of the Aircraft (the "Maintenance Contract"), (i) the maintenance service plan contract made between the MSP Contractor and (ii) the Manager (the "Maintenance Service Plan Contract"), and (j) any schedules or documents executed pursuant to the Lease and expressly designated as an Operative Document, any notices or certificates from time to time issued by the Assignor pursuant to the Lease, and any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed by the Assignor with respect to the Operative Documents <p>"Security Documents" means the Security Assignment, the APU Warranty Agreement, the Guarantee, any schedules or documents executed pursuant to the Lease or any of the foregoing and expressly designated as a Security Document, and any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed by the Assignor, and</p> <p>"Vendor" means Cessna Aircraft Company</p>	

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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>"Agreements" means the agreements or arrangements constituting the Assigned Property specified in the definition of Assigned Property,</p> <p>"Assigned Property" means all of the right, title, interest and benefit present and future, of the Assignor in, to and under</p> <ul style="list-style-type: none"> (a) the Insurance Property, (b) the Requisition Compensation, (c) the Management Agreement, (d) a charter by demise dated 26 May 2011 and made between the Assignor and the Manager, (e) any Maintenance Contracts entered into by the Assignor, (f) any Maintenance Service Plan Contracts entered into by the Assignor, (g) all proceeds in respect of any of the foregoing, and (h) 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 any 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 or in connection therewith, <p>"Engine" means, whether or not for the time being installed on the Aircraft</p> <ul style="list-style-type: none"> (a) the engines specified in the Lease, or (b) any engine which has replaced that engine, title to which has, or should have, passed to the Assignee in accordance with the Lease, <p>and in each case includes all modules and Parts from time to time belonging to or installed in that engine but excludes any properly replaced engine title to which has, or should have, passed to the Assignor pursuant to the Lease</p> <p>"Holding Company" means, in relation to any person, any other person of which it is a subsidiary within the meaning of section 1159 of the Companies Act 2006,</p> <p>"Insurances" means all 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,</p> <p>"Insurance Property" means all of the proceeds of the Insurances and the benefits and claims under and in respect of the Insurances (but, for the avoidance of doubt, shall not include the contracts or policies of Insurances themselves),</p> <p>"Lease Period" means the period commencing on the date of delivery of the Aircraft on lease by the Assignee to the Assignor under the Lease and ending on the expiry date as determined in accordance with clause 4.2 of the Lease,</p> <p>"Lessee" means the Assignor,</p> <p>"Lessor" means the Assignee,</p> <p>"Lessor's Group" means the group of companies and corporations from time to time comprising the Assignee's ultimate Holding Company (being as at the date of the Security Assignment, Bank of America N A) and all subsidiaries (within the meaning of s 1159 of the Companies Act 2006) of such ultimate Holding Company,</p> <p>Continued</p>	

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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>"Lessor Lien" means</p> <ul style="list-style-type: none"> (a) any Security Interest from time to time created by or through the Assignee that is not constituted by the Lease, (b) any other Security Interest in respect of the Aircraft which results from acts of or claims against the Assignee or any other member of the Lessor's Group not related to the transactions contemplated by or permitted under the Lease and the Operative Documents, and (c) any Security Interest in respect of the Aircraft for Assignee Taxes, <p>"Part" means, whether or not for the time being installed on the Aircraft</p> <ul style="list-style-type: none"> (a) any component, furnishing or equipment (other than a complete Engine) furnished with the Aircraft on the date on which the Aircraft is delivered on lease by the Assignee to the Assignor, and (b) any other component, furnishing or equipment (other than a complete Engine) title to which has, or should have, passed to the Assignee pursuant to the Lease, <p>but excludes any such items, title to which has, or should have, passed to the Assignor pursuant to the Lease</p> <p>"Permitted Security Interests" means</p> <ul style="list-style-type: none"> (a) Security Interests created by the Operative Documents, (b) liens arising by operation of law or otherwise in the ordinary course of business, provided such liens do not secure amounts more than 30 days overdue (unless the overdue amount is being contested in good faith by appropriate steps), (c) any Security Interests arising out of claims, judgments or awards in any proceedings or arbitration as security for costs and expenses while the Assignor is prosecuting or defending such proceedings or arbitration in good faith or which are the subject of a pending appeal, and (d) Security Interests arising by operation of law in respect of Taxes which are not overdue for payment or which are being contested in good faith by appropriate steps, <p>"Rent" means all amounts payable pursuant to clause 5 of the Lease</p> <p>"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,</p> <p>"Security Interest" means any mortgage, charge, pledge, lien, encumbrance, assignment by way of security or subject to an equity of redemption, hypothecation, or other agreement or arrangement having the effect of conferring security,</p> <p>"Taxes" means any license and/or registration fees, assessments, import/export duties and sales, income, use, property, excise, privilege, gross receipts, franchise, stamp, value added and other similar taxes, landing fees, airport charges, navigation service charges, route navigation charges (including any related fines, interest or penalties) or other charges or fees now or hereafter imposed by any domestic or foreign governmental or taxing authority upon the Aircraft or with respect to landing, airport use, manufacturing, ordering, shipment, purchase, import, ownership, delivery, installation, leasing (pursuant to the Agreement, any sublease, or otherwise), chartering, operation, possession, use, export, return, or other disposition thereof or the Rent or other rentals under the Lease, and "Tax", "Taxation" and "Taxable" shall be construed accordingly,</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5437715
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
12 AUGUST 2011 AND CREATED BY KANSAS
TRANSPORTATION LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY OR ANY OBLIGOR
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 18 AUGUST
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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