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Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

3111

05879149

Name of company

* Docklands Aviation Group Limited (the "Company")

Date of creation of the charge

✓ 17 April 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

+ A property debenture dated 17 April 2009 (the "**Debenture**") made by the Company in favour of The Royal Bank of Scotland plc, or any other person for the time being appointed, as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Trustee**").

Amount secured by the mortgage or charge

See Schedules 1 (Definitions) and 2 (Amount Secured by the Mortgage or Charge).

Names and addresses of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc of Level 5, 135 Bishopsgate, London, EC2M 3UR as security trustee for the Secured Parties.

Postcode

Presentor's name address and
reference (if any):

(via CH London Counter)
Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

UK/2043043/01

Time critical reference

004859/7040086890/900780

For official Use (06/2005)

Mortgage Section

| Post room

TUESDAY



LD4

L79PF97L

21/04/2009

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Schedules 1 (Definitions) and 3 (Short Particulars of all the Property Mortgaged or Charged).

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*Please complete
legibly, preferably
in black type, or
bold block
lettering*

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance LLP

Date 20 April 2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**Schedules to Form 395 relating to the property debenture entered into by
Docklands Aviation Group Limited (company number 05879149)
dated 17 April 2009**

SCHEDULE 1

DEFINITIONS

In this Form 395:

"Additional Borrower" means a company which becomes a Borrower in accordance with the terms of the Facility Agreement.

"Additional Guarantor" means a company which becomes a Guarantor in accordance with the terms of the Facility Agreement.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 9 (*Ancillary Facilities*) of the Facility Agreement.

"Ancillary Lender" means each Senior Lender (or Affiliate of a Senior Lender) which makes an Ancillary Facility available in accordance with the terms of the Facility Agreement.

"Borrower" means Clover BidCo Limited, the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with the terms of the Facility Agreement.

"Charged Property" means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"EquityCo Liabilities" means all Liabilities owed by Clover BidCo Limited to Clover EquityCo (including under any HoldCo Loan).

"Facilities" means the loan facilities made available under the Facility Agreement.

"Facility Agent" means The Royal Bank of Scotland plc.

"Facility Agreement" means the facility agreement dated 28 November 2006 made between Clover BidCo Limited as original borrower and original guarantor, the Company as original borrower and original guarantor, Credit Suisse and The Royal Bank of Scotland plc as mandated lead arrangers, certain banks and financial institutions named therein as lenders and The Royal Bank of Scotland plc as facility agent, issuing bank and security trustee as amended, varied, novated or supplemented from time to time.

"Finance Documents" means each of the Intercreditor Agreement, the Senior Finance Documents, the Security Documents, any agreement evidencing the terms of the Subordinated

Liabilities and any other document designated as such by the Security Trustee and Clover BidCo Limited.

"Group" means Clover BidCo Limited and others, as defined in the Facility Agreement.

"Guarantor" means Clover BidCo Limited, the Company or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the terms of the Facility Agreement.

"Hedge Counterparty" means a person that is a Lender or an Affiliate of a Lender at the time of entering into a Hedging Agreement and which becomes a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement.

"Hedging Agreement" means any agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Facilities in accordance with the Hedging Strategy Letter.

"Hedging Strategy Letter" means the letter dated 29 November 2006 between the Company and the Facility Agent, setting out the hedging strategy in relation to the Facilities.

"HoldCo Loan" means a loan made by Clover EquityCo Limited to Clover BidCo Limited which is subordinated on the terms of the Intercreditor Agreement or otherwise to the satisfaction of the "Majority Lenders" as defined in the Facility Agreement.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Intercreditor Agreement" means the intercreditor agreement dated 29 November 2006 and made between, among others, Clover BidCo Limited, the other Obligors, the Security Trustee, the Facility Agent, the Mandated Lead Arrangers, the Lenders, the Hedge Counterparties, Clover EquityCo Limited and certain others.

"Intra-Group Lenders" means each member of the Group which has made available a loan to an Obligor and which is named on the signing pages as an Intra-Group Lender or which becomes a party as an Intra-Group Lender in accordance with Clause 17 (*Change of Parties*) of the Intercreditor Agreement.

"Intra-Group Liabilities" means the Liabilities owed by any Obligors to any of the Intra-Group Lenders (other than EquityCo Liabilities).

"Issuing Bank" means The Royal Bank of Scotland plc.

"Lender" means:

- (a) any of Credit Suisse or The Royal Bank of Scotland plc; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 29 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Liabilities" means all present and future liabilities and obligations at any time of any Obligor to any Senior Creditor or Subordinated Lender, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by any Obligor of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

"Mandated Lead Arrangers" means Credit Suisse and The Royal Bank of Scotland plc (whether acting individually or together).

"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 5 (*Further Assurance*) of the Debenture substantially in the form of Schedule 1 (*Form of Legal Mortgage*) to the Debenture.

"Obligor" means a Borrower or a Guarantor.

"Party" means a party to the Facility Agreement.

"Real Property" means:

- (a) any freehold, leasehold or immovable property; and
- (b) to the extent owned by the Company, any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property;

and includes all Related Rights.

"Receiver" means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment.

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

"Secured Obligations" has the meaning given to it in Schedule 2 (*Amount Secured by the Mortgage or Charge*) to this Form 395.

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Facility Agent, each Ancillary Lender, the Issuing Bank, the Hedge Counterparty and each Lender from time to time party to the Facility Agreement provided that in the case of the Facility Agent and Lenders such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Documents" means:

- (a) each of the Transaction Security Documents;
- (b) any other document entered into at any time by any of the Obligors creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations; and
- (c) any Security granted under any covenant for further assurance in any of the documents set out in paragraphs (a) and (b) above.

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties.

"Senior Lenders" means each Lender, Issuing Bank and Ancillary Lender.

"Senior Finance Documents" means the "Finance Documents" as defined in the Facility Agreement.

"Subordinated Lenders" means Clover EquityCo Limited and the Intra-Group Lenders.

"Subordinated Liabilities" means the Intra-Group Liabilities and EquityCo Liabilities.

"Subsidiary" means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Transaction Security Documents" means each of the documents listed as being a "Transaction Security Document" in the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

SCHEDULE 2

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

All obligations which each Obligor may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture) and any Mortgage including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by each Obligor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities. Provided that neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**").

SCHEDULE 3

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

(A) FIXED CHARGES

In the Debenture, the Company has charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) the Real Property.

(B) FURTHER ASSURANCE

The Debenture contains covenants for further assurance.

(C) NEGATIVE PLEDGE

The Debenture contains a negative pledge covenant.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 5879149
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PROPERTY DEBENTURE DATED 17
APRIL 2009 AND CREATED BY DOCKLANDS AVIATION GROUP
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH OBLIGOR TO THE ROYAL BANK OF
SCOTLAND PLC AS SECURITY TRUSTEE FOR THE SECURED
PARTIES OR ANY OF THE OTHER 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 XII OF THE COMPANIES ACT 1985 ON THE 21 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 APRIL 2009

Per



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES