

MG01

Particulars of a mortgage or charge

V - 070418/13



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 re-
register particulars of a charge for a S
company To do this, please use
form MG01s

FRIDAY



LD6 *L1E1K7U1* #62
27/07/2012
COMPANIES HOUSE

1 Company details

Company number 0 5 9 0 1 1 4 6
Company name in full Pattonair Properties Limited (the **Chargor**)

4 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 d2 d5 m0 m7 y2 y0 y1 y2

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 Debenture (the **Debenture**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge
Amount secured All present and future obligations and liabilities, whether actual or
contingent and whether owed jointly or severally or in any other
capacity whatsoever, of each Obligor to the Finance Parties under
or pursuant to the Finance Documents (the **Secured Liabilities**)

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

For terms not defined see MG01 Continuation Sheets

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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

Name

Burdale Financial Limited (as **Security Trustee**)

Address

5th Floor, Bow Bells House, 1 Bread Street

London

Postcode

E C 4 M 9 B E

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

Short particulars

See the MG01 Continuation Sheet attached

Continuation page

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

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<p>7</p> <p>Commission allowance or discount</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <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, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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).</p> <p>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).</p>	
<p>9</p> <p>Signature</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Norton Rose LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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

ASMA/ADUN/LN51868

Company name

Norton Rose LLP

Address

3 More London Riverside

Post town

London

County/Region

Greater London

Postcode

S

E

1

2

A

Q

Country

England

DX

DX 85 London

Telephone

020 7283 6000



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 mortgage or charge
- ☐ 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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1 Fixed Security</p> <p>The Chargor</p> <p>(a) charged by way of a first legal mortgage all the property (if any) belonging to it and specified in Schedule 1 to this form MG01 and all other interests in any freehold or leasehold property at the date of the Debenture or in the future belonging to it but excluding any leasehold property which has a rack-rent payable in respect thereof or a term of 25 years or less to run, and</p> <p>(b) charged by way of a first fixed charge</p> <p>(i) (to the extent that they are not within Clause 1(a)) all interests in any freehold or leasehold property at the date of the Debenture or in the future belonging to it,</p> <p>(ii) all Equipment (other than any Specified Equipment effectively mortgaged by way of a first legal mortgage pursuant to Clause 1(e)) at the date of the Debenture or in the future belonging to it and its interest in any such Equipment in its possession at the date of the Debenture or in the future but excluding any such Equipment which is not owned by such Chargor,</p> <p>(iii) all of its benefits, claims and returns of premiums in respect of the Insurances,</p> <p>(iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any the Blocked Accounts and the debts represented by them,</p> <p>(v) its goodwill and its uncalled capital both present and future,</p> <p>(vi) its rights under any hedging arrangements,</p> <p>(vii) any of its beneficial interest, claim or entitlement in any pension fund,</p> <p>(viii) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it,</p> <p>(ix) Intellectual Property owned by it including any revenues or other income arising thereunder and any claims for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever),</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>(c) mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge Group Shares held at the date of the Debenture or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage, and</p> <p>(d) mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all the Related Rights accruing to all or any of the Group Shares held at the date of the Debenture or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge</p> <p>(e) mortgaged or (if to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge to the Security Trustee the same to be a security by way of a first mortgage all of its right, title and interest in and to</p> <p>(i) the Specified Equipment,</p> <p>(ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment</p> <p>(f) charged by way of a first fixed charge all of its present and future rights, title and interest in and to</p> <p>(i) the Rolls Royce Book Debts, both uncollected and collected and the proceeds of the same owing to the Chagor,</p> <p>(ii) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1(f)(i),</p> <p>(iii) the Major Receivables, both uncollected and collected and the proceeds of the same owing to the Chagor,</p> <p>(iv) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1(f)(iii),</p> <p>(v) the Minor Receivables, both uncollected and collected and the proceeds of the same owing to the Chagor, and</p> <p>(vi) all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1(f)(v)</p>	
	<p>2 Floating Charge</p> <p>The Company charged by way of a floating charge all its assets not otherwise effectively mortgaged, assigned or charged by way of fixed mortgage, assignment or charge by Clause 1</p>	

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Particulars of a mortgage or charge

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Short particulars	<p>3 Nature of Security created</p> <p>Subject in all cases to the Legal Reservations and any Permitted Security Interest, the Security Interests created under the Debenture are created</p> <ul style="list-style-type: none"> (a) as a continuing security to secure the payment and discharge of the Secured Liabilities, (b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which the Chargor may have in them, (c) in favour of the Security Trustee as trustee for the Finance Parties, and (d) with full title guarantee <p>4 Restrictions on dealings</p> <p>The Chargor has undertaken not to</p> <ul style="list-style-type: none"> (a) create or permit to subsist any Security Interest of whatsoever nature on any Security Asset other than a Permitted Security Interest or as created by the Debenture, or (b) sell, transfer, grant, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created by Clause 3.1 of the Debenture (as replicated in Clause 2 of this form MG01) and except as provided for under the Finance Documents (including for the avoidance of doubt any Permitted Disposal) <p>5 Definitions</p> <p>Blocked Accounts means the bank accounts of the Chargor specified in Part I of Schedule 3 to this form MG01 and/or such other bank accounts of the Chargor as the Security Trustee and the Chargor may designate or approve</p> <p>Book Debts means</p> <ul style="list-style-type: none"> (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor, and (a) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and 	

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Short particulars	<p>remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets)</p> <p>Equipment means (save to the extent that any such items form part of the Chargor's stock in trade or are subject to any restrictions on charging or require the consent of any third party) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Chargor and which are material to its business and property (other than Fixtures) at the date of the Debenture or in future relating to it or used in connection with it and replacements and substitutions for it wherever located</p> <p>Facility Agreement means the facility agreement originally dated 20 May 2011 as amended and restated on 28 July 2011 as further amended and restated on 25 July 2012 between (amongst others) the Chargor and others as borrowers and/or guarantors and the Security Trustee as original lender, arranger, agent and security trustee</p> <p>Finance Documents has the meaning given to it in the Facility Agreement</p> <p>Finance Parties has the meaning given to it in the Facility Agreement</p> <p>Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property</p> <p>Group Shares means all shares specified in Schedule 2 to this form MG01, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Debenture or in the future owned by the Chargor from time to time</p> <p>Insurances means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest)</p> <p>Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country, and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property</p>

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Short particulars

Know-how means all the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Chargor and relating to its business, which is not in the public domain

Legal Reservations has the meaning given to it in the Facility Agreement

Major Receivable means a Book Debt which is not a Rolls Royce Book Debt and which is for an amount of £100,000 or more

Minor Receivable means a Book Debt which is not a Rolls Royce Book Debt and which is for an amount less than £100,000

Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Debenture

Obligors has the meaning given to it in the Facility Agreement

Permitted Disposal means any disposal permitted under the terms of the Finance Documents

Permitted Security Interest means any Security Interest which the Chargor is permitted to create or maintain under the terms of the Finance Documents

Premises means any building or other edifice on the Mortgaged Property or other Security Asset

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Debenture on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares

Rolls Royce Book Debts means all Book Debts payable by Rolls Royce

Security Assets means all assets of the Chargor that are the subject of any security created by the Debenture (and includes the Mortgaged Property)

Security Interest has the meaning given to it in the Facility Agreement

Specified Equipment means the Equipment (if any) specified in Schedule 5 to this form MG01

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 4 to this form MG01

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Short particulars

Schedule 1 – Mortgaged Property

Chargor	Property	Title Number	Freehold/Leasehold
Pattonair (Derby) Limited	Unit 7, Stoney Gate Road, Station Road, Spondon, Derby DE21 7RX	DY317727	Freehold
Pattonair Properties Limited	Plot 400, Ascot Business Park, 50 Longbridge Lane, Derby DE24 8UJ	DY411159	Freehold

Schedule 2– Group Shares

Chargor	Company in which Shares are held	Type of Share	Number of Shares	Value of each Share
Pattonair (Derby) Limited	Pattonair (Berlin) GmbH	Ordinary	25,000	€1
Pattonair Limited	Aviation Supplies Co Limited	Ordinary	2	£1
Pattonair Limited	Aviation Supplies Co Limited	Preference	500,000	£0 10
Orchard House Limited	Pattonair Limited	7% Preference	39,000	£1
Orchard House Limited	Pattonair Limited	Ordinary	39,000	£1
Pattonair UK Limited	Pattonair (Wolverhampton) Limited	Ordinary	2	£1
Pattonair UK Limited	Pattonair Properties Limited	Ordinary	2	£1
Pattonair UK Limited	Pattonair (Derby) Limited	Ordinary	2	£1
Pattonair UK Limited	Orchard House Limited	Ordinary	140,000	£1

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Short particulars

Schedule 3– Charged Accounts

Part I – Blocked Accounts

Chargor	Bank	Account Number	Sort Code
Pattonair (Derby) Limited	Lloyds TSB Bank plc	1411026	30-00-02
Pattonair (Derby) Limited	Lloyds TSB Bank plc	11304089	30-12-18
Pattonair (Derby) Limited	Lloyds TSB Bank plc	86195141	30-12-18
Pattonair (Wolverhampton) Limited	Lloyds TSB Bank plc	0072856	30-00-02
Pattonair (Wolverhampton) Limited	Lloyds TSB Bank plc	11524518	30-12-18
Pattonair (Wolverhampton) Limited	Lloyds TSB Bank plc	86260830	30-12-18
Pattonair Limited	Lloyds TSB Bank plc	0080832	30-00-02
Pattonair Limited	Lloyds TSB Bank plc	12086158	30-12-18
Pattonair Limited	Lloyds TSB Bank plc	86099916	30-12-18

Part II – Other Accounts

Chargor	Bank	Account Number	Sort Code
Pattonair (Derby) Limited	Lloyds TSB Bank plc	1015015	30-00-02
Pattonair (Derby) Limited	Lloyds TSB Bank plc	11691066	30-12-18
Pattonair (Derby) Limited	Lloyds TSB Bank plc	86422415	30-12-18
Pattonair (Wolverhampton) Limited	Lloyds TSB Bank plc	1016623	30-00-02
Pattonair (Wolverhampton) Limited	Lloyds TSB Bank plc	11691104	30-12-18

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Short particulars

Pattonair (Wolverhampton) Limited	Lloyds TSB Bank plc	86422431	30-12-18
Pattonair Limited	Lloyds TSB Bank plc	1014612	30-00-02
Pattonair Limited	Lloyds TSB Bank plc	11691058	30-12-18
Pattonair Limited	Lloyds TSB Bank plc	86422407	30-12-18

Schedule 4 – Specified Intellectual Property

None at the date of the Debenture

Schedule 5 – Specified Equipment

None at the date of the Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5901146
CHARGE NO. 4**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 JULY 2012
AND CREATED BY PATTONAIR PROPERTIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO THE FINANCE 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 27 JULY 2012**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JULY 2012



Companies House
— for the record —



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