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COMPANIES FORM No 395

Particulars of a mortgage or charge

124993/13

395

CHFP000

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

Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For Official use

Company Number

	1	
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6279650

Name of Company

AirTanker Holdings Limited (the "Chargor")

*insert full name of
company

Date of creation of the charge

27 March 2008

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

Fixed and Floating Security Document (the "**HoldCo Debenture**") dated 27 March 2008 between the Chargor and Lloyds TSB Bank plc (the "**Security Trustee**", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

Lloyds TSB Bank plc (as the Security Trustee for the Creditors (and the Authority in the limited circumstances set out in the Security Trust and Intercreditor Deed))

10 Gresham Street, London

Postcode

EC2V 7AE

Presenter's name address and
reference (if any)

Linklaters LLP
One Silk Street

London EC2Y 8HQ
Tel 020 7456 2000

Ref R Ginks

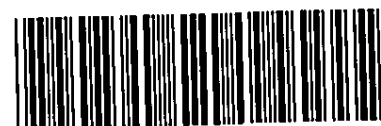
**Please return
via
CH London Courier**

Time critical reference

For official Use
Mortgage Section

Post room

FRIDAY



LP6GWYLB

LD2

04/04/2008

122

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Please do not write
in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Signed Linklaters LLP

Date 4/4/2008

On behalf of chargee[†]

Note

[†] Delete as appropriate

- 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 situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, e.g. "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 including 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ

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Amount secured by mortgage or charge

The “**Liabilities**” which are defined in the HoldCo Debenture as meaning

- (i) all present and future monies, debts and liabilities due and owing and incurred by FinCo to the Third Party Financiers under the Financing Arrangements, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise, and
- (ii) all present and future monies, debts and liabilities due and owing and incurred by ProjectCo to the Hedging Counterparties under the Hedging Agreements, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise

Short particulars of all the property mortgaged or charged**1 Fixed Charges**

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee

1.1 Present Real Property by way of first legal mortgage, all Real Property in England and Wales belonging to it at the date of the HoldCo Debenture

1.2 Future Real Property by way of first fixed equitable charge, all other Real Property belonging to it at the date of the HoldCo Debenture and all Real Property acquired by it in the future

1.3 Other Assets by way of first fixed charge, all its present and future

- (a) Shares and Dividends,
- (b) Book Debts,
- (c) Bank Accounts (except to the extent assigned as described in paragraph 3 (*Assignment*) below),
- (d) Investments,
- (e) uncalled capital and goodwill,
- (f) Intellectual Property Rights,
- (g) beneficial interest in any pension fund,
- (h) plant and machinery (except to the extent mortgaged or charged as described in paragraph 1.1 (*Present Real Property*) or paragraph 1.2 (*Future Real Property*) above), and
- (i) any contracts or policies of insurance taken out by or on behalf of it (except, in relation to the Insurances, to the extent assigned as described in paragraph 3 (*Assignment*) below) and all related proceeds, claims of any kind, returns of premium and other benefits,

excluding, where relevant, the HoldCo Payments Account

2 Floating Charge

Creation The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Trustee by way of first floating charge, its undertaking and all its assets, both present and future (including assets expressed to be charged by paragraph 1 (*Fixed Charges*) above), excluding any amounts standing to the credit of the HoldCo Payments Account

3 Assignment

The Chargor, with full title guarantee, has assigned absolutely to the Security Trustee as security for payment of all Liabilities all its present and future

- (a) right, title and interest in and to the Assigned Contracts including all monies payable to the Chargor, and any claims, awards and judgments in favour of, receivable or

Short particulars of all the property mortgaged or charged

received by the Chargor, under or in connection with or pursuant to the Assigned Contracts,

- (b) right, title and interest in and to all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to Insurances, and all returns of premium in respect of Insurances and Excluded Insurances), and
- (c) right, title and interest in and to the Assigned Accounts

4 HoldCo Payments Account

Notwithstanding any other provision of the HoldCo Debenture, no Security is intended to be created by the HoldCo Debenture over the HoldCo Payments Account nor any amount standing to the credit of the HoldCo Payments Account from time to time

5 Restrictions and Further Assurance**5.1 Disposals**

Save as contemplated by clause 20 (*Interests in Assets*) of the Concession Contract and permitted pursuant to the provisions of the ProjectCo Debenture and each FSTA Aircraft Mortgage, the Chargor shall not, without the prior written consent of the Security Trustee (having been instructed in accordance with clauses 4 13 (*Reasonableness Requirement*) and 22 6 (*Instructions*) of the Security Trust and Intercreditor Deed) (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time), sell, transfer, lease out or otherwise dispose of the whole or any part of its undertaking, assets or revenues (present or future) or agree to do so, to the extent that doing so would prejudice materially the operation of ProjectCo in respect of the Project

5.2 Negative Pledge

The Chargor will not

- (a) create or agree to create or permit to subsist any Security Interest over any part of its assets, other than a Permitted Encumbrance, or
- (b) take any action that would prejudice the priority of the security specified in the Security Documents

5.3 Further Assurance

The Chargor shall promptly do whatever the Security Trustee requires

- (a) to perfect or protect the Charges or the priority of the Charges, or
- (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Security Trustee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Assets (whether to the Security Trustee or its nominees or otherwise), making any registration, executing and/or delivering any document and giving any notice, order or direction

Short particulars of all the property mortgaged or charged

5.4 No Comingling

The Chargor will not commingle any of its assets with those of any other entity other than as contemplated by the Project Documents

Note (1) The HoldCo Debenture provides that

1 Conversion by Notice: The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

- (a) if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Event of Default is subsisting and not waived

2 Automatic Conversion: If

2.1 the Chargor takes any step to create any Security Interests in breach of paragraph 3.2 (*Negative Pledge*) of Schedule 5 (*Covenants*) to the Common Terms Agreement over any of the Charged Assets not subject to a fixed Charge, or

2.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

Note (2) In this Form, except to the extent that the context requires otherwise

"3PR Direct Agreement" has the meaning given to that term in the Master Definitions Agreement

"Accepted into Service" has the meaning given to that term in the Master Definitions Agreement

"Account Bank" means Deutsche Bank AG, London Branch, a company incorporated in England and Wales having its principal office at Winchester House, 1 Great Winchester Street, London EC2N 2DB in its capacity as account bank under the Account Bank Agreement

"Account Bank Agreement" means the account bank agreement in relation to the Project Accounts made between the Chargor, FinCo, ProjectCo, the Account Bank and the Security Trustee

"Arrangers" means Banco Bilbao Vizcaya Argentaria S A London Branch, Bank of Scotland plc, Bayerische Landesbank AG London Branch, Calyon, Fortis Bank S A / N V UK Branch, Lloyds TSB Bank plc and Royal Bank of Canada

"Asset" has the meaning given to that term in the Master Definitions Agreement

"Assigned Accounts" means the bank account as specified in Schedule 7 (*Assigned Accounts*) to the HoldCo Debenture

"Assigned Contracts" means the following contracts and documents as specified in Schedule 3 (*Assigned Contracts*) to the HoldCo Debenture

- (a) Account Bank Agreement,

Short particulars of all the property mortgaged or charged

- (b) EBL On-Loan Agreement,
- (c) Junior On-Loan Agreement,
- (d) HoldCo Subscription Agreement,
- (e) HoldCo Loan Note Instrument, and
- (f) HoldCo/FinCo/EBLCo/ProjectCo Shareholders' Agreement

"Authority" means The Secretary of State for Defence of Defence Equipment and Support, Ministry of Defence, Abbey Wood, Bristol, BS34 8JH

"Authority Security" means any Security Interest created in favour of the Security Trustee pursuant to the Financing Arrangements to the extent held for the benefit of the Authority subject to and in accordance with the terms of the Security Trust and Intercreditor Deed

"Aviation Obligatory Insurances" means the policies of Obligatory Insurance specified in paragraph 1 (*Aviation Obligatory Insurances*) of Part A (*Obligatory Insurances*) of Schedule Y (*Insurance*) of the Contract or any aviation insurance required by law

"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"Banking Agreements" means all agreements or instruments, as specified in Part 1 (*The Banking Agreements*) of Annex 4 (*The Financing Arrangements*) of the Direct Agreement and, subject to the terms of the Direct Agreement, such other agreements and instruments entered into from time to time by ProjectCo or FinCo (as borrower) with, among others, the Security Trustee and certain of the Third Party Financiers (as Banks) (and any amendments to any of the foregoing made in accordance with the terms of the Contract and the Direct Agreement) for the provision of finance or financial facilities

"Banks" means those Third Party Financiers defined as lenders under the Senior Facilities Agreement

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security Interests, guarantees and indemnities of any kind

"CapCo" means EADS Construcciones Aeronauticas SA Unipersonal of Avenida Aragón, 404 – 28022, Madrid, Spain

"CapCo Delay PCG" means the guarantee entitled 'Delay Deed of Guarantee' made by European Aeronautic Defence and Space Company EADS N V in favour of ProjectCo

"CapCo Termination PCG" means the guarantee entitled 'Termination Deed of Guarantee' made by European Aeronautic Defence and Space Company EADS N V in favour of ProjectCo

"Change" means the deletion, amendment, alteration or addition to the extent of any rights or obligations under the Contract save where the terms of the Contract expressly state that any such deletion, amendment, alternative or addition is not to constitute a Change

Short particulars of all the property mortgaged or charged

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

"Charges" means all or any of the Security Interests created or expressed to be created by or pursuant to the HoldCo Debenture

"Civil Aircraft Register" means the register of civil operated aircraft in the United Kingdom as maintained by the United Kingdom Civil Aviation Authority or its successor from time to time

"Common Terms Agreement" means the common terms agreement between, amongst others, the Chargor, ProjectCo, FinCo and the Security Trustee

"Concession Contract" means the concession contract between ProjectCo and the Authority as the same may be amended from time to time

"Contingent Funding Agreement" means the contingent funding agreement between ProjectCo and OpCo

"Contract" means

A. Parts 1 to 10 and Schedules A to FF (including their respective annexes) of the Contract (Contract Number FSTA/00009) made between the Authority and ProjectCo, and

B. the Master Definitions Agreement,

including any Change agreed pursuant to clause 44 (*Change Procedure*) or schedule T (*Change*) of the Contract.

"Creditor" means each Senior Finance Party, each Mezzanine Finance Party and the Shareholder Lender

"Critical Assets" means each of the following

- (A) FSTA Aircraft,
- (B) the FSTA Simulator,
- (C) the Special to Type Tooling,
- (D) the Spares,
- (E) the MPS,
- (F) the Training Courseware,
- (G) any Replacement Spare,

but excluding any Asset which is assigned, transferred or otherwise disposed of by ProjectCo pursuant to clauses 20 2(A)(1) to (3) (inclusive) of the Contract

"DAS Repricing Direct Agreement" has the meaning given to that term in the Master Definitions Agreement

"Date of Contract" has the meaning given to that term in the Master Definitions Agreement

"Direct Agreement" means the agreement made between the Authority, the Security Trustee and ProjectCo, such agreement being in the form set out in Schedule Q to the Contract

"Dividends" means any ProjectCo Dividends and FinCo Dividends

Short particulars of all the property mortgaged or charged

"EBL On-Loan Agreement" means the loan between EBLCo and the Chargor pursuant to which EBLCo on-lends to the Chargor all of the proceeds of the Equity Bridge Loan

"EBLCo" means AirTanker Equity Bridge Loan Limited being a company incorporated in England and Wales, with registered number 6279738, having its registered office at 1500 Park Avenue, Aztec West, Bristol BS32 4RF, United Kingdom

"Equity Bridge Loan" has the meaning given to that term in the Common Terms Agreement

"Establishment Phase" has the meaning given to that term in the Master Definitions Agreement

"Event of Default" means the events listed in paragraph 1 (*List of events*) of Schedule 12 (*Events of Default*) of the Common Terms Agreement

"Excluded Insurances" means all policies and contracts of insurance and reinsurance taken out by the Chargor in accordance with the requirements of the Common Terms Agreement and which are in the nature of third party legal liability, passenger baggage, cargo and mail insurances and which also constitute Aviation Obligatory Insurances

"Facility Agent" means Lloyds TSB Bank plc being a company incorporated in England and Wales (Company No 2065) having its registered office at 10 Gresham Street, London EC2V 7AE

"Financier Security" means any Security Interest created in favour of the Security Trustee pursuant to the Financing Arrangements to the extent held for the benefit of the Third Party Financiers subject to and in accordance with the terms of the Security Trust and Intercreditor Deed

"Financing Arrangements" means together the Banking Agreements, the Hedging Agreements and the Mezzanine Financing Agreements

"FinCo" means AirTanker Finance Limited, a company incorporated in England and Wales with registered number 6279732

"FinCo Debenture" means the debenture entered into by FinCo granting first ranking fixed and floating charges and assignments in favour of the Security Trustee over all the assets, rights and income of FinCo

"FinCo Dividends" means all present and future

- (a) dividends and distributions of any kind or any other sum received or receivable in respect of any of the FinCo Shares,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of any of the FinCo Shares,
- (c) allotments, offers and rights accruing or offered in respect of any of the FinCo Shares, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the FinCo Shares

"FinCo Shares" means

- (a) all present and future shares in FinCo including the shares issued and outstanding at the date of the HoldCo Debenture as specified in Schedule 5 (*Shares*) to the HoldCo Debenture

Short particulars of all the property mortgaged or charged

- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any of these shares, and
- (c) all rights relating to any of those shares which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person)

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"FSTA Aircraft" means each Proposed FSTA Aircraft which has been Accepted into Service (and any replacement for any such aircraft made pursuant to clause 53 of the Contract (*Reinstatement*)) and shall include, the engines and parts (including the Part B Modifications) installed on such aircraft

"FSTA Aircraft Mortgage" means a first priority legal mortgage substantially in the form set out in Schedule 8 (*Form of Aircraft Mortgage*) of the ProjectCo Debenture

"FSTA Simulator" has the meaning given to that term in the Master Definitions Agreement

"Hedging Agreements" means those currency, interest rate and/or RPI hedging arrangements entered into by ProjectCo or, as the case may be, FinCo, with the Hedging Counterparties as set out in Annex 4, Part 4 of the Direct Agreement, as such agreements may be amended or replaced from time to time in accordance with the terms of the Financing Arrangements, but without prejudice to subject to clause 66 4 (*Amendment to Financing Arrangements*) of the Contract and clause 5 (*Amendments to the Financing Arrangements (including Rescue Refinancing)*) of the Direct Agreement

"Hedging Counterparty" means each Original Hedging Counterparty and each New Hedging Counterparty unless it ceases to be a Creditor under the Security Trust and Intercreditor Deed pursuant to clause 21 1 therein

"HoldCo/FinCo/EBLCo/ProjectCo Shareholders' Agreement" means the shareholders agreement between the Shareholders and the Chargor in relation to ProjectCo, FinCo, EBLCo and the Project

"HoldCo Loan Note Instrument" means the deed of the Chargor constituting the loan notes to be issued in accordance with the HoldCo Subscription Agreement

"HoldCo Payments Account" means an account with a bank, which need not be the Account Bank, from or into which payments can be made or received by the Chargor (including on behalf of FinCo)

"HoldCo Security" means any Security Interest created in favour of the Security Trustee pursuant to the Financing Arrangements to the extent held for the benefit of the Chargor subject to and in accordance with the terms of the Security Trust and Intercreditor Deed

"HoldCo Shareholders' Agreement" means the shareholders agreement between the Shareholders and the Chargor in relation to ProjectCo, FinCo and the Project

"HoldCo Subscription Agreement" means a loan note subscription agreement between, amongst others, the Chargor and the Shareholders

Short particulars of all the property mortgaged or charged

"Independent Certification Body" has the meaning given to that term in the Master Definitions Agreement

"Independent Certifier (IW)" has the meaning given to that term in the Master Definitions Agreement

"Independent Qualification Body" has the meaning given to that term in the Master Definitions Agreement

"Insurance Brokers Appointment Letter" means the agreement between Marsh Limited and ProjectCo

"Insurances" means

- (a) all contracts and policies of insurance and reinsurance of any kind relating to the Project taken out, or as the context requires, to be taken out from time to time and maintained in each case in accordance with schedule 16 (*Insurance*) to the Common Terms Agreement by or on behalf of the Chargor,
- (b) all of the Chargor's benefits of, claims under, the right to make claims under, the right to enforce and right to be defended under, all such policies and contracts of insurance and reinsurance, and
- (c) any such other policy or contract of insurance as the Security Trustee and the Chargor agree shall be an Insurance,

but excluding in all cases, all monies received or receivable by the Chargor which are payable by insurers to the Chargor in respect of Excluded Insurances and any of the Compulsory Insurances (as defined in the Concession Contract)

"Intellectual Property Rights" means patents, copyrights, database rights, registered designs and any application for or right to apply for any of the foregoing, source codes, data, reports, drawings, unregistered designs, specifications, know-how, software designs and/or other material

"Investments" of the Chargor means

- (a) any Permitted Investments and/or any other acquisition permitted in accordance with paragraph 4 (*Acquisition and Investment Undertakings*) of Schedule 5 (*Covenants*) of the Common Terms Agreement, or
- (b) any other investment, including but not limited to
 - (i) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
 - (ii) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
 - (iii) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

Short particulars of all the property mortgaged or charged

- (iv) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"ITS Date" has the meaning given to that term in the Master Definitions Agreement

"Junior On-Loan Agreement" means the agreement between the Chargor and FinCo, pursuant to which the Chargor agrees to on-lend to FinCo certain of the amounts made available to the Chargor by EBLCo under the EBL On-Loan Agreement

"LIBOR" has the meaning given to that term in the Senior Facilities Agreement

"Mandatory Cost" has the meaning given to that term in the Senior Facilities Agreement

"Master Definitions Agreement" means the master definitions agreement between the Authority and ProjectCo as may be amended from time to time

"Mezzanine Arranger" means Bank of Scotland plc, a company incorporated in Scotland (Company No SC327000) having its registered office at The Mound, Edinburgh, EH1 1YZ, United Kingdom

"Mezzanine Banks" means those Third Party Financiers defined as Lenders under the Mezzanine Facility Agreement

"Mezzanine Facilities Agreement" means the mezzanine facility agreement made between, among others, FinCo as borrower, the Mezzanine Banks as lenders, the Mezzanine Facility Agent and the Security Trustee

"Mezzanine Facility Agent" means Bank of Scotland plc, a company incorporated in Scotland (Company No SC327000) having its registered office at The Mound, Edinburgh, EH1 1YZ, United Kingdom

"Mezzanine Finance Party" means the Mezzanine Facility Agent, the Security Trustee, the Mezzanine Arranger and the Mezzanine Banks and any other person which accedes to the Mezzanine Facility Agreement in the capacity of Mezzanine Finance Party in accordance with the terms of the Mezzanine Financing Agreements

"Mezzanine Financing Agreements" means all agreements or instruments, as specified in Part 3 (*The Mezzanine Financing Agreements*) of Annex 4 (*The Financing Arrangements*) to the Direct Agreement and, subject to the terms of the Direct Agreement, such other agreements and instruments entered into from time to time by ProjectCo or FinCo (as borrower) with, among others, the Security Trustee and certain of the Third Party Financiers (as Mezzanine Banks) (and any amendments to any of the foregoing made in accordance with the terms of the Master Definitions Agreement and the Direct Agreement) for the provision of finance or financial facilities

"Milestone" has the meaning given to that term in the Master Definitions Agreement

"MOB Operational Licence" has the meaning given to that term in the Master Definitions Agreement

"MOB Planning Approval" means planning consent under the Town and Country Planning Act 1990 in respect of application number 05/0948/P/FP and issued by the West Oxfordshire District

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Council on 8 August 2006, as amended by application number 06/1590/P/FP and issued by the West Oxfordshire District Council on 17 October 2006

"MPS" has the meaning given to that term in the Master Definitions Agreement

"New Hedging Counterparty" means any additional or new financial institution which satisfies the rating requirements of clause 7.6(a) (*Transfer Policy*) of the Security Trust and Intercreditor Deed (as if it were a Transferee for such purpose) and who enters into a Hedging Agreement and accedes to the Security Trust and Intercreditor Deed in accordance with clause 24.4 (*Accession of New Hedging Counterparties*) therein

"Obligatory Insurances" has the meaning given to that term in clause 52.1 of the Contract

"Obligors" means FinCo, ProjectCo and the Chargor and **"Obligor"** means any of them

"OpCo" means AirTanker Services Limited, being a company incorporated in England and Wales (Company No 6279646) having its registered office at 1500 Park Avenue, Aztec West, Bristol BS32 4RF, United Kingdom

"OpCo Group Direct Agreement" means the OpCo group direct agreement made between (amongst others) ProjectCo, OpCo, the OpCo Shareholders, the OpCo Primary Sub-Contractors and the Security Trustee

"OpCo Lenders" has the meaning given to that term in the OpCo Group Direct Agreement

"OpCo Primary Sub-Contract" means each of the sub-contracts listed in paragraph 2.2 of schedule H (*Sub-Contract Plan*) of the Contract to which OpCo is a party

"OpCo Primary Sub-Contractor PCGs" means the several guarantees each entitled "Deed of Guarantee" in favour of OpCo from each of the OpCo Lenders (other than Rolls-Royce plc) in their capacity as parent companies of the OpCo Primary Sub-Contractors

"OpCo Primary Sub-Contractors" has the meaning given to that term in the OpCo Group Direct Agreement

"OpCo Shareholders" means the holders of the shares of OpCo in accordance with the OpCo Shareholders' Agreement from time to time

"OpCo Shareholders' Agreement" means the shareholders' agreement between the OpCo Shareholders in relation to OpCo and Project

"OpCo Termination PCGs" means the several guarantees entitled Termination Deed of Guarantee made by each of the OpCo Shareholders (in their capacity as OpCo Shareholders) in favour of ProjectCo

"Original Hedging Counterparty" means Banco Bilbao Vizcaya Argentaria S A, Bank of Scotland plc, Bayerische Landesbank, London Branch, Calyon, Fortis Bank SA/NV, UK Branch, Lloyds TSB Bank plc and the Royal Bank of Canada

"Original Shareholder Lender" means the Chargor

"Parties" means the parties to the Contract, being the Authority and ProjectCo

"Permitted Encumbrance" means

(A) any Financier Security, any Authority Security and any HoldCo Security,

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- (B) any lien for Tax not assessed or, if assessed, not yet due and payable, or being contested in good faith by appropriate proceedings, and
- (C) any lien or right of detention (however described) in favour of any air navigation authority, or any airport, airport hangar keeper, mechanic, material man, carrier, employee or any other person entitled to the benefit of similar possessory liens or rights arising in the ordinary course of business, by statute or by operation of law in respect of obligations which are not yet due and payable or which are being contested in good faith and by appropriate proceedings,

Provided that in the case of both (B) and (C)

- (i) adequate resources have been provided by the relevant Permitted Interest Holder for the payment of the Tax or obligations, and
- (ii) such proceedings, or continued existence of the lien or right of detention, do not give rise to any likelihood of the sale, forfeiture or other loss of the FSTA Aircraft or any other Critical Asset or any interest therein or of liability on the Authority, and

Provided further that any expense, cost, duty, fee, airport charge or other charge incurred by the relevant Permitted Interest Holder or operator on behalf of the relevant Permitted Interest Holder in respect of the FSTA Aircraft or any other Critical Asset or any aircraft forming part of the relevant Permitted Interest Holder's fleet of aircraft in connection with the provision of navigation services, facilities at any airport, or air traffic control services by any aviation authority, airport authority, or any air navigation authority or any other body from time to time responsible for the provision of such services or facilities and/or for imposing, collecting or enforcing any payment in respect thereof, to the extent that any of the same may give rise to a lien over or right of detention, forfeiture, seizure or sale of the FSTA Aircraft or any other Critical Asset, shall not be a Permitted Encumbrance if, when aggregated with all other outstanding sums, expenses, costs, duties, fees and charges, it exceeds

- (i) in respect of FSTA Aircraft operated by ProjectCo or OpCo, a threshold of £5 million or the equivalent in any other currency when the same is converted (if necessary) into Sterling at the rates published by the Reference Banks from time to time, or
- (ii) in respect of FSTA Aircraft operated by a Permitted Lessee, such threshold as may be agreed by the Parties, save that where any lien arises under (B) or (C) as security for the payment of amounts which the Authority is obliged to make pursuant to the terms of the Contract (including, but not limited to paragraph 12 (*Exclusions*) of Schedule F (*Usage and Payment*) of the Contract),

such lien shall be a Permitted Encumbrance without reference to any such threshold

"Permitted Interest Holder" means any of

- (A) ProjectCo (in the capacity as an owner only),
- (B) the Security Trustee acting on behalf of (i) the Creditors, and (ii) to the extent of its rights under the Security Trust and Intercreditor Deed, the Authority, or any of them (in their relevant capacities under the Security Trust and Intercreditor Deed only),
- (C) a Permitted Lessee (under a Permitted Lease Agreement only), and
- (D) OpCo (in its capacity as operator of FSTA Aircraft on the Civil Aircraft Register)

Short particulars of all the property mortgaged or charged

"Permitted Investments" means the investments listed in schedule 11 to the Common Terms Agreement

"Permitted Lease Agreement" means a leasing arrangement with a third party entered into by ProjectCo in accordance with clause 23 (*Third Party Revenue*) of the Contract

"Permitted Lessee" has the meaning given to that term in the Master Definitions Agreement

"Principal Interface Agreement" means the agreement entitled "Principal Interface Agreement" between ProjectCo, CapCo and OpCo

"Principal Sub-Contract" means each of the sub-contracts listed in paragraph 2.1 (*Principal Sub-Contracts*) of schedule H (*Sub-Contract Plan*) of the Contract, as amended from time to time in accordance with clause 41 (*Approval of and Changes to Sub-Contractors, Permitted Lessees and MRO Contractors*) of the Contract

"Project" means the provision of the Service

"Project Accounts" means the accounts held by the Obligors (and the Authority, where applicable) on the books of the Account Bank and referred to in paragraph 1 (*The Project Accounts*) of schedule 10 (*Project Accounts*) of the Common Terms Agreement (but excluding, for the avoidance of doubt, the HoldCo Payments Account)

"Project Agreements" means the Contract, the MOB Operational Licence, the Direct Agreement, the 3PR Direct Agreement(s), the DAS Repricing Direct Agreement, any agreements entered into under clause 6 (*The Land*) of the Contract, the letter to the Authority from the Contractor and CapCo known as "the EMC Letter", any deed entered into between the Contractor and an Independent Qualification Body or an Independent Certification Body, the deed of appointment for the Independent Certifier (IW) contained in schedule N of the Contract and the letter between the Authority and ProjectCo known as the "Green Aircraft Leasing Letter"

"Project Documents" means the Project Agreements, the Principal Sub-Contracts, the OpCo Primary Sub-Contracts, the Project Guarantees, the Principal Interface Agreement, the OpCo Primary Sub-Contractor PCGs, the MOB Planning Approval, the Contingent Funding Agreement, the Rolls-Royce Warranty Agreement, the Insurance Brokers Appointment Letter and each other document relating to the Project that, from time to time, is designated in writing as being a Project Document by ProjectCo (acting reasonably) and the Security Trustee (having been instructed in accordance with clauses 4.13 (*Reasonableness Requirement*) and 22.6 (*Instructions*) of the Security Trust and Intercreditor Deed)

"Project Guarantees" means the CapCo Delay PCG, the CapCo Termination PCG and the OpCo Termination PCG.

"ProjectCo" means AirTanker Limited, a company incorporated in England and Wales with registered number 6279734, whose registered office is at 1500 Park Avenue, Aztec West, Bristol BS32 4RF

"ProjectCo Debenture" means the debenture entered into by ProjectCo granting first ranking fixed and floating charges and assignments in favour of the Security Trustee over, save as expressly excluded in the ProjectCo Debenture, all the assets, rights and income of ProjectCo including (without limitation) its rights under the Concession Contract, the Principal Sub-Contracts and the Project Guarantees

Short particulars of all the property mortgaged or charged

"ProjectCo Dividends" means all present and future

- (a) dividends and distributions of any kind or any other sum received or receivable in respect of any of the ProjectCo Shares,
- (b) rights, shares, money or other assets accruing or offered by way of redemption, bonus, option or otherwise in respect of any of the ProjectCo Shares,
- (c) allotments, offers and rights accruing or offered in respect of any of the ProjectCo Shares, and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the ProjectCo Shares

"ProjectCo Shares" means

- (a) all present and future shares in ProjectCo including the shares issued and outstanding at the date of the HoldCo Debenture as specified in Schedule 5 (*Shares*) of that Debenture,
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire any of these shares, and
- (c) all rights relating to any of those shares which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person)

"Proposed FSTA Aircraft" has the meaning given to that term in the Master Definitions Agreement

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver

"Reference Banks" means, in relation to LIBOR and Mandatory Cost, the principal London offices of Bank of Scotland plc, Lloyds TSB Bank plc and Bayerische Landesbank, London Branch, or such other banks as may be appointed by the Facility Agent in consultation with FinCo

"Relevant Authority" means any court within the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union

"Replacement Spare" has the meaning given to that term in the Master Definitions Agreement

"Rolls-Royce Warranty Agreement" means the Rolls-Royce warranty agreement in respect of Rolls-Royce Trent 772B engines between ProjectCo, OpCo and Rolls-Royce plc

"Security" means the Security Interests created under the Security Documents

"Security Documents" means the ProjectCo Debenture, the HoldCo Debenture, the FinCo Debenture, each FSTA Aircraft Mortgage and the Security Trust and Intercreditor Deed (together with any accession agreement in relation thereto) and all other documents creating, evidencing or

Short particulars of all the property mortgaged or charged

granting a Security Interest in favour of the Security Trustee to be held on the terms of the Security Trust and Intercreditor Deed

"Security Interests" means any mortgage, charge, pledge, lien, assignment, hypothecation, right of set-off, or any agreement or arrangement having the effect of creating a security interest, or any right of ownership, possession, forfeiture or detention, or any statutory or other right *in rem*

"Security Trust and Intercreditor Deed" means the security trust and intercreditor deed between, amongst others, the Obligors and certain of the Third Party Financiers and includes any accession agreement in relation thereto

"Senior Facilities Agreement" means the senior facilities agreement between, amongst others, FinCo as borrower, the Banks as lenders, the Facility Agent and the Security Trustee

"Senior Finance Documents" means the Banking Agreements, the Hedging Agreements and each other document executed from time to time pursuant to any of the foregoing to which FinCo and/or ProjectCo and a Senior Finance Party is a party and any present or future document confirming and evidencing any Security Interest or guarantee for, or in relation to, any Obligors obligations under any Senior Finance Document and any other document designated in writing as being a Senior Finance Document by FinCo and/or ProjectCo (each acting reasonably) and the Security Trustee (having been instructed in accordance with clauses 4.13 (*Reasonableness Requirement*) and 22.6 (*Instructions*) of the Security Trust and Intercreditor Deed)

"Senior Finance Party" means the Facility Agent, the Arrangers, each Bank, each Hedging Counterparty, the Security Trustee and the Account Bank and any other person which accedes to the Common Terms Agreement in the capacity of a Senior Finance Party in accordance with the terms of the Senior Finance Documents

"Service" means the services to be provided by ProjectCo following the ITS Date to fulfil the requirements of schedule A (*Statement of Authority's Requirements*) of the Contract as may be amended by the application of

- (i) paragraph 3.7 (*Limitations*) of part 1 (*Compliance and Acceptance Procedures*) of schedule D (*Compliance*) of the Contract,
- (ii) paragraph 6.3(B) (*Treatment of Concessions or Waivers*) of annex B (*Proposed FSTA Aircraft Compliance Process*) of section 2 (*Aircraft System Requirements*) of part 2 (*Compliance Process*) of schedule D of the Contract (*Compliance*), and/or
- (iii) schedule P (TEMPEST) of the Contract,

provided always that the services to be provided by ProjectCo shall be

- (A) construed and interpreted during the Establishment Phase by the provisions of schedule C (*Phase-In Timetable*) of the Contract, but,
- (B) determined, at any point in time during the Establishment Phase, by reference to the Service Sub-Elements that have been Accepted into Service as at the achievement of the last Milestone together with any FSTA Aircraft that have been Accepted into Service following the achievement of the last Milestone

"Service Sub-Elements" means those elements identified as such in the respective sections of part 2 (*Compliance Process*) of schedule D (*Compliance*) of the Contract

Short particulars of all the property mortgaged or charged

"Shareholder" means the holders of the shares of the Chargor in accordance with the HoldCo Shareholders' Agreement, from time to time

"Shareholder Lender" means the Original Shareholder Lender and any successor or permitted assignee or transferee thereof in accordance with the provisions of the Subordinated Financing Agreements who has acceded to the Security Trust and Intercreditor Deed in accordance with Clause 24 2 (*Assignment and Transfers by Creditors*) of the Security Trust and Intercreditor Deed

"Shares" means ProjectCo Shares and FinCo Shares

"Spares" has the meaning given to that term in the Master Definitions Agreement

"Special to Type Tooling" has the meaning given to that term in the Master Definitions Agreement

"Sponsors" means Cobham plc, EADS CASA SA, Rolls-Royce plc, Thales UK Limited and VT Group plc

"Sterling" means the lawful currency for the time being of the United Kingdom

"Subordinated Financing Agreements" has the meaning given to the term in the Master Definitions Agreement

"Tax" means any kind of tax, duty, levy or other charge (other than VAT) whether or not similar to any in force at the Date of Contract and whether imposed by a local, Governmental or other Relevant Authority in the United Kingdom or elsewhere

"Third Party Financiers" are those persons who, at any time, have entered into Financing Arrangements with FinCo or ProjectCo or become party to the Financing Arrangements (whether by assignment, novation or otherwise) and shall include the Security Trustee provided that such persons shall not include the Sponsors or the Chargor

"Training Courseware" has the meaning given to that term in the Master Definitions Agreement

"Transferee" has the meaning given to it in clause 24 2(a) (*Assignments and Transfers by Creditors*) of the Security Trust and Intercreditor Deed



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6279650
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 27 MARCH 2008 AND CREATED BY
AIRTANKER HOLDINGS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM FINCO TO THE THIRD PARTY
FINANCIERS AND ALL MONIES DUE OR TO BECOME DUE
FROM PROJECTCO TO THE HEDGING COUNTERPARTIES 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 4 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 APRIL 2008

L. C. Cole.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES