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COMPANIES FORM No. 395

036670/13

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1111

06324435

Name of company

* ROONEY AIR LTD

Date of creation of the charge

14 March 2008

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

Security Assignment (the "Assignment") dated 14th March 2008 and made between (1)Rooney Air Ltd (the "Assignor") and (2)Paul Rooney (the "Assignee") in relation to the Assigned Property and Secured Liabilities

Amount secured by the mortgage or charge

The full amount of the Secured Liabilities for the time being and from time to time

PLEASE NOTE THAT THE CAPITALISED TERMS NOT ALREADY DEFINED ARE DEFINED IN THE ATTACHED DEFINITIONS SECTION

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

MR PAUL ROONEY
BEECHWOOD HOUSE, TOWER ROAD, FAYGATE, WEST SUSSEX

Postcode RH12 4SD

Presentor's name address and reference (if any) *sspel*

Berwin Leighton Paisner LLP
Adelaide House
London Bridge
London
EC4R 9HA

For official Use (06/2005)
Mortgage Section

Post room

FRIDAY



A22 28/03/2008 421
COMPANIES HOUSE

Time critical reference
MMCL/25551 1

Short particulars of all the property mortgaged or charged

With full title guarantee, absolutely all rights and interests which now or at any later time are in, or in connection with, the Assigned Property

PLEASE NOTE THAT THE CAPITALISED TERMS NOT ALREADY DEFINED ARE DEFINED IN THE ATTACHED DEFINITIONS SECTION BELOW

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)

Signed

Bavin Hughes Parvic LLP

Date

27/03/2008

On behalf of ~~XXXXXXXXXXXX~~ (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**

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

Please note that clause 3 5 of the Assignment contains a negative pledge that the Assignor shall not sell, create any Security Interest (except as permitted by the Assignment) not exclusively securing the Secured Liabilities over or otherwise dispose of any Assigned Property or any right relating to the Assigned Property

Definitions

"**Aircraft**" means the Cessna Citation aircraft bearing manufacturer's serial number 560-5724, together with the two (2) Pratt & Whitney PW545B engines bearing manufacturer's serial numbers PCE DD0461 (left) and PCE DD0464 (right) and all radio apparatus accessories, spares, components, modules, instruments, appurtenances, equipment, machinery and parts installed in or on the Aircraft or which may from time to time be installed on or attached to the Aircraft and to include where applicable all substitutions and replacements parts together with all manuals for the Aircraft,

"**Assigned Contracts**" means all contracts and policies of Insurance in relation to the Aircraft,

"**Assigned Contracts Rights**" means all rights and interests of every kind which the Assignor now or at any later time has to, in or in connection with each of the Assigned Contracts or in relation to any matter arising out of or in connection with any Assigned Contract,

"**Assigned Property**" means all rights and interests of every kind which the Assignor now or at any later time has to, in or in connection with

(a) the Assigned Contracts Rights, and

(b) the Insurances,

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"**Insurances**" means

(a) all policies and contracts of insurance which are effected in respect of the Aircraft,

Name of company

*insert full name
of Company

* ROONEY AIR LTD

and

(b) all rights and other assets relating to, or derived from, any of the foregoing,
including any rights to a return of premium,

"**Loan Agreement**" means the loan agreement dated 4th March 2008 made between the Assignor
(as lender) and the Assignee (as borrower),

"**Secured Liabilities**" has the meaning given to it in the Loan Agreement,

"**Security Interest**" has the meaning given to it in the Loan Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6324435
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
14 MARCH 2008 AND CREATED BY ROONEY AIR LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO MR. PAUL ROONEY 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 28 MARCH
2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 APRIL 2008



Companies House
— for the record —



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