

MR01

Particulars of a charge

274720/23

CRS Charles Russell
Speechlys



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

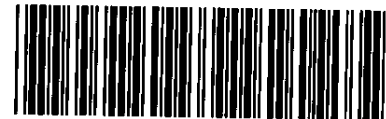
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR02

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form.
The copy must be scanned and placed on the public record. **Do not send the original.**



A13 *A7IOXLHS* 14/11/2018 #195
COMPANIES HOUSE

1 Company details

Company number 0 8 0 5 4 6 3 4
Company name in full SECTOR AIRCRAFT LEASING LIMITED

2 For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 7 1 1 2 0 1 8

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Stephen Bond

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

(1) Embraer ERJ-145, Serial Number 145-142,
(2) Embraer ERJ-145, Serial Number 145-153,
(3) Embraer ERJ-145, Serial Number 145-442,
(4) Embraer ERJ-145, Serial Number 145-454, and
(5) Embraer ERJ-135, Serial Number 145-473
for more details please refer to the aircraft
schedule of the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X Charles Russell Speedhys X

This form must be signed by a person with an interest in the charge.

MR01

Particulars of a charge

**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. The contact information you give will be visible to searchers of the public record.

Contact name Hannah Gornall

Company name Charles Russell Speechlys LLP

Address Compass House

Lypiatt Road

Post town Cheltenham

County/Region Gloucestershire

Postcode G L 5 0 2 Q J

Country United Kingdom

DX DX 7441 Cheltenham 1

Telephone 01242 246 377

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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

**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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument; it must be a certified copy

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8054634

Charge code: 0805 4634 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2018 and created by SECTOR AIRCRAFT LEASING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th November 2018.

Dx

Given at Companies House, Cardiff on 21st November 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I hereby certify that I have had sight of the original document and that this is a complete and accurate copy of the original.

Signed:

Name:

Position/capacity:

Date:


Edward Robinson

Solicitor

12/11/2018

DATED

07th

November 2018

(1) STEPHEN BOND

(2) SECTOR AIRCRAFT LEASING LIMITED

AIRCRAFT MORTGAGE

DATE: 7th NOVEMBER 2018

PARTIES:

- (1) **STEPHEN BOND** of Rushbury House, Winchcombe, Cheltenham, Glos, GL54 5AE (facsimile number: 01242 674670) in his capacity as trustee of the security constituted by this Charge (the "**Chargee**");
- (2) **SECTOR AIRCRAFT LEASING LIMITED** (registered no. 08054634) whose registered office is at, Herald Way, East Midlands Airport, Castle Donington, Derby DE74 2TU (the "**Company**").

RECITALS

- (A) On 1 June 2012 the Company granted the Chargee a debenture containing fixed and floating charges over the Company's assets and undertaking (the "**Debenture**").
- (B) The Company remains liable to the Chargee in respect of the Indebtedness (as defined below).
- (C) Pursuant to clause 5.2 of the Debenture, the Company is obliged, at the Chargee's request at any time to provide such further mortgage, charge or other instrument conferring a fixed charge on any of its assets or such other charge as the Chargee may in its discretion think fit for securing the Indebtedness.
- (D) By a letter dated on or about the date hereof the Chargee requested that the Company provide additional security in respect of certain of the Company's assets, as more particularly described herein.

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 In this Charge:

Acts	means the LPA and the Insolvency Act 1986;
Charged Assets	has the meaning given to it in clause 2;
Chargee	shall include, unless the context otherwise requires, the Chargee's successor trustee or trustees of the trusts under which the security is held and the Chargee's assigns;

Indebtedness means all amounts whether present or future, actual or contingent due under a loan facility agreement dated 5 May 2015 between (1) the Company and (2) Peter Bond and the Chargee and (3) Sector Aviation Holdings Limited (including any document amending, supplementing, novating or replacing the same) ("**Primary Indebtedness**"), all other amounts due from time to time from the Company to the Chargee (whether in his capacity as a trustee or personally) and/or Peter Bond (which are intended to get the benefit of this Charge) whether under a guarantee by the Company or otherwise ("**Secondary Indebtedness**") together with any amounts paid out by the Chargee and/or Peter Bond in respect of any guarantee of the obligations of the Company and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Chargee in perfecting or enforcing or attempting to enforce this Charge or any other security (and its rights thereunder) held by the Chargee from time to time;

Insolvency Act means the Insolvency Act 1986 (or any statutory modification or re-enactment for the time being in force)

LPA means the Law of Property Act 1925 (or any statutory modification or re-enactment for the time being in force)

Receiver has the meaning given to it in Clause 4.1; and

subsidiary has the meaning ascribed thereto in section 1159 of the Companies Act 2006.

1.2 Clause headings are for ease of reference only.

1.3 The Interpretation Act 1978 shall apply to this Charge as if it were an enactment.

2 **CHARGE**

The Company hereby covenants on demand to pay or discharge the Indebtedness to the Chargee. As security for the payment and discharge of the Indebtedness (and to the extent that such assets are not already secured by way of an effective first fixed mortgage pursuant to the Debenture), the Company, with full title guarantee, hereby charges to the Chargee by way of first fixed mortgage those aircraft set out at the

Schedule to this agreement (including engines and all equipment installed in them or attached to them now and in the future and all manuals and technical records relating thereto) (the "**Charged Assets**") and all its right, title and interest in and to any proceeds of insurance in respect thereof, provided that the provisions of this Clause shall become effective against each aircraft only upon the first date on or after the date of this Agreement when such aircraft is situated in England.

3 COVENANTS

3.1 The Company shall not without the consent in writing of the Chargee:

- 3.1.1 (except for charges in favour of the Chargee created under or pursuant to this Charge) *create or permit to subsist any mortgage, charge or lien on the Charged Assets;*
- 3.1.2 sell, transfer, lease, hire-out, lend or otherwise dispose of the Charged Assets or any part thereof;
- 3.1.3 accept a surrender or agree a variation of the terms of any lease of any Charged Asset.

3.2 The Company shall:

- 3.2.1 promptly deposit with the Chargee all deeds and documents of title and all insurance policies relating to the Charged Assets;
- 3.2.2 keep such of the Charged Assets as are insurable comprehensively insured to the Chargee's satisfaction in writing (and, if so required by the Chargee, in the joint names of itself and the Chargee) against loss or damage by fire and such other risks as the Chargee may require (which may include all liability in connection with the operation or use of an aircraft), to their full replacement value or such other value agreed with the Chargee and, where such insurance is not in joint names, procure that the Chargee's interest is noted on all policies required under this Clause 3.2.2;
- 3.2.3 duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under Clause 3.2.2 and on demand produce the insurance policies and premium receipts to the Chargee;
- 3.2.4 punctually pay or cause to be paid all rents, rates, taxes, duties, assessments, fees, debts and all other amounts due in respect of the Charged Assets;
- 3.2.5 give, or procure the giving, to the Chargee or any person or persons appointed by the Chargee for this purpose such information (including books and records and details of the Company's arrangements and accounts with its bankers) as to all matters relating to the Charged Assets (including book or other debts) or otherwise relating to its business or affairs as it or they shall reasonably require and access to all premises as it or they shall reasonably require;

- 3.2.6 keep all Charged Assets properly maintained in accordance with best commercial practice and the requirements of any applicable authority and ensure that all licences or other permissions required to operate them are obtained and maintained either by the Chargee or any Lessee; and
 - 3.2.7 promptly notify the Chargee of any meeting to discuss, or any proposal or application for the appointment of an administrator, receiver, liquidator or similar official in respect of the Company or any of its assets and, if any such official is appointed, of his appointment.
- 3.3 If the Company fails to perform any of its obligations under Clauses 3.2.2, 3.2.3, 3.2.4, 3.2.5 and 3.2.6 the Chargee may take out or renew any insurance or settle such liability or effect such repairs and take such other action as it may deem appropriate to remedy such failure and recover the premiums and other costs and expenses so incurred from the Company on demand.

4 RECEIVER

- 4.1 At any time after the Chargee's demand for payment from the Company of any Indebtedness (or if so requested by the Company), the Chargee may appoint by writing:

- 4.1.1 subject to the provisions of Section 72 A and paragraph 43 of Schedule A1 to the Insolvency Act any person or persons (including a manager or officer of the Chargee) to be a receiver and manager or receivers and managers ("the **Receiver**", which expression shall include any substituted receiver(s) and manager(s)) of all or any part of the Charged Assets.

Without limiting the Chargee's rights under this Clause 4.1 or at law, the Chargee may, whether or not any demand has been made for payment of the Indebtedness, appoint a Receiver if the Chargee becomes aware of any of the matters referred to in Clause 3.2.7 or if the security created by this Charge shall be in jeopardy.

- 4.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 4.3 The Receiver shall be the Company's agent and shall have all powers conferred upon an administrative receiver, a receiver and a receiver and manager by the Acts. The Company alone shall be responsible for his acts, defaults, omissions and liabilities (whether under contract or otherwise) incurred by him and for his remuneration. In particular by way of addition to but without limiting any general powers on the powers referred to above (and without prejudice to the Chargee's powers) the Receiver shall have the power in the name of the Company or otherwise to do the following things:
- 4.3.1 to enter any property of the Company and to take possession of collect and get in all or any part of the Charged Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit;

- 4.3.2 to raise money from the Chargee or others on the security of all or any part of the Charged Assets and manage, conduct, amalgamate, develop the same (and concur in so doing) as he may think fit;
 - 4.3.3 to sell, lease, hire-out or exchange the Charged Assets or any part of them (and concur in so doing) in such manner and on such terms as he may think fit and to exercise all rights, powers and discretions incidental to the ownership thereof;
 - 4.3.4 to take, continue or defend any proceedings and make any arrangement or compromise which the Chargee or he shall think fit;
 - 4.3.5 to make and effect all repairs, improvements and insurances;
 - 4.3.6 to appoint managers, officers and agents for any of the above purposes, at such salaries and on such terms as the Receiver may determine;
 - 4.3.7 to employ professional advisers and others as he deems necessary;
 - 4.3.8 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.
- 4.4 At any time after the Chargee's demand for payment from the Company of any Indebtedness (or if so requested by the Company) the Chargee may without further notice and without first appointing a Receiver exercise all or any of the powers conferred on mortgagees by the Acts as hereby varied or extended and all the powers, authorities or discretions hereby conferred expressly or by implication on any Receiver.
- 4.5 Any moneys received by the Chargee or any Receiver under this Charge shall be applied, after the discharge of all sums, obligations and liabilities having priority thereto, in the following manner and order:
- 4.5.1 first, in satisfaction of all costs, charges and expenses properly incurred and incidental to the appointment of a Receiver and the exercise of all or any of his powers including his remuneration and all outgoings properly paid by the Receiver and liabilities incurred by him as a result of such exercise;
 - 4.5.2 secondly, in or towards satisfaction of the Indebtedness in such order as the Chargee shall determine provided that in the absence of contrary instruction by the Chargee the Primary Indebtedness and all costs and expenses associated with it shall rank in priority to the Secondary Indebtedness; and
 - 4.5.3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.

5 MISCELLANEOUS

5.1 This Charge shall be:

- 5.1.1 a continuing security to the Chargee, notwithstanding any settlement of account or other matter or thing whatever;
- 5.1.2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Chargee may hold now or hereafter on all or any part of the Charged Assets; and
- 5.1.3 in addition to any rights, powers and remedies at law.

5.2 Sections 103 and 109(1) of the LPA shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Charge. The Chargee shall not exercise its power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made.

5.3 No failure or delay on the Chargee's part in the exercise of any of its rights, powers and remedies (in this Clause 5 'right(s)') under this Charge or at law shall operate or be construed as a waiver. No waiver of any of the Chargee's rights shall preclude any further or other exercise of that right or of any other right.

5.4 The Chargee may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or the Chargee's rights under this Charge.

5.5 The Company certifies that the charges created by this Charge do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Charged Assets.

5.6 Subject only to Clause 8, on final payment and discharge of the Indebtedness the Chargee will, at the request and cost of the Company, re-assign to the Company the property assigned by or pursuant to these presents.

5.7 A certificate of the Chargee as to the amount of the Indebtedness or any of it or any other matter connected with it or this Charge shall, in the absence of manifest error, be conclusive evidence of the facts stated in it.

5.8 The Company shall, on demand by the Chargee, execute and deliver all such transfers, assignments, deeds or other documents as the Chargee may require to perfect its rights under this Charge or to give effect to any sale or disposal of any of the Charged Assets.

6 POWER OF ATTORNEY

By way of security, the Company hereby irrevocably appoints the Chargee and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in

its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper or necessary by the Chargee and any Receiver under the covenants or the other provisions hereof or for giving the Chargee and any Receiver the full benefit hereof.

7 EXCLUSION OF LIABILITY

- 7.1 The Chargee shall not in any circumstances by reason of it taking possession of the Charged Assets or any part thereof or for any other reason whatsoever, and whether as mortgagee in possession or on any other basis whatsoever, be liable to account to the Company for anything except the Chargee's own actual receipts or be liable to the Company for any loss or damage arising from any realisation of the Charged Assets or any part thereof or from any act, default or omission of the Chargee or any Receiver or any of his managers, officers or agents in relation to the Charged Assets or any part thereof or from any exercise or non-exercise by the Chargee of any power, authority or discretion conferred upon it in relation to the Charged Assets or any part thereof by or pursuant to this Charge or by the Acts unless such loss or damage shall be caused by the Chargee's own fraud.
- 7.2 All the provisions of Clause 7.1 shall mutatis mutandis apply in relation to the liability of any Receiver in all respects as though every reference in Clause 7.1 to the Chargee were instead a reference to such Receiver.

8 AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided or adjusted under any applicable law, and no release, settlement or discharge given or made by the Chargee on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Chargee to recover the Indebtedness in full from the Company (including any moneys which it may be compelled by due process of law to refund pursuant to the provisions of any law relating to liquidation, bankruptcy, insolvency or creditors' rights generally) and any costs payable by it pursuant to (or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Charge or require the Chargee to release this Charge or any other security created by or pursuant to it.

9 AIRCRAFT REGISTERS

The Company agrees to maintain the registration of any aircraft owned by it on the United Kingdom Registration of Civil Aircraft and to take such steps, and pay such fees, as are from time to time required by the Chargee to register the security granted hereunder on any register required by the Chargee.

10 COSTS

All costs, charges and expenses incurred by the Chargee and all other moneys paid by the Chargee or the Receiver in perfecting or otherwise in connection with this Charge and all costs of the Chargee or the Receiver of all proceedings for

enforcement of this Charge shall be recoverable from the Company as a debt, shall bear interest at the same rate from time to time as the Indebtedness (as well before as after judgment) and shall be charged on the Charged Assets.

11 SEVERANCE

If at any time any provision in this Charge is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Charge shall not be impaired.

12 INCORPORATION

This Charge incorporates the terms of all documentation between the parties relating to the Indebtedness to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s.2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

13 THIRD PARTY RIGHTS ACT

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14 NOTICES

14.1 Any notice required under this Agreement is to be given in writing signed by or on behalf of the party giving it. A notice shall be served by leaving it at or sending it by facsimile, pre-paid recorded delivery or registered post, to the respective addresses of the parties set out in this Agreement (or in the case of facsimile to the published address for each party) or such other addresses as they shall from time to time notify to the other parties for the purposes of this clause.

14.2 Any notice served is deemed to have been received:

14.2.1 in the case of personal service upon delivery;

14.2.2 in the case of facsimile at the time of dispatch;

14.2.3 in the case of recorded delivery or registered post 48 hours from the date of posting.

14.3 If the notice is sent by post it will be sufficient in proving service to establish the envelope containing the notice was properly addressed and posted and for service by facsimile to produce the sender's "answerback".

15 COUNTERPARTS

This document may be signed in any number of counterparts which shall together constitute the whole.

16 **LAW**

This Charge shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Charge was entered into as a Deed the day and year first above written

AIRCRAFT SCHEDULE

Embraer ERJ-145 with serial number 145-142, registration mark G-RJXB, with Rolls Royce engine numbers CAE 311912 & CAE 311847

Embraer ERJ-145 with serial number 145-153, registration mark G-RJXC with Rolls Royce engine numbers CAE 310153 & CAE 310163

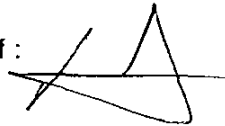
Embraer ERJ-145 with serial number 145-442, registration mark G-RJXH with Rolls Royce engine numbers CAE 311695 & CAE 310164

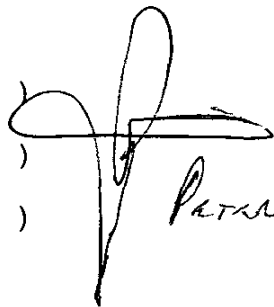
Embraer ERJ-145 with serial number 145-454, registration mark G-RJXI with Rolls Royce engine numbers CAE 312189 & CAE 311773

Embraer ERJ-135 with serial number 145-473, registration mark G-RJXJ with Rolls Royce engine numbers CAE 311785 & CAE 311451

EXECUTED AND DELIVERED

as a Deed on behalf of
the Company by a director
in the presence of :



)
)  Peter Simpson
Director

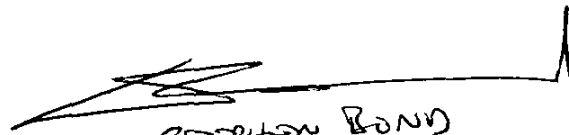
Witness: PAUL ROBERTS

Address: 36 NIGHTINGALE AVENUE
WORTHING
WEST SUSSEX
BN12 6FH

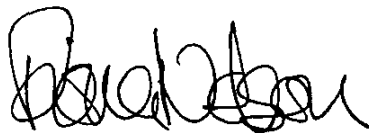
EXECUTED AND DELIVERED

as a Deed by
the Chargee

)
)
)


STEPHEN BOND

in the presence of :



Witness: FIONA NELSON

Address: 27 CUDWALL STREET
CHELTENHAM
GL68
GL53 8HS