

MR01

Particulars of a charge



Companies House

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23/09/2021

#356

COMPANIES HOUSE

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

☐ **What this form is for**
You may not use this form to
register a charge with an
instrument. Use form MR02.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If 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. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 05232652

Company name in full Jets (Bournemouth) Limited

0005 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 21/09/2021

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 Andrew Lewis Rose
of 15 West Heath Avenue, London, NW11 7QS

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

A 1989 pre-owned Hawker 125-800A aircraft bearing manufacturer's serial number 258153 and Isle of Man registration mark M-ADDS together with two (2) TFE731-5R-1H engines, bearing the manufacturer's serial numbers P91411/3074600-2 and P91407/3074600-2

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

K Banerjee

X

This form must be signed by a person with an interest in the 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 **Katie Bancroft**

Company name **Jaffa & Co**

Address **Farnborough Airport**

Post town **Farnborough**

County/Region **Hampshire**

Postcode **G U 1 4 6 X A**

Country **United Kingdom**

DX

Telephone **+44 207 846 0341**

**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.

**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.

**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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5232652

Charge code: 0523 2652 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st September 2021 and created by JETS (BOURNEMOUTH) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd September 2021.

Given at Companies House, Cardiff on 29th September 2021

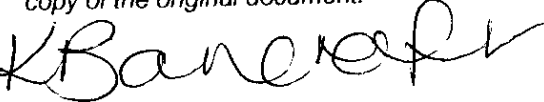


Companies House



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

I hereby certify that this is a true and complete
copy of the original document.

Signed: 

Page 1

Name: KATIE BANCROFT Date: 21 SEPT 2021

Capacity: SOLICITOR SRA No: 656828

Aircraft mortgage

Jaffa & Co, 54 Portland Place, London, W1B 1DY, UK

THIS MORTGAGE is made on 21 day of SEPTEMBER 2021
PARTIES

- 1 **Jets (Bournemouth) Ltd** whose registered office is at Bournemouth Airport, Building 332, South East Sector, Hurn, BH23 6SE, United Kingdom (the Owner); and
- 2 **Andrew Rose** whose address is at 15 West Heath Avenue, London NW11 7QS (the Mortgagee).

RECITALS

- (A) The Owner is the sole and absolute owner of the Aircraft.
- (B) By a joint venture agreement dated the 15 day of JULY 2021 (the Loan Agreement) between the Owner and the Mortgagee, the Owner has agreed to execute and deliver in favour of the Mortgagee a first priority mortgage over the Aircraft and this Mortgage secures all of the indebtedness of the Owner and the interest of the Mortgagee in the Aircraft

THIS DEED PROVIDES:

1 **Definitions and interpretation**

1.1 **Definitions**

In this Mortgage, except where the context otherwise requires: **Aircraft**
means the aircraft described in Schedule 1 and includes the Engines and all Equipment, all replacements, renewals and additions made to it and the Manuals and Technical Records;

Aviation Authority

means the United Kingdom Civil Aviation Authority or the equivalent authority of such other jurisdiction in which the Mortgagee gives prior written permission for the Aircraft to be registered;

Cape Town Convention

means both the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment which were adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa (as may be amended from time to time);

EASA

means the European Aviation Safety Agency and any successor to it;

Encumbrance



	includes any mortgage, pledge, lien, charge, right of set off, assignment, hypothecation, security interest, title retention, international interest, third party interest, preferential right or trust arrangement or other arrangement or agreement the effect of which is the creation of security;
Engine	means each of the engines described in Schedule 1 and any other engine from time to time installed on the Aircraft as a replacement therefor and any other engine which having been removed from the Aircraft remains subject to this Mortgage together with all Equipment and accessories from time to time belonging to, installed on or relating to such engines;
Environmental Laws	means all air quality, climate change, waste management and other environmental protection laws, including for example <u>Council Directive (EC) 2008/101</u> (amending <u>Council Directive (EC) 2003/87</u> so as to include aviation activities in the scheme for greenhouse gas emission allowance trading within the European Community), and all related implementing legislation;
Equipment	means all appliances, parts, spare parts, instruments, appurtenances, accessories, replacements, furnishings and equipment of any kind whatever which are or become installed in or attached to or used with or for the Aircraft;
IDERA	means an irrevocable deregistration and export authorisation in the form of Schedule 4 or such other form complying with the requirements of the Cape Town Convention;
Insurances	means all contracts and policies of insurance which are from time to time, or are required to be, effected and maintained under this Mortgage;
International Interest	has the meaning as expressed to such term in the Cape Town Convention;
Manuals and Technical Records	means all such records, logs, manuals, technical data and other materials and documents relating to the Aircraft as were delivered at the time of the purchase of the Aircraft or as have since been or shall be acquired by the Owner or any third party in relation to the Aircraft or as shall from time to time be required to comply with the regulations and requirements of the Aviation Authority
Owner	includes for the purposes of clause 13 only, any subsidiary or holding company of the Owner or any subsidiary of any such holding company from time to time within the meaning of the <u>Companies Act 2006 Section 1159</u> and <u>Schedule 6</u> ;

Permitted Encumbrance

(a)

means in respect of the Aircraft any lien for taxes either not yet assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings so long as such proceedings or the continued existence of such lien does not in the opinion of the Mortgagee involve any likelihood of the sale, forfeiture or loss of any interest in the Aircraft;

(b)

airport hangar keepers, mechanics, material men, carriers, employees, or other similar liens arising in the ordinary course of business by statute or by operation of law (and not by contract) in respect of obligations which are not overdue or which are being contested in good faith by proceedings so long as any such proceedings or the continued existence of such a lien does not in the opinion of the Mortgagee involve any likelihood of the sale, forfeiture or loss of, or any interest in, the Aircraft;

but a Permitted Encumbrance does not include any lien arising or subsisting through any default or omission on the part of the Owner including but not limited to a failure by the Owner to pay for goods or services supplied to the Owner or the Aircraft within the normal credit period given by the suppliers of such goods or services;

Receiver

means any receiver, administrative receiver, trustee and/or manager appointed pursuant to this Mortgage or under any statutory power;

Requisition Compensation

includes all money or other compensation payable by reason of requisition for title to or other compulsory acquisition of the Aircraft;

Required Insurance Value

means £600,000 GBP or such other amount as the Mortgagee may require;

Secured Liabilities

means all money whether principal, interest or otherwise and all other obligations and liabilities whatsoever, actual or contingent, which are now or at any time hereafter become, due or owing to the Mortgagee by the Owner either alone or jointly with any other person, including under or in connection with this Mortgage or in any other way whatever;

Security Assets

means the Aircraft, the Insurances, Requisition Compensation and all other assets the subject (or expressed to be the subject) of this security;

Security Period

means the period beginning on the date of this Mortgage and ending on the date upon which all the Secured Liabilities have been fully and irrevocably paid and discharged to the satisfaction of the Mortgagee;

Taxes

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includes all present and future income and other taxes, levies, imposts, duties, deductions, charges, fees and withholdings together with any applicable interest and penalties;

Total Loss

means:

- (a) the actual or constructive or arranged total loss of the Aircraft (including any damage to the Aircraft or other occurrence which results in an insurance settlement on the basis of a total loss);
- (b) the hijacking, theft or other compulsory acquisition of the Aircraft;
- (c) the seizure, arrest, capture, condemnation, detention, confiscation or requisition for use or hire of the Aircraft by any government or by persons acting or purporting to act on behalf of any government; or
- (d) the Aircraft being destroyed, damaged beyond economic repair or permanently rendered unfit for normal use for any reason whatever;

Total Loss Date

means:

- (a) in the case of an actual total loss, the actual date on which the loss occurs or, if such date is unknown, the day on which the Aircraft was last heard of;
- (b) in the case of any of the events described in clause (a) of the definition of Total Loss (other than an actual total loss), whichever is the earlier of:
 - i 60 days after the date on which notice claiming such total loss is given to the relevant insurers; and
 - ii the date on which such loss is admitted or compromised by the insurers;
- (c) in the case of any of the events described in clause (d) of the definition of Total Loss, the date on which such destruction, damage or rendering unfit occurs;
- (d) in the case of any of the events described in clause (c) of the definition of Total Loss, the date on which the relevant requisition for use or hire, seizure, arrest, capture, condemnation, detention or other compulsory acquisition or confiscation occurs; or
- (e) in the case of any of the events described in clause (b) of the definition of Total Loss, the expiry of the period of 30 days after the date upon which the relevant hijacking, theft or other compulsory acquisition occurred.

1.2 Interpretation

- 1.2.1 Any reference to the plural includes the singular and vice versa.
- 1.2.2 Any reference to one gender includes all genders.
- 1.2.3 Any reference to a person includes natural persons, corporate bodies, partnerships, firms, unincorporated bodies and all legal persons whatever.
- 1.2.4 Headings are given for convenience only and do not affect interpretation.



- 1.2.5 Any reference to a clause, subclause or Schedule is a reference to a clause, subclause or schedule in or to this Mortgage.
- 1.2.6 Any reference to a particular statute includes all orders, regulations and subordinate legislation from time to time made under or with respect to that statute and to it or them as from time to time modified or re-enacted (whether before or after the date of this Mortgage) and any reference to a particular section of a statute includes any section of a later statute which modifies, replaces or re-enacts that section.
- 1.2.7 Any reference to the Mortgagee includes a reference to its successors and assigns and persons deriving title under or through them.
- 1.2.8 Any reference to any document (including this Mortgage) includes such document as is from time to time varied or supplemented.
- 1.2.9 The words **include** and **Including** shall be continued without limitation.

2 Representations and warranties

- 2.1 The Owner represents and warrants to the Mortgagee that:
 - 2.1.1 it is the sole, absolute, legal and beneficial owner of the Security Assets including in particular the Aircraft;
 - 2.1.2 the Aircraft is validly registered on the register of civil aircraft with the Aviation Authority in the name of the Owner as owner;
 - 2.1.3 neither the Security Assets nor any part of them is subject to any Encumbrance (other than Permitted Encumbrances), save this Mortgage and any International Interest recorded in favour of the Mortgagee in respect of this Mortgage;
 - 2.1.4 this Mortgage has been duly executed by the Owner and constitutes the legal, valid and binding obligations of the Owner and creates a valid and enforceable first priority mortgage over the Security Assets, including in particular the Aircraft;
 - 2.1.5 It is a corporation duly organised and validity existing under the law of England and has the corporate power and authority to own its property and enter into and perform its obligation under this Mortgage; and
 - 2.1.6 At the time of execution of this Mortgage the Aircraft is situated in England.
- 2.2 The representations and warranties contained in clause 2.1 (save for clause 2.1.6) shall be deemed to be repeated on each day during the Security Period as if made with reference to the facts and circumstances existing on each such day.



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Mortgage

- 3.1 As security for payment of the Secured Liabilities the Owner with full title guarantee mortgages the Aircraft to the Mortgagee by way of first priority fixed mortgage.
- 3.2 Any replacement or substitute Engine or Equipment which is acquired by or deemed to be the property of the Owner shall automatically become subject to this Mortgage upon acquisition or installation on or in the Aircraft (and stand charged pursuant to and on the basis mentioned in clause 3.1).
- 3.3 If any Engine or Equipment which is the property of the Owner is at any time removed from the Aircraft it shall nevertheless remain subject to this Mortgage¹⁹.
- 3.4 To the extent that any charge referred to in clauses 3.1 or 3.2 is or becomes ineffective as a fixed charge, then it shall take effect as a floating charge.
- 3.5 The security created by this Mortgage shall be discharged upon the request and at the cost of the Owner after the end of the Security Period provided that where any discharge is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be repaid on bankruptcy, liquidation or otherwise however arising, this security and the liability of the Owner under this Mortgage shall continue as if there had been no such discharge or arrangement.

4

Assignment

- 4.1 The Owner with full title guarantee assigns absolutely to the Mortgagee all its rights, title and interest in or to the benefits of the Insurances, the Requisition Compensation and all money payable in respect of a Total Loss and all the benefits of the Owner under any agreements for the purchase, repair, overhaul or servicing of the Aircraft including without limitation all benefits under warranty and indemnity provisions and all claims for damages.
- 4.2 The Owner will do or procure the doing of all such things and the execution of all such documents as the Mortgagee may from time to time require to ensure the payment to the Mortgagee of the items assigned by clause 4.1 and in particular but without limitation the Owner shall immediately give notice to its insurance broker in the form set out in Schedule 2 and cause its insurance broker to give notice to the insurers of the assignment of the Insurances and shall procure that its insurance broker shall acknowledge such notice to the Mortgagee in a form satisfactory to the Mortgagee (to the extent it is customary practice for such insurance broker to do so).
- 4.3 Subject to clause 9, if for any reason whatever, the Owner receives full or partial payment of any Insurances or Requisition Compensation the Owner will promptly pay the amounts so received by it (except to the extent they exceed the amount of the Secured

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Liabilities) to the Mortgagee or as the Mortgagee may direct and, until such time, the Owner shall hold the proceeds in trust for the Mortgagee, segregated from any other money held by or on behalf of the Owner.

5 Continuing security and other securities

- 5.1 The security given by this Mortgage shall be continuing and not satisfied or affected by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities, but shall secure the ultimate balance of the Secured Liabilities².
- 5.2 The security given by this Mortgage shall be in addition to and shall not be affected by or affect any other Encumbrance now or afterwards held by the Mortgagee for all or any of the Secured Liabilities or any other agreement between the Owner and the Mortgagee (with or without other parties).
- 5.3 All of the rights, powers and remedies vested in the Mortgagee by this Mortgage may be exercised from time to time and as often as the Mortgagee shall in its absolute discretion deem expedient and shall be cumulative and not exclusive of each other or other rights and remedies.

6 General covenants

- 6.1 The Owner covenants with the Mortgagee that throughout the Security Period it will: pay, on demand, the Secured Liabilities to the Mortgagee and pay interest on each amount comprised in the Secured Liabilities from the date it is demanded or if earlier the date it falls due until payment to the Mortgagee;
- 6.2 comply at all times with the terms (express or implied) of this Mortgage and the Loan Agreement;
- 6.3 not create or permit to subsist any Encumbrance on all or any part of the Security Assets except for the Permitted Encumbrances;
- 6.4 not do or permit to be done any act or thing which might jeopardise the rights and interests of the Mortgagee in the Security Assets and/or omit or permit to be omitted any act which might prevent those rights and interests from being jeopardised;
- 6.5 not pledge the credit of the Mortgagee for any purpose or in any manner whatsoever;
- 6.6 not assign, sell, transfer or otherwise dispose of or abandon all or any part of the Security Assets; and
- 6.7 not do, and will use all endeavours to prevent, any act which could result in the Aircraft being arrested, confiscated, seized or impounded.

7.1 Insurances



- 7.1 Throughout the Security Period the Owner will at its own expense maintain in full force and effect insurance of the Aircraft with insurers approved in writing by the Mortgagee and covering the respective interests of the Owner and the Mortgagee against all risks including loss of or damage to the Aircraft and any liability for injury or damage caused by or arising out of or in connection with the operation, storage, maintenance or use of the Aircraft (including injury to and death of passengers and damage to and destruction of property) and without prejudice to the generality of the above the Owner shall maintain:
- 7.1.1 all risks hull insurance on the Aircraft whilst flying and on the ground for an agreed value not less than the Required Insurance Value (to include insurance on the Engines whilst removed from the Aircraft in an amount not less than their replacement cost);
 - 7.1.2 war and allied risks insurance on the Aircraft covering all those risks enumerated in Lloyd's form AVN 48B (other than paragraph (b)) in accordance with Lloyd's form LSW 555D or any successor wording for an agreed value not less than the Required Insurance Value (to include insurance on the Engines whilst removed from the Aircraft in an amount not less than their replacement cost); and
 - 7.1.3 aircraft third party, passenger, baggage, cargo, mail and general third party (including products) legal liability insurance in respect of the Aircraft to a combined single limit of not less than the requirements of the Aviation Authority or Council Regulation (EC) 785/2004 (whichever is greater) to include war and allied risks in accordance with extended coverage endorsement AVN 52E (or any successor wording as required by the Mortgagee) in the same amount.
- 7.2 The Owner shall procure that each of the Insurances provides that:
- 7.2.1 the Mortgagee (and in the case of the liability insurance, together with its employees and directors) is included as an additional named insured and the Mortgagee's interest as assignee of the Insurance under the hull and hull war and allied risks insurance is noted;
 - 7.2.2 in the case of the liability insurance, it shall be primary without any right of contribution from any insurance which may be available to the Mortgagee and that each of its provisions, except the limits of liability, takes effect as if there were a separate policy covering each of the parties insured by it;
 - 7.2.3 all payments to be made by the insurers (except in respect of the liability insurances, or as provided by clause 9, or to the extent such payments ex-



- ceed the amount of the Secured Liabilities) shall be made in pounds sterling direct to the Mortgagee as sole loss payee;
- 7.2.4 the cover afforded to the Mortgagee by the policy shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person or party which results in a breach of any term, condition or warranty of the policy provided that the Mortgagee has not caused contributed to or knowingly condoned the said act or omission;
- 7.2.5 each of the all risks insurers on the one hand and the war risks insurers on the other hand agree to a 50/50 claim funding arrangement in the event of any dispute as to which insurance is applicable as reflected in the current wording of AVS 103;
- 7.2.6 the insurers shall waive their rights of subrogation against the Mortgagee and its directors and employees;
- 7.2.7 the Mortgagee shall have no responsibility for premium and insurers shall waive any right of set-off or counterclaim against the Mortgagee except in respect of outstanding premium in respect of the Aircraft;
- 7.2.8 the Insurance may not be cancelled or materially changed so as in any way to affect adversely the Mortgagee until the expiry of 30 days (or 7 days or such lesser period customarily available in the case of the war and allied risks insurance) from the giving of notice by insurers of such proposed cancellation or change; and
- 7.2.9 there is an airline finance/lease contract endorsement in the form of AVN 67B (as from time to time amended, varied or supplemented and approved by the Mortgagee)*.
- 7.3 The Owner warrants that all information given by it or on its behalf to insurers in connection with the Insurances is and will from time to time be true and complete in all material respects.
- 7.4 If the Insurances are not maintained in full force and effect, or if the Mortgagee reasonably considers that any change in circumstances has occurred or may occur which may materially affect the Insurances, the Mortgagee may require the Aircraft to remain at, or proceed to and remain at, any airport reasonably nominated by the Mortgagee until the Mortgagee is reasonably satisfied that the Insurances are, and are likely to remain, in full force and effect.
- 7.5 The Owner shall bear any part of any loss or liability which is to be borne by the insured under the Insurances notwithstanding that such policy might have been taken in joint names or that the Mortgagee and its employees and directors are included as additional insured.



- 7.6 The Mortgagee may from time to time stipulate other requirements for the Insurances so that the scope and level of cover is maintained in line with best industry practice and the interests of the Mortgagee, the Owner and such other parties as the Mortgagee may reasonably require continue to be fully protected.

8

Insurance covenants

- Throughout the Security Period the Owner will:
- 8.1 not without the prior consent of the Mortgagee alter any of the Insurances or do or permit any act or omission which would or might render any of the Insurances invalid, void, voidable or unenforceable or render any sum paid out under them repayable in whole or in part;
- 8.2 not cause or permit the Aircraft to be operated in any manner or place or for any purpose not permitted by, outside the cover provided by or inconsistent with the Insurances;
- 8.3 provide to the Mortgagee copies of all communications to or from the insurers;
- 8.4 duly pay all premiums, calls, contributions or other sums of money from time to time payable in respect of the Insurances;
- 8.5 commence renewal negotiations for each of the Insurances not less than 30 days prior to the expiration date and not less than 10 business days before the expiration date give a status report to the Mortgagee and prior to the expiration date confirm to the Mortgagee in writing that such insurance has been renewed and within 7 days of the renewal date furnish the renewal certificate of insurance to the Mortgagee;
- 8.6 immediately upon the effecting of any of the Insurances, give written notice of it to the Mortgagee stating the full particulars of it, and on request produce the receipts for each sum paid by it pursuant to clause 8.4;
- 8.7 inform the Mortgagee about any claims or events giving rise to claims immediately in reasonable detail;
- 8.8 whenever the Owner receives payment of any money assigned by this Mortgage, save as provided in this Mortgage, immediately pay over such money to the Mortgagee and until such time hold such money in trust for the Mortgagee;
- 8.9 comply with all requirements from time to time regarding insurance in connection with the Aircraft imposed by the state of registration of the Aircraft and any state to, from or over which it is flown;
- 8.10 disclose this Agreement to insurers and upon request shall provide the Mortgagee with copies of each policy for the Insurances and receipt for premiums for them upon reasonable request and shall provide information about the progress of renewals;

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- 8.11 if a Total Loss occurs, pay the Required Insurance Value to the Mortgagee by no later than 45 days after the Total Loss Date.

9 Application of insurance proceeds

- All sums receivable in respect of the insurances after the security created by this Mortgage becomes enforceable and all sums receivable in respect of a Total Loss, except sums in respect of third party liability claims, shall be paid to the Mortgagee and the Mortgagee may in its discretion apply them towards the loss or damage concerned or as permitted by law or as specified in clause 16. Provided that:
- 9.1 each sum receivable otherwise than under the liability insurance which does not exceed \$20,000 (Twenty Thousand US Dollars) shall be paid in full to the Owner or its order and shall be applied by it for the purpose of making good the loss and fully repairing all damage in respect of which the money shall have been received; and
- 9.2 each sum receivable in respect of the liability insurance shall be paid direct to the person to whom the liability to which such sum relates was incurred, or to the Owner or the Mortgagee as the case may be in reimbursement to it of money expended in satisfaction of such liability.

10 Covenants concerning the Aircraft

- Throughout the Security Period the Owner will at its own cost:
- 10.1 maintain the registration of the Aircraft on the civil aircraft register of the jurisdiction in which the Aviation Authority is located in the name of the Owner as owner and ensure that nothing is done or omitted by which such registration is imperilled;
- 10.2 obtain and maintain in full force and effect all certificates, licences, permits and authorisations necessary or desirable in connection with the use and operation of the Aircraft including in particular (without limitation) an unrestricted certificate of airworthiness for the proposed purpose of the operation of the Aircraft and all applicable certificates of maintenance;
- 10.3 procure that the Aircraft is serviced, repaired and maintained in a fully airworthy condition so as not to diminish its value and in accordance with the manufacturer's maintenance programme and all appropriate laws, rules, regulations, orders, mandatory modifications and alert service bulletins and other legal requirements of the Aviation Authority;
- 10.4 ensure that no Engine or Equipment is removed except in the ordinary course of maintenance or repair and that any Engine or Equipment so removed is properly and safely stored and as soon as possible reinstalled or replaced by another engine or other equipment, as the case may be, of substantially the same kind, value and utility in good operating condition and beneficially owned by the Owner free from Encumbrances (other than Permitted Encumbrances);



- 10.5 ensure that the Aircraft complies with and is operated in accordance with the Manuals and Technical Records and all applicable laws and regulations, including, without limitation, in accordance with all Environmental Laws and all EASA requirements, rules and regulations;
- 10.6 not cause or permit to be made any change in or to the Aircraft except as required by the Aviation Authority, the Aircraft manufacturer or this Mortgage;
- 10.7 ensure that the Aircraft is based in and operated from the United Kingdom, is not located outside England for a period of more than 10 consecutive days except with the prior written permission of the Mortgagee and does not fly to, from or over any country in or over which its safety might be imperilled;
- 10.8 ensure that the Aircraft is, at all times when not being operated, properly and safely hangared and sheltered where this is reasonably possible;
- 10.9 punctually pay all costs, expenses, duties, charges, levies, fees, fines, penalties, rent, rates, Taxes, assessments and other expenditure payable in respect of the Aircraft, its use or operation (including in particular without limitation any which give or may give rise to any Encumbrance or claim enforceable against the Aircraft) and on demand produce to the Mortgagee the receipts for all such payments;
- 10.10 ensure that the Aircraft is not operated in any manner or place or for any purpose which would or might render it liable to confiscation, forfeiture, seizure, destruction or condemnation;
- 10.11 maintain accurate, complete and current records, logs and other documents regarding the Aircraft as required by the Aviation Authority and all applicable laws and regulations;
- 10.12 affix and keep uncovered a fireproof nameplate in a prominent position on the flightdeck of the Aircraft and on each Engine in accordance with the text set out in Schedule 3 and keep affixed on the front of each of the Manuals and Technical Records a notice in accordance with such text;
- 10.13 do all such acts and things as may be necessary or reasonably required by the Mortgagee to perfect recognition of the Mortgagee's interest in the Aircraft as provided by the Geneva Convention 1948 on the International Recognition of Rights in Aircraft;
- 10.14 if the provisions of the Cape Town Convention are applicable, or become applicable at any time during the Security Period, in the state of registration of the Aircraft or the state in which the Owner (or any permitted sub-lessee or operator of the Aircraft if applicable) is situated or incorporated or has its registered office or centre of administration, the Owner shall:
- 10.14.1 at the Mortgagee's request perform such acts and execute and deliver such agreements and instruments (including but not limited to any subordination),



including entering into any amendments to this Mortgage, as may be determined by the Mortgagee to be necessary or desirable to:

(a) protect, enhance or perfect the Mortgagee's interest in the Aircraft or any Engine, this Mortgage and any other agreement between the Mortgagee and the Owner (or any third party) under the Cape Town Convention; and

(b) allow the Mortgagee to enforce any agreements between the parties hereto under the Cape Town Convention;

10.14.2 provide all assistance and cooperation to the Mortgagee as may be necessary to enable the Mortgagee to procure the filing with, and/or registration in the international register(s) maintained by, the International Registry of the Cape Town Convention of any agreement between the parties hereto, including this Mortgage, including making any filing or registration through the 'designated entry point' (as defined in the Cape Town Convention) in the state of registration of the Aircraft;

10.14.3 not permit without the prior written consent of the Mortgagee any person, other than the Mortgagee, to make any international registry filings (including prospective filings) under the Cape Town Convention in relation to the Aircraft and any Engine and any agreement between the parties hereto, including this Mortgage;

10.14.4 exclude in writing the application of any provision of the Cape Town Convention that the Mortgagee may deem desirable in connection with clauses 10.14.1–10.14.3 (if permitted by any applicable law); and

10.14.5 be responsible for all costs and expenses associated with the requirements of this clause 10.14;

10.15 not represent or hold out the Mortgagee as carrying goods or passengers or being in any way associated or connected with the operation of the Aircraft and shall ensure that the relevant authorities are notified that the Owner is the operator of the Aircraft whenever applicable in connection with Environmental Laws; and

10.16 ensure that no parts are installed in the Aircraft or in any Engine unless they are original equipment manufacturer parts ('OEM' parts).

Throughout the Security Period the Owner will not without the Mortgagee's prior written consent lease, hire or otherwise part with possession or operational control of the Aircraft except:



- 11.1 for the purposes of maintenance or repair, provided that if the cost of it is likely to exceed £3,000 (or equivalent), the Owner will first have obtained an undertaking from the person taking possession not to exercise any lien on the Aircraft⁶; or
- 11.2 by way of wet lease (ie an agreement under which the Owner retains operational control of the Aircraft at all times).

12 Notification information and access

- Throughout the Security Period the Owner will:
- 12.1 immediately notify the Mortgagee (by email or fax) of any distress on the Aircraft or its arrest, capture, detention, seizure, condemnation, compulsory acquisition or requisition or if any such action is threatened;
- 12.2 immediately notify the Mortgagee (by email or fax) of the occurrence of any accident or other event which has resulted in or may result in a Total Loss or in damage likely to cost in excess of £1,000 to repair;
- 12.3 immediately notify the Mortgagee (by email or fax) of the occurrence or impending or likely occurrence of any event referred to in clause 13;
- 12.4 immediately notify the Mortgagee (by email or fax) of any change in the address at which the Aircraft is ordinarily kept and of any address where it may temporarily be kept;
- 12.5 give the Mortgagee upon request copies of all material documents and all reasonable information regarding the Aircraft (including without limitation regarding its location, operation, use, insurance, maintenance and condition);
- 12.6 permit the Mortgagee and/or its agents and representatives reasonable access to the Aircraft and all Manuals and Technical Records for the purpose of inspection or survey and ensure that they are all afforded all reasonable facilities;
- 12.7 provide the Mortgagee at not less than 6-monthly intervals and whenever reasonably requested by the Mortgagee with a status report on the Aircraft and Engines indicating:
- 12.7.1 the serial numbers of the Engines then installed on the Aircraft,
- 12.7.2 the serial numbers, condition and whereabouts of any Engine not then installed on the Aircraft, and
- 12.7.3 the hours available on the airframe and Engines until next overhaul; and
- 12.8 give the Mortgagee prior written notice if the Aircraft is to be operated in or within the United States of America or Canada and prior to the commencement of such operation ensure that the third party insurance liability figure is increased to such an amount as the Mortgagee may reasonably require.

13 Enforceability of security¹¹



- For the purposes of the Law of Property Act 1925 Section 101, the Secured Liabilities shall be deemed to have become due for discharge and payment on the day following the execution of this Mortgage and the Mortgagee may immediately without notice, enforce the security created by this Mortgage if (whether or not caused by any reason whatever outside the control of the Owner or any other person):
- 13.1 the Owner fails to pay on the due date any amount payable by it under this Mortgage or the Loan Agreement;
 - 13.2 any representation or warranty in any document or otherwise given or made to the Mortgagee in connection with this Mortgage is or becomes untrue in any respect;
 - 13.3 the Owner fails to comply with any other provision of this Mortgage or of any other agreement from time to time subsisting between the Owner and the Mortgagee (with or without other parties);
 - 13.4 any other indebtedness of the Owner in excess of \$20,000 (Twenty Thousand US Dollars) becomes due and payable prior to the stated due date or the person to whom such indebtedness is owed becomes entitled to declare any such indebtedness due and payable prior to such due date, or any event of default in respect of it occurs, or any such indebtedness is not paid when due;
 - 13.5 the Owner becomes or is deemed unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123, or becomes unable to pay its debts as they fall due, or otherwise becomes insolvent, or suspends making payment with respect to all or any of its debts or announces any intention to do so;
 - 13.6 an application or petition or notice for an administration order in relation to the Owner is presented or given or any meeting of the Owner is convened for the purpose of considering any resolution to present a notice, application or petition for such an order;
 - 13.7 a notice of appointment or a notice of intention of appointment under Schedule B1 of the Insolvency Act 1986 is issued by the Owner or by its directors or by the holder of a qualifying floating charge (as defined in the said Schedule);
 - 13.8 any steps are taken with a view to proposing (under any enactment or otherwise) any kind of composition, scheme of arrangement, compromise or arrangement involving the Owner and its creditors generally (or any class of them);
 - 13.9 any administrative or other receiver or any manager of the Owner or any of its property is appointed or the directors of the Owner request any person to appoint such a receiver or manager, or any other steps are taken to enforce any Encumbrance over any of the Owner's property or to repossess any goods in the possession of but not absolutely owned by the Owner, or any steps are taken with a view to putting in force any kind of attachment, sequestration, distress or execution against the property of the Owner;
 - 13.10 a meeting of the Owner is convened for the purpose of considering any resolution for, or to petition for, winding up, or the Owner passes such a resolution, or an order for winding up the Owner is made on the petition of any of its creditors;

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- 13.11 any steps are taken with a view to the dissolution of the Owner;
- 13.12 the Owner ceases or threatens to cease all or a substantial part of its operations or transfers or disposes of (otherwise than in the ordinary course of trading) all or a substantial part of its assets whether by one or a series of transactions, related or not;
- 13.13 any authorisation, approval, licence, insurance, registration or other requirement necessary to enable the Owner to comply with any of its obligations under this Mortgage is modified, revoked or does not remain in full force and effect;
- 13.14 the Aircraft becomes a Total Loss;
- 13.15 the Aircraft is arrested, detained, seized, condemned or becomes the subject of compulsory acquisition or requisition or any such action is threatened or the Mortgagee reasonably considers any such action is likely to be taken²²;
- 13.16 it becomes impossible or unlawful for the Owner to fulfil any of the terms of this Mortgage or for the Mortgagee to exercise any right or power given to it by this Mortgage;
- 13.17 there occurs in the opinion of the Mortgagee a material adverse change in the financial condition or control of the Owner;
- 13.18 any event occurs which is analogous to those events set out in clauses 13.5–13.11 in any other jurisdiction; or
- 13.19 any circumstances arise which might in the reasonable opinion of the Mortgagee imperil the security created by this Mortgage or the ability or willingness of the Owner to perform its obligations under this Mortgage.

14 **Enforcement of security**

- 14.1 When and at any time after the security created by this Mortgage becomes enforceable and the Mortgagee determines to enforce the same, it may without notice immediately put into force and exercise all the powers and remedies possessed by it according to law as mortgagee and chargee of the Security Assets as and when it may see fit (so that the Law of Property Act 1925 Sections 93 and 103²³ shall not apply to this security) and in particular (without limitation) the Mortgagee may at the Owner's expense:
 - 14.1.1 take possession of the Aircraft and for this purpose enter into any premises belonging to or in the occupation or under the control of the Owner where the Aircraft may be located²⁴;
 - 14.1.2 recover and collect all Insurances, and Requisition Compensation;
 - 14.1.3 take over or institute all such proceedings in connection with all or any of the Security Assets as the Mortgagee in its absolute discretion thinks fit and discharge, compound, release or compromise any of the Security Assets or claims in respect of them including without limitation claims which have giv-



- en or may give rise to any charge or lien on or arrest of the Aircraft or which are or may be enforceable by proceedings against the Aircraft;
- 14.1.4 sell all or any part of the Security Assets (either with or without taking possession and with or without the benefit of any lease, charter or other contract) by public auction or private contract, at such place and upon such terms as the Mortgagee in its absolute discretion may determine with power to postpone any such sale and without being answerable for any loss occasioned by such sale or resulting from the postponement of it²²;
- 14.1.5 repair and maintain and keep in repair the Aircraft;
- 14.1.6 insure the Aircraft upon such terms as the Mortgagee may in its absolute discretion determine;
- 14.1.7 manage, lease, charter, operate or otherwise use the Aircraft in such manner and for such period as the Mortgagee deems necessary and generally do all such things as an owner of the Aircraft could do in relation to it, accounting only for the net proceeds (if any) of such use; and
- 14.1.8 set off any money comprised in the Security Assets against any of the Secured Liabilities.
- 14.2 If the provisions of the Cape Town Convention are effective, or given effect at any time during the Security Period, in the state of registration of the Aircraft or the state in which the Owner (or any permitted sub-lessee or operator of the Aircraft if applicable) is situated or incorporated or has its registered office or centre of administration, the Mortgagee and the Owner acknowledge and agree that:
- 14.2.1 each of the events referred to in clause 13 shall be deemed to be an event that constitutes a 'default' as such term is used in the Cape Town Convention and the Owner acknowledges to the extent permitted by law that any of the remedies granted herein following an event of default are not manifestly unreasonable;
- 14.2.2 upon the occurrence of any of the events referred to in clause 13:
- (a) the Mortgagee will be afforded all rights and remedies specified in the Cape Town Convention as a result of any such event referred to in clause 13; and
- (b) all the rights of the Mortgagee set out in this clause 14 will be construed to be 'additional remedies' as permitted by the Cape Town Convention which may be exercised by the Mortgagee pursuant to this Mortgage subject to the requirements of any applicable law; and



14.2.3 upon the occurrence of any of the events referred to in clause 13, the Mortgagee may take all steps as are contemplated by the Cape Town Convention as the result of any such event to the extent permitted by law without notice to the Owner or court order, deregister the Aircraft in the state of registration, export the Aircraft from the state of registration and, if applicable, discharge the International Interest in respect of the Aircraft and any Engine, any agreement between the parties, including this Mortgage, from the international register(s) of the Cape Town Convention.

15 **Receiver**

- 15.1 At any time after the security created by this Mortgage shall have become enforceable the Mortgagee shall be entitled (but not bound) to appoint in writing a Receiver of all or any part of the Security Assets (with power to authorise any joint receiver and/or manager to exercise any power independently of any joint receiver/manager) and remove any Receiver so appointed and appoint another in his place.
- 15.2 The Receiver may exercise all or any of the rights, powers and discretions of the Mortgagee given to it by this Mortgage.
- 15.3 The Receiver shall have all the powers conferred by the Law of Property Act 1925, but without the restrictions contained in Sections 93 and 103 of that Act.
- 15.4 Any Receiver shall be entitled to remuneration appropriate to his work and shall be entitled to charge in accordance with the normal practice of his firm without being limited to the maximum rate specified in the Law of Property Act 1925 Section 109(6)²⁸.
- 15.5 The Mortgagee shall not be responsible for misconduct or negligence on the part of the Receiver.
- 15.6 The Receiver shall be the agent of the Owner and the Owner shall be responsible for his acts, defaults and remuneration and liable on any contracts made by him.

16 **Application of proceeds**

- . All money received by the Mortgagee or any Receiver in respect of the Security Assets shall be applied in or towards payment of the Secured Liabilities in the following order (but without prejudice to the right of the Mortgagee to recover any shortfall from the Owner):
- 16.1 in or towards payment of all costs and expenses whatever incurred or to be incurred by the Mortgagee or the Receiver in connection with such enforcement including (without limitation) all costs of recovery, maintenance, repair, insurance, storage, sale or other dealing;



- 16.2 In or towards payment to the Mortgagee, in such order as the Mortgagee may in its sole discretion decide, of all amounts which are or may become owing by the Owner to the Mortgagee under this Mortgage; and
- 16.3 after all amounts payable or which may become payable under this Mortgage have been paid in full and this Mortgage has been discharged, in or towards payment of money owing, if any, to the Owner or other persons entitled to it.

17 Power of attorney

The Owner irrevocably appoints and constitutes the Mortgagee and any Receiver jointly and severally, with full power to delegate, as its true and lawful attorney (which appointment is coupled with a security interest) with full power (in the name of the Owner or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all money and claims for money due or to become due to endorse any cheque or other instrument or orders in connection with it to execute any document to do any act or thing and to file any claims or take any action or institute any proceedings which the Mortgagee or any Receiver may deem to be necessary or advisable and otherwise to do any and all things which the Owner itself could do in relation to the Security Assets or in connection with the matters provided for in this Mortgage and the Owner undertakes to ratify all such acts of the Mortgagee and or any Receiver. In addition, for the purposes of the Cape Town Convention, the Owner hereby agrees to execute and deliver to the Mortgagee the IDERA and shall not issue and shall procure that no third party shall issue an IDERA or similar instrument with respect to the Aircraft or any Engine to any person other than to the Mortgagee.

18 Protection of third parties

- 18.1 No purchaser or other person dealing with the Mortgagee or any Receiver or with its or his attorneys or agents shall be concerned to enquire whether the power exercised or purported to be exercised by it or him has become exercisable or whether any money remains due on the security created by this Mortgage or otherwise as to the propriety or regularity of any of his, its or their actions or as to the application of any money paid to him it or them.
- 18.2 All the protections afforded to purchasers by the Law of Property Act 1925 Sections 104 and 107 and by the Insolvency Act 1986 Section 42(3) shall apply to any such person dealing with the Mortgagee or Receiver²⁷.

19 Powers of Mortgagee

- 19.1 The Mortgagee shall be entitled (but not bound) to take any such action as it may in its discretion think fit at the Owner's expense for the purpose of protecting the security created by this Mortgage and in particular (without limitation) may effect and maintain



insurances, arrange for the carrying out of repairs to and/or surveys of the Aircraft and discharge obligations and liabilities in connection with the Aircraft.

19.2 The Mortgagee may at any time or times delegate to any person all or any of its rights, powers and discretions under this Mortgage and/or employ agents, managers, employees, advisers and others on such terms as the Mortgagee sees fit for any of the purposes set out in this Mortgage.

19.3 Every power and remedy given to the Mortgagee under this Mortgage shall be cumulative and not alternative and in addition to and not exclusive of any other power or remedy given to the Mortgagee either by this Mortgage or by law and all such powers and remedies may be exercised whenever and as often as the Mortgagee may deem expedient.

20 Further assurance

The Owner shall at its own expense from time to time execute all such deeds and documents and do all such acts and things as the Mortgagee may reasonably require for the purpose of protecting or perfecting the security intended to be created by this Mortgage.

21 Indemnity and liability

21.1 the owner will indemnify and keep indemnified the mortgagee and every receiver or agent appointed pursuant to this mortgage in respect of (but not limited to) all actions, claims, demands, proceedings, costs, expenses, fines, penalties, taxes, losses and liabilities whatever incurred by it, him or them in good faith in the execution or purported execution of any rights powers or discretions given to it him or them by this mortgage or arising in any manner whatever out of the management, control, use or operation of the aircraft or out of non-compliance by the owner with any of its obligations under this mortgage.

21.2 the mortgagee shall not be liable in any manner whatever for any losses or damage whatever arising in connection with the exercise or purported exercise of any of its rights, powers and discretions in good faith under this mortgage and in particular without limitation the mortgagee and any receiver in possession shall not be liable to account as mortgagee in possession or for anything except actual receipts.

21.3 nothing in this clause shall exclude the liability of the mortgagee or any receiver for its own fraud.

21.4 the owner confirms that it is fully aware of the provisions of this clause 21 and has negotiated and taken legal advice on this clause 21 and on the other terms of this mortgage and considers such terms to be fair and reasonable.

22 Mortgagee's right of retention and set-off



- 22.1 The Owner agrees that the Mortgagee may at any time without notice:
- 22.1.1 retain any sums that would otherwise be payable to the Owner to cover any liabilities of the Owner to the Mortgagee on any other account; and
 - 22.1.2 combine or consolidate all or any of its then existing accounts, including accounts in the name of the Mortgagee or of the Owner jointly with others and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any money, obligations or liabilities of the Owner to the Mortgagee.
- 22.2 Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Mortgagee (as conclusively determined by the Mortgagee) for purchasing the currency for which the Owner is liable with the existing currency so converted.
- 22.3 For the purpose of this clause accounts includes all forms of account, wherever situated, whether current, deposit, loan or of any other nature whatever, whether subject to notice or not and whether in sterling or in any other currency and liabilities includes all forms of liability, whether present, future, actual, contingent, primary, collateral, several, joint or joint and several.

23 **Currency**

- 23.1 Sterling is the sole currency of account and for payment of all sums to be paid under or in connection with this Mortgage by the Owner to the Mortgagee including damages and all such sums shall be paid in sterling in immediately available funds during normal banking hours in the place where payment is to be received on the day in question to the account of the Mortgagee at Coutts Bank or such other account or bank in the United Kingdom as has been notified to the Owner for that purpose.
- 23.2 Any amount received or recovered in a currency other than sterling (whether as a result of any payment by the Owner or of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the dissolution or insolvency of the Owner or otherwise) by the Mortgagee in respect of any sum expressed to be due or payable to it from the Owner under this Mortgage shall only constitute a discharge to the Owner to the extent of the sterling amount which the Mortgagee is able, in accordance with its usual practice, to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).
- 23.3 If that amount is less than the sterling amount expressed to be due or payable to the Mortgagee under this Mortgage the Owner shall indemnify it on demand against any loss sustained by it as a result and in any event the Owner shall indemnify the Mortga-



gee against the cost of making any such purchase (including premiums and commissions).

- 23.4 These indemnities constitute a separate and independent obligation from the other obligations in this Mortgage, give rise to a separate and independent cause of action, apply irrespective of any indulgence granted by the Mortgagee and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Mortgage or any judgment or order and no proof or evidence of any actual loss may be required

24 Costs and interest

- 24.1 The Owner shall pay to the Mortgagee or to its order on demand all costs and expenses whatever (including, without limitation, legal costs, registration fees, VAT and stamp duties) incurred by the Mortgagee in connection with the negotiation, preparation, completion, registration and perfection of this Mortgage and the maintenance, protection and enforcement of the security created by or intended to be created by or pursuant to this Mortgage or any of the Mortgagee's rights whatever under this Mortgage.
- 24.2 All amounts due from the Owner to the Mortgagee under this Mortgage including, but not limited to, such costs and expenses in clause 24.1 shall bear interest at the rate of 3% above the Bank of England base rate for the time being from the date on which they were incurred by the Mortgagee calculated from day to day.

25 General

- 25.1 This Mortgage constitutes the entire agreement between the parties in relation to its subject matter and no addition to or variation of it shall have any effect unless in writing and signed by the Mortgagee and the Owner.
- 25.2 Any part of this Mortgage found by any court or other competent authority to be unenforceable shall be considered severable so as not in any way to affect the remainder of this Mortgage.
- 25.3 No delay in exercising or omission by the Mortgagee to exercise any right or power given to it by this Mortgage shall impair such right or power or be construed as a waiver of or as an acquiescence in any default by the Owner and in the event of the Mortgagee on any occasion agreeing to waive any such right or power such waiver shall not in any way prejudice or affect the right of the Mortgagee afterwards to act strictly in accordance with the powers given to it by this Mortgage.
- 25.4 A certificate of the Mortgagee as to the amount at any time due from the Owner under this Mortgage or the amount which, but for any of the obligations of the Owner under



this Mortgage being or becoming void, voidable, unenforceable or ineffective at any time would have been due from the Owner under this Mortgage shall, in the absence of manifest error, be conclusive.

25.5 The Owner may not assign, transfer, delegate or otherwise deal with any of its rights or obligations under this Mortgage. The Mortgagee may, without notice, assign all or part of its rights or benefits or transfer or delegate all or any part of its rights or obligations under this MortgageSM. Where appropriate, the Owner shall enter into all documents specified by the Mortgagee to be necessary to give effect to any such transfer, assignment or delegation.

25.6 The parties to this Mortgage do not intend by this Mortgage to confer any rights whatsoever on any other person. Accordingly, the parties hereby expressly exclude the provisions of the Contracts (Rights of Third Parties) Act 1999 (or any re-enactment of it).

26 Notices

. All notices and other communications under this Mortgage (unless otherwise expressly contemplated in this Mortgage) shall be in writing and either delivered by hand or sent by email, fax or first class post (airmail if overseas) in each case to the address of the intended recipient as follows (set out the relevant addresses, email or fax numbers) (or any other address, email or fax number notified by it from time to time for such purposes) and shall be considered served and received:

26.1 in the case of delivery by hand, upon delivery or upon refusal on presentation;

26.2 in the case of email, upon sending provided no message is received by the sender indicating that such message has not been received by or delivered to the intended recipient;

26.3 in the case of fax, upon sending provided the addressee does not within 24 hours notify the sender that it has been transmitted illegibly or incorrectly; and

26.4 in the case of first class post, 48 hours after posting.

27 Law and jurisdiction

27.1 This Mortgage and all non-contractual matters associated with, arising out of or connected with it shall be governed by and construed in accordance with English law.

27.2 The parties agree that the English courts have exclusive jurisdiction to adjudicate any dispute which arises in connection with this Mortgage and all non-contractual matters associated with, arising out of or connected with it save that, as such agreement conferring jurisdiction is for the benefit of the Mortgagee only, the Mortgagee shall retain



the right to bring proceedings against the Owner or in respect of the Security Assets and/or the Secured Liabilities in any other court which has jurisdiction.

27.3 To the extent that the Owner may be entitled in any jurisdiction to claim for itself or its assets immunity from service of process, jurisdiction, suit, judgment, execution, attachment (whether before judgment, in aid of execution, or otherwise) or legal process in respect of its obligations under this Mortgage, or to the extent that, in any such jurisdiction, such immunity (whether or not claimed) may be attributed to it or its assets, the Owner hereby irrevocably agrees not to claim, and hereby irrevocably waives, such immunity to the fullest extent permitted by the laws of such jurisdiction with the intent, inter alia, that such waiver of immunity shall have irrevocable effect for the purpose of the State Immunity Act 1978 in any proceedings to which such Act is applicable.

28 Delivery²⁸

The parties have executed this Mortgage as a deed on the condition that it shall not be created, for the purposes of the Companies Act 2006 Section 860, nor delivered, for the purposes of Section 46 of that Act, until it is dated by or on behalf of the parties.

EXECUTED AS A DEED by the parties etc²⁸

Schedule 1

The Aircraft

Registration mark:

M-ADDS

Manufacturer:

Hawker 800A

Type/model:

800A

Serial number:

258153

Engines

One

Two

Manufacturer:

[specify]

[specify]

Type/Model:

TFE731-5R-1H

TFE731-5R-1H

Serial number:

P91411/307600-2

P91407/307600-2

TSN:

[specify]

[specify]

TSO:

[specify]

[specify]

Auxiliary Power Unit (APU):

Honeywell T-62T-40C8D1 APU with manufacturer's serial number 897629/165101-200

Documentation:

all documents and records relating to and/or required to be maintained with respect to the Aircraft, including, without limitation, all Airframe, Engines, Auxiliary Power Unit (APU) and accessory log-books, manuals, weight and balance manuals, tags, technical records, traceability records, information, overhaul records, maintenance records, wiring diagrams, drawings, data, completion manuals, interior burn certifications and any and all other records related to the Aircraft

Schedule 2

Notice of Assignment



on

We Jets (Bournemouth) Limited the Owner of the Hawker 800A aircraft, registration mark M-ADDS give notice that by a mortgage dated the day of 2021 and made by us in favour of Andrew Rose there has been assigned by us to the said Andrew Rose as first priority mortgagee and assignee of the said Aircraft the benefits of the hull all risks and hull war risks policies and all the Owner's rights, title and interest in and to the benefits of all insurances and entries effected and to be effected in respect of the Aircraft, including the benefits of the insurances constituted by the policies or entry on which this notice is endorsed.

Dated the day of 2021

[signature of owner]

Schedule 3

Nameplate Inscription

1 **On the airframe**

'This aircraft its engines and accessories are owned by Jets (Bournemouth) Limited and subject to a mortgage in favour of Andrew Rose. "No person or body is authorised to create or allow to be created any lien on the aircraft its engines or accessories apart from Andrew Rose'

2 **On the engines**

'This engine with accessories is owned by Jets (Bournemouth) Limited and subject to a mortgage in favour of Andrew Rose. "No person or body is authorised to create or allow to be created any lien on this engine apart from Andrew Rose'

3 **On the manuals and technical records**

'These manuals and technical records are owned by Jets (Bournemouth) Limited and subject to a mortgage in favour of Andrew Rose. "No person or body is authorised to create or allow to be created any lien on these manuals and technical records apart from Andrew Rose'

Schedule 4

Form of Cape Town Power of Attorney

Form of Irrevocable Deregistration and Export Request Authorisation (Annex referred to in Article XIII of the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment)

[date]

To: [Isle of Man Aircraft Registry]

Re: Irrevocable Deregistration and Export Request Authorisation

The undersigned is the registered operator of the Hawker 800A aircraft bearing manufacturer's serial number 258153 and Isle of Man registration mark M-ADDS (together with all installed, incorporated or attached accessories, parts and equipment, the Aircraft).

This instrument is an irrevocable deregistration and export request authorisation issued by the undersigned in favour of Andrew Rose as mortgagee (the **Authorised Party**) under the authority of Article XIII of the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment. In accordance with that Article, the undersigned hereby requests:

- 1 recognition that the Authorised Party or the person it certifies as its designee is the sole person entitled to:



- 1.1 procure the deregistration of the Aircraft from the registry of aircraft maintained by the Isle of Man Aircraft Registry for the purposes of Chapter III of the Convention on International Civil Aviation, signed at Chicago, on 7 December 1944, and
- 1.2 procure the export and physical transfer of the aircraft from England; and
- 2 confirmation that the Authorised Party or the person it certifies as its designee may take the action specified in paragraph 1 above on written demand without the consent of the undersigned and that, upon such demand, the authorities in [name of country] shall cooperate with the Authorised Party with a view to the speedy completion of such action.

The rights in favour of the Authorised Party established by this instrument may not be revoked by the undersigned without the written consent of the Authorised Party, or such person that the Authorised Party certifies as its designee.

Please acknowledge your agreement to this request and its terms by the appropriate notation in the space provided below and lodge this instrument in the aircraft registry maintained by [name of registry].

[owner]

l.o.m.

By: [signature] 

Title: [title of signatory] Director

Date: [date] 13/9/21

Agreed to and lodged on the date specified below.

[name of registration authority]

By: [signature]

Title: [title of signatory]

Date: [date]

Owner

EXECUTED AS A DEED BY
DANIEL ROGERS
DIRECTOR
for and on behalf of
JETS (BOURNEMOUTH) LTD

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)
)
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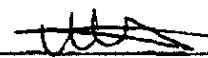
in the presence of

Signature of witness

Name of Witness

Address of Witness

Occupation of Witness:



Mary Hamwell
Technical Records Officer

JETS Bournemouth



Order Form
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