

638884/13.

In accordance with
Section 860 of the
Companies Act 2006.

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

Please return
via
CH London Counter

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland.

☐ **What this form is NOT for**
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

MONDAY



LD3

09/11/2009

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COMPANIES HOUSE

1 Company details
Company number 0 0 2 4 2 2 4 6

Company name in full Serco Limited (the **Assignor**)

12
→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation ^d2 ^d0 ^m1 ^m0 ^y2 ^y0 ^y0 ^y9

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description An Assignment of Maintenance Programmes relating to one (1) King Air B200GT aircraft with
MSN BY-90 entered into by the Assignor and Lloyds TSB Leasing (No. 6) Limited (the
Assignee) on 20 October 2009 (the **Assignment**).

4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured The actual, contingent, present and/or future obligations and
liabilities of the Assignor to the Assignee under or pursuant to the
Relevant Documents and the actual, contingent, present and/or
future obligations and liabilities of the Assignor arising under or
pursuant to the Assignment (the **Secured Obligations**).

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

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

Name Lloyds TSB Leasing (No. 6) Limited

Address 25 Gresham Street

London

Postcode E C 2 V 7 H N

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

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

Short particulars

See the MG01 Continuation Sheet attached.

The Assignor assigned and agreed to assign with full title guarantee absolutely to the Assignee as a continuing security for the discharge on demand of the Secured Obligations, all the Assignor's right, title, benefit and interest in and to the Assigned Contracts including, without limitation, all sums payable thereunder.

The security constituted by or pursuant to the Assignment shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Assignee may at any time hold in respect of any of the Secured Obligations and it was declared that no prior security held by the Assignee over the Charged Property or any part thereof shall merge in the security created thereby or pursuant thereto; and shall remain in full force and effect as a continuing security until discharged by the Assignee PROVIDED THAT any such discharge shall be conditional upon no security, disposition or payment to the Assignee by the Assignor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatsoever and if such condition shall not be fulfilled, the Assignee shall be entitled to enforce the Assignment subsequently as if such discharge had not occurred and any such payment not been made.

Negative Pledge

The Assignor covenanted that without the prior written consent of the Assignee it shall not nor shall it agree or purport to create or permit to subsist any Security Interest over any Assigned Contract whether in any such case ranking in priority to or pari passu with or after the assignments thereby created or any other security created by the Assignment save to the extent permitted or required under the Operating Lease Agreement; or sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the ordinary course of business, any part of its undertaking or assets save as permitted under the Operating Lease Agreement.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **KZB/SD/77451.00004/8632742**

Company name **Denton Wilde Sapte LLP**

Address **One Fleet Place**

Post town **London**

County/Region **Greater London**

Postcode **E C 4 M 7 W S**

Country **England**

DX **DX 242**

Telephone **+44 (0)20 7246 7014**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

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

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

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

NIL

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here.

Signature

Signature

X

DENTON WILDE SARTRE LLP

X

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="347 369 1045 398">Please give the short particulars of the property mortgaged or charged.</p> <p data-bbox="347 427 496 456"><u>Definitions</u></p> <p data-bbox="347 488 1495 638">Aircraft means the Airframe, together with the Engines (whether or not the Engines may from time to time be installed on the Airframe), specified in schedule 1 of the Operating Lease Agreement and, where the context permits, references to the Aircraft shall include the Manuals and Technical Records and, unless otherwise provided in the Operating Lease Agreement, shall mean the Aircraft as a whole or any part of the Aircraft.</p> <p data-bbox="347 669 1495 788">Aircraft Purchase Agreement Assignment Agreement means the aircraft purchase agreement assignment agreement dated 20 October 2009 between the Lessee and the Owner whereby the Lessee assigned to the Owner (inter alia) its right to take title to the Aircraft and to be named as "Buyer" on the bill of sale.</p> <p data-bbox="347 819 1495 1064">Airframe means the airframe with manufacturer's serial number BY-90 and the UK registration mark G-RAFU title to which will pass to the Owner pursuant to the Aircraft Purchase Agreement Assignment Agreement (excluding the Engines or the engines from time to time installed on the airframe) and all Parts installed on the airframe at the Delivery Date, or installed on the Airframe after the Delivery Date, or which, having been removed therefrom, are required by the terms of the Operating Lease Agreement to remain the property of the Owner subject to the Operating Lease Agreement and all replacements, renewals and additions made to any of the foregoing in accordance with the Operating Lease Agreement.</p> <p data-bbox="347 1095 1495 1182">Assigned Contracts means the Maintenance Programmes as defined in the Operating Lease Agreement, including but not limited to a Hawker Beechcraft Support Plus Programme and a Pratt & Whitney Term Cost Plan Agreement.</p> <p data-bbox="347 1214 1495 1424">Aviation Authority means each person who shall from time to time be vested with the control or supervision of, or has jurisdiction over, the registration, airworthiness and operation of aircraft or other matters relating to civil aviation in the United Kingdom or any other jurisdiction where the Aircraft is for the time being registered and which shall also include from time to time any person who shall be vested with control and supervision of or has jurisdiction over the registration airworthiness and operation of military aircraft in the United Kingdom or any other jurisdiction where the Aircraft is for the time being registered.</p> <p data-bbox="347 1456 1495 1518">Charged Property means the property, assets and income of the Assignor assigned to the Assignee by or pursuant to the Assignment and each and every part thereof.</p> <p data-bbox="347 1550 1495 1610">Delivery means the time when the Owner obtains title to the Aircraft under the Aircraft Purchase Agreement Assignment Agreement.</p> <p data-bbox="347 1641 1054 1671">Delivery Date means the date on which Delivery occurred.</p> <p data-bbox="347 1702 1495 1762">Direct Agreement means the direct agreement by the Assignor in favour of the Owner dated 20 October 2009.</p> <p data-bbox="347 1794 557 1823">Engines means:</p> <ul style="list-style-type: none"> <li data-bbox="448 1854 1495 1942">(a) each of the two (2) Pratt & Whitney PT6A-52 engines installed on the Airframe as at the Delivery Date with the serial numbers set out in schedule 1 of the Operating Lease Agreement; or <li data-bbox="448 1973 1495 2060">(b) any other Suitable Replacement Engine substituted, in accordance with the terms of the Operating Lease Agreement (other than as a temporary replacement in accordance with the proviso to Clause 13(f) of the Operating

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Short particulars

Lease Agreement, for an engine which had immediately prior to such replacement been an Engine, together with, in each such case, all Parts from time to time belonging to, installed in or appurtenant to the relevant engine.

Lessee means the Assignor and includes the successors and permitted assignees or transferees of the Lessee.

Lessee Documents means the Operating Lease Agreement, the Aircraft Purchase Agreement Assignment Agreement, the Assignment of Insurances, the Deregistration Power of Attorney, the Manufacturer Support Agreement Assignment, the Fee Letters and all notices, consents, certificates and other documents and agreements issued or, as the case may be, to be issued pursuant to any of the foregoing.

Maintenance Programmes means a Hawker Beechcraft Support Plus Programme and a Pratt & Whitney Term Cost Plan Agreement and/or such other contracts in respect of the maintenance of the Aircraft as are necessary for compliance by the Lessee with the Technical Return Conditions and as may be approved by the Owner (which approval will not be unreasonably withheld).

Manuals and Technical Records means all records, logs, manuals, technical data and other materials and documents (whether kept or to be kept in compliance with any regulation of any Aviation Authority or otherwise) relating to the Aircraft.

Operating Lease Agreement means the operating lease agreement dated 20 October 2009 entered into between the Assignee (as owner) and the Assignor (as lessee).

Owner means the Assignee.

Part means, in relation to the Aircraft, all appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components, auxiliary power unit, and other items of equipment (other than complete Engines or engines) which are from time to time attached to the Airframe or on an Engine which having been removed therefrom remain the property of the Owner.

Relevant Documents means the Lessee Documents, the Direct Agreement and all notices, consents, certificates and other documents and agreements issued in connection with any of them.

Security Interest means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and/or retention arrangements having a similar effect).

Suitable Replacement Engine means an engine which is to be installed on the Airframe and which complies with the requirements specified in Clauses 13(d) and 13(e) of the Operating Lease Agreement.

Technical Return Condition means the conditions with which the Aircraft must comply or be deemed to comply in all material respects on redelivery as set out in paragraph 1 of schedule 7 of the Operating Lease Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 242246
CHARGE NO. 12**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF
MAINTENANCE PROGRAMMES DATED 20 OCTOBER 2009 AND
CREATED BY SERCO LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS
TSB LEASING (NO. 6) LIMITED ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 9 NOVEMBER 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER
2009**



Companies House
— for the record —



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