

MR01

Particulars of a charge



Companies House



Go online to file this information
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A fee is be payable with
Please see 'How to pay'

☒ **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**
You may not use this form to
register a charge where the
instrument. Use form MR01

THURSDAY



A21

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08/02/2018

#66

COMPANIES HOUSE

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 ☒ 0 3 2 8 3 8 5 5 ✓
Company name in full ☒ ARTHUR BRADLEY & SMITH LIMITED ✓

0 0 0 1 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 ☒ 2 4 0 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 ☒ SG EQUIPMENT FINANCE CZECH REPUBLIC S.R.O. (61061344) ✓

Name

Name

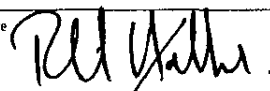
Name

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	
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.	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.
	None relevant in the UK.	
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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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. <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	Please sign the form here. Signature <input checked="" type="checkbox"/> X  AUTHORIZED SIGNATORY FOR AND ON BEHALF OF RÖD + PARTNERX LEGAL LIMITED, SOLICITORS TO THE CHARGOR. ROBERT HALLMARK 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 **ROBERT HALLMARK**

Company name **RODL & PARTNER LTD**

Address **170 EDMUND STREET**

Post town **BIRMINGHAM**

County/Region **WEST MIDLANDS**

Postcode **B 3 2 H B**

Country **UK**

DX **Tel: 0121 227 8963**

Telephone **Email: robert.hallmark@roedl.pro**



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: 3283855

Charge code: 0328 3855 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th January 2018 and created by ARTHUR, BRADLEY & SMITH LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2018.



Given at Companies House, Cardiff on 12th February 2018



Companies House



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

EXECUTION VERSION

ARTHUR BRADLEY & SMITH LIMITED
(the Chargor)

SG EQUIPMENT FINANCE CZECH REPUBLIC S.R.O.
(as Lender)

**SHARE CHARGE IN RESPECT OF THE SHARES IN
JET ONE LEGACY LIMITED**

We, William Fry, do CERTIFY THIS DOCUMENT TO BE A COMPLETE
AND TRUE COPY OF THE ORIGINAL CHARGE DOCUMENT SAVE FOR
THAT MATERIAL WHICH HAS BEEN MARKED AS REDACTED.

DATED: 05 FEBRUARY 2018

By: LAURA HOULIHAN, SOLICITOR FOR WILLIAM FRY



William Fry
Solicitors
2 Grand Canal Square
Dublin 2
D02 A342
www.williamfry.com

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018998.0007.EH/LHO

This Share Charge is made by way of deed on the 24 JANUARY 2018

BETWEEN:

ARTHUR BRADLEY & SMITH LIMITED
a limited liability company incorporated in England
with company registration number 03283855
and having its registered office at
Elscot House, Arcadia Avenue, Finchley,
London, United Kingdom, N3 2JU
(the "**Chargor**", which term includes
its successors and assigns)

- and -

SG EQUIPMENT FINANCE
CZECH REPUBLIC S.R.O.
having its registered office at
nám Junkových 2772/1,
Praha 5, 15500, Prague, Czech Republic
with registered number 61061344
incorporated in the Commercial Registrar
kept by the Municipal Court in Prague
under file number C43038
(the "**Lender**", which term includes its
successors and assigns)

RECITALS:

- A. The Chargor is the registered legal and beneficial owner of the Shares in the Company.
- B. Pursuant to the terms of the Credit Agreement the Lender made certain facilities available to the Company on the terms and subject to the conditions contained in the Credit Agreement.
- C. Pursuant to the terms of the Credit Agreement, the Chargor has agreed to enter into this Deed for the purposes of securing payment of the Secured Obligations and to replace the Existing Charge.

It is agreed as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed (including the Recitals), all terms and expressions shall, unless the context otherwise requires, have the meaning attributed to such terms and expressions in the Credit Agreement and the following terms shall have the following meanings:

"**Act**", the Land and Conveyancing Law Reform Act 2009 (as amended and supplemented from time to time);

"**Company**", Jet One Legacy Limited, a private company limited by shares incorporated in Ireland with company registration number 446478 and having its registered office at 2 Auburn Villas, Monkstown, Co. Dublin;

"Credit Agreement", the credit agreement originally dated 30 January 2009 entered into between the Lender and the Company, as amended on 1 April 2009, 14 March 2017, 14 June 2017 and by Addendum No. 4 dated 14 September 2017 (Contract No. ~~REDACTED~~) and as may be further amended, novated, supplemented, extended or restated from time to time;

"Deed", this share charge together with the recitals (which form an integral part of this Deed) as originally executed by the parties, as the same may be amended, modified or supplemented from time to time in accordance with the terms of this Deed or as rights and obligations created by this Deed may be assigned or transferred from time to time in accordance with those terms;

"Event of Default", any event specified as an event of default or an event giving rise to the early maturity of the facility made available to the Company under the Credit Agreement;

"Existing Charge", a charge of shares dated 11 June 2009 granted by the Chargor in favour of the Lender;

"Finance Documents", the Credit Agreement, this Deed and each security document entered into by the Company in favour of the Lender from time to time;

"Receiver", has the meaning given to that term in Clause 14;

"Security Interest", a mortgage, charge, pledge, hypothecation, lien or other assignment or deposit by way of security or other security interest whatsoever securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security", the security constituted or intended to be constituted by this Deed;

"Security Period", the period beginning on the date of this deed and ending on the date on which the Lender irrevocably confirms in writing that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;

"Secured Obligations", the obligation to pay all moneys and to discharge all obligations or liabilities now or hereafter due, owing or incurred by the Chargor and/or the Company to the Lender (or by a Receiver or other insolvency official in respect of a Chargor or the Company) under or pursuant to the Finance Documents, whether such moneys, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing or purchased or otherwise acquired, denominated in Euro or in any other currency, or incurred in any other manner whatsoever, together with all commission, interest, fees and all legal and other expenses arising thereon; and

"Shares", all of the issued shares in the capital of the Company as listed in Schedule 1 which are all registered in the name of the Chargor and all and any other shares, warrants and other securities of any kind (including loan capital) of the Company now or at any time in the future legally or beneficially owned by the Chargor or in which the Chargor has any interest and all rights, benefits and advantages now or at any time in the future deriving from or incidental to any of the Shares including:

- (a) all dividends, interest and other income paid or payable in relation to any Shares; and
- (b) all shares, securities, rights, monies or other property accruing, offered or issued at any time by way of redemption, conversion, exchange, substitution, preference, option or otherwise in respect of any Shares (including but not limited to proceeds of sale).

1.2 Interpretation

1.2.1 In this Deed, unless the contrary intention appears, a reference to:

- (a) an amendment, includes a supplement, amendment, novation, restatement or re-enactment and amended is to be construed accordingly;
- (b) company, includes a corporation or a body corporate;
- (c) a provision or matter including or which includes shall be construed without limitation to any events, circumstances, conditions, acts or matters listed or specified after those words;
- (d) the winding up, dissolution or examinership of a company shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which a company carries on business including, but not limited to, the seeking of liquidation, winding up, reorganisation, dissolution, examinership, administration, arrangements, adjustment, protection or relief of debtors;
- (e) a provision of law is a reference to that provision as extended, applied, amended, substituted or re-enacted and includes any subordinate legislation made thereunder; and
- (f) the singular includes the plural and vice versa.

1.2.2 Unless the contrary intention appears, the index to and the headings in this Deed do not affect its interpretation.

1.2.3 Section 75 of the Act shall not apply to this Deed.

2. Share Deliverables

Contemporaneously with entering into this Deed, the Chargor shall deliver to the Lender each of the documents listed in Schedule 2 (*Deliverables*).

3. Covenant to Pay and Perform

- 3.1 The Chargor hereby covenants and undertakes with the Lender that it will on demand by the Lender discharge, pay and perform the Secured Obligations when they become due for payment and performance in accordance with the provisions of the Finance Documents.
- 3.2 The Chargor hereby acknowledges to the Lender that the amount secured by this Deed and in respect of which this Deed and the security hereby created is enforceable is the full amount of the Secured Obligations for the time being and from time to time and confirms that the property hereby charged is so charged for the full payment, performance and discharge of the Secured Obligations.
- 3.3 If the Chargor fails to pay any sum under this Deed on the due date for payment of that sum the Chargor shall pay interest on any such sum before and after any judgement from the date of demand until the date of payment calculated on a daily basis at a rate of 2 per cent per annum.
- 3.4 Any payment made by the Chargor under this Deed shall be made free and clear and without any deduction for or on account of any set-off or counterclaim.

4. Charge over Shares

The Chargor, as legal and beneficial owner, for the purposes of securing the due and punctual payment and discharge of the Secured Obligations, hereby mortgages and charges to the Lender as a continuing security, by way of first fixed mortgage and charge, all of its right, title benefit and interest whatsoever, present and future, actual and contingent, in and to the Shares.

5. Deliverables

5.1 The Chargor shall:

- 5.1.1 immediately on execution of this Deed in respect of the Shares and, following execution of this Deed immediately after being issued with any further Shares in the Company, deposit with the Lender, or as the Lender may direct, all certificates and other documents of title or evidence of ownership in relation to any of the Shares;
 - 5.1.2 immediately on execution of this Deed in respect of the Shares and, following execution of this Deed immediately after being issued with any further shares in the Company, execute in blank and deliver to the Lender in respect of the Shares all stock transfer forms in the form set out in Schedule 3 (*Stock Transfer Form*) duly completed in favour of the Lender or its nominee or otherwise as the Lender may direct together with letters of authority in respect of such transfers in the form set out in Schedule 4 (*Letter of Authority*);
 - 5.1.3 immediately on execution of this Deed in respect of the Shares and, following execution of this Deed immediately after being issued with any further shares in the Company, deliver to the Lender irrevocable proxies in respect of such Shares duly executed in favour of the Lender in the form set out in Schedule 5 (*Irrevocable Proxy*), entitling the Lender to exercise all voting rights in respect of the Shares;
 - 5.1.4 immediately on execution of this Deed and, immediately on the appointment of any director, alternate director or company secretary of the Company, deliver to the Lender (or procure the delivery to the Lender of) executed but undated letters of resignation and release, from each such director, alternate director or the company secretary in the form set out in Schedule 6 (*Letter of Resignation*) and letters of authority from each director, alternate director and company secretary in the form set out in Schedule 7 (*Letter of Authority*); and
 - 5.1.5 immediately on execution of this Deed in respect of the Shares and, following execution of this Deed immediately after being issued with any further shares in the Company, deliver to the Lender in respect of such further Shares an executed dividend mandate in the form set out in Schedule 8 (*Dividend Mandate*).
- 5.2 The Chargor shall ensure that the constitutional documents of the Company do not contain any restrictions on transfers of the Shares and/or that any pre-emptive rights in respect of those Shares shall be disapplied (in a manner acceptable to the Lender) in relation to any transfer of those Shares to any person upon the enforcement of the Security Interests.
- 5.3 The Chargor shall, if requested by the Lender, procure that the directors of the Company shall not refuse to register a duly stamped transfer of any share presented to its board of directors for registration pursuant to the power of sale under this Deed.
- 5.4 The Chargor will deliver, or cause to be delivered, to the Lender immediately upon (subject to Clause 5.1) the issue of any further Shares (but no such Shares shall be issued without the consent of the Lender), the items listed in Clauses 5.1.1 to 5.1.3 inclusive and Clause 5.1.5 in respect of all such further Shares.
- 5.5 During the Security Period, if a further director or secretary is appointed to the Company, the Chargor shall procure that such director or secretary shall provide to the Lender an undated, signed letter of resignation in the form set out in Schedules 6 and 7 respectively immediately after his/her appointment.

6. Covenants

6.1 General Covenants

The Chargor hereby covenants and agrees with the Lender that it will during the continuance of the Security Period:

- 6.1.1 remain the legal and beneficial owner of the Shares and that it will not permit any other person other than the Lender, or such person as may be specified for this purpose in writing by the Lender (after this Deed has become enforceable pursuant to Clause 13) to be registered as holder of the Shares or any part thereof;
- 6.1.2 warrant and defend its right, title and property and the right, title and property of the Lender in and to the Shares against the claims and demands of any person (other than the Lender);
- 6.1.3 at no cost to the Lender, from time to time execute, sign, perfect, do and (if required) register every such further assurance, document, act or thing as may in the reasonable opinion of the Lender be necessary or customary for the purpose of more effectively charging the Shares or perfecting the security constituted or intended to be constituted by this Deed;
- 6.1.4 not create, assume, incur or suffer to exist or permit the creation, incurr or existence of any Security Interest over its interest in the Shares or any part thereof other than the Security Interest hereby created;
- 6.1.5 not sell or agree to sell or otherwise dispose or agree to dispose of its interest in the Shares or any part thereof;
- 6.1.6 not permit or agree to any variation of the rights attaching to the Shares;
- 6.1.7 not suffer, authorise or permit the Company to cancel, increase, create or issue or agree to issue or put under option or agree to put under option any share or loan capital or obligation now or hereafter convertible into share or loan capital of or in the Company of any class or call any uncalled capital;
- 6.1.8 not authorise any increase in the authorised share capital of the Company or the issue of further shares or other securities in the Company without the written consent of the Lender, such consent not to be unreasonably withheld or delayed and provided that such further shares or other securities shall become subject to the security created under this Deed;
- 6.1.9 not suffer or permit the Company to make any alteration to, grant any rights in relation to or otherwise reorganise or purchase or reduce the share capital of the Company in any way or enter into any composition or arrangement with its creditors or any class thereof;
- 6.1.10 not suffer or permit the Company to permit any person other than the Chargor to be registered as the holder of the Shares or any part thereof or, any shares in the Company issued after the date hereof;
- 6.1.11 except with the prior consent of the Lender, will not (unless otherwise required or mandatorily deemed necessary under applicable law), amend or permit any amendment of the constitution of the Company;
- 6.1.12 not do or cause or permit to be done anything which in any way depreciates, jeopardises or otherwise prejudices the value to the Lender of the security created by this Deed;

-
- 6.1.13 will not demand or accept repayment in whole or in part of any indebtedness for borrowed money now or hereafter due to it from the Company or from any other person liable or demand or accept any security in respect of the same or assign or charge the same as security;
 - 6.1.14 not claim any set-off or counterclaim against the Company or any other person liable or claim or prove in competition with the Lender in the bankruptcy, examination or liquidation of the Company or any other person liable or have the benefit of, or share in, any payment from or composition with, the Company or any other person liable for any indebtedness for borrowed money of the Company or any other person liable but so that, if so directed by the Lender, it will prove for the whole or any part of its claim in the bankruptcy, examination or liquidation of the Company on terms that the benefit of such proof and of all money received by it in respect thereof shall be held on trust for the Lender and applied in or towards discharge of the liabilities and obligations of the Chargors to the Lender under this Deed in such manner as the Lender shall deem appropriate;
 - 6.1.15 not exercise its rights of subrogation, reimbursement and indemnity against the Company;
 - 6.1.16 not have the benefit of any share in any payment or composition from the Company or any other person or in any other guarantee or security now or hereafter held by the Lender; and
 - 6.1.17 not take or receive any lien, encumbrance or other Security Interest from the Company in respect of the liability of the Chargor under this Deed.

6.2 Further Covenants

- 6.2.1 The Chargor hereby further covenants and agrees with the Lender that the Lender and its nominees at the discretion of the Lender may, at any time after the security created hereunder becomes enforceable, exercise in the name of the Chargor or otherwise at any time whether pursuant to the powers conferred upon the Lender under the irrevocable proxy referred to in Clause 5.1.3 and whether before or after demand for payment and without any further consent or authority on the part of the Chargor in respect of the Shares any voting rights and all powers given to trustees pursuant to the laws of Ireland (including the Act) in respect of securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name the Shares are registered, but such power shall be exercised subject to the provisions of Clause 13.
- 6.2.2 The Chargor hereby covenants, agrees and undertakes in favour of the Lender that it will not permit the Company to act in breach of any Finance Document to which the Company is a party.

7. Further Assurances

- 7.1 The Chargor shall from time to time at its expense, execute and deliver any and all such further instruments and documents and take all such actions as the Lender in its absolute discretion may require for:
 - 7.1.1 perfecting, protecting or ensuring the priority of the security hereby created (or intended to be created);
 - 7.1.2 preserving or protecting any of the rights of the Lender under this Deed;
 - 7.1.3 ensuring that the security constituted by this Deed and the covenants and obligations of the Chargor under this Deed shall inure to the benefit of any assignee of the Lender;

- 7.1.4 facilitating the appropriation or realisation of the Shares or any part thereof; or
- 7.1.5 the exercise of any power, authority or discretion vested in the Lender under this Deed,

in any such case, forthwith upon demand by the Lender and at the expense of the Chargor.

- 7.2 The Chargor shall warrant and defend its right, title and property and the right, title and property of the Lender in and to the Shares against the claims and demands of any person other than the Lender.
- 7.3 The Chargor shall remain liable to perform all the obligations assumed by it in relation to the Shares and the Lender shall be under no obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by either Chargor to perform its obligations in respect thereof.

8. Power of Attorney

- 8.1 The Chargor by way of security irrevocably appoints the Lender as its true and lawful attorney (with full power of substitution and delegation) and in its name and on its behalf and as its act and deed or otherwise to execute, seal and deliver and otherwise complete and/or perfect any deed, assurance, agreement, instrument, act or thing which may be required for the exercise of all or any of the rights, powers or remedies conferred by this Deed provided that the Lender shall not be entitled to exercise its rights under this Clause 8.1 unless and until the security created under this Deed becomes enforceable.
- 8.2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Lender or any substitute or delegate may properly execute or do pursuant thereto. The Lender shall not have any obligation whatsoever to exercise any of such powers conferred upon it by this Deed or to make any demand or any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or notice or take any other action whatsoever with respect to the Shares. No action taken by the Lender or omitted to be taken by it in good faith shall give rise to any defence, counterclaim or set off in favour of the Chargor or otherwise affect any of the Secured Obligations.
- 8.3 Without prejudice to the generality of Clause 8.1, the Chargor hereby by way of security irrevocably appoints the Lender to be its attorney in its name and on its behalf and as its act and deed or otherwise and to agree the form of and to do and execute all deeds, instruments, act and things to file, record, register or enrol this Deed which the Lender may in its discretion consider necessary or advisable, now or in the future, in order to ensure the legality, validity, enforceability or admissibility in evidence thereof.

9. Third Parties

The exercise of the rights under Clause 8.1 by or on behalf of the Lender shall not put any person dealing with the Lender upon any enquiry as to whether an Event of Default has occurred, nor shall any such person be in any way affected by notice that no such Event of Default has occurred and the exercise by the Lender of such power shall be conclusive evidence of its right to exercise the same and all the protection to purchasers conferred by law shall apply to such persons dealing with the Lender.

10. Representations and Warranties

- 10.1 The Chargor hereby represents and warrants, that:
 - 10.1.1 it is not in breach of any of its obligations under this Deed;
 - 10.1.2 it is the sole legal and beneficial owner of the Shares and the Shares are free and clear from all liens, encumbrances and other Security Interest (other than the

Security Interests created under this Deed) and/or any options or rights of pre-emption;

- 10.1.3 it has not sold or otherwise disposed of, nor has it agreed to sell or otherwise dispose of or granted or agreed to grant any option in respect of any of its right, title or interest in and to the Shares;
- 10.1.4 the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations except as the same may be limited by applicable principles of equity, bankruptcy, insolvency, moratorium or other similar laws affecting creditors generally;
- 10.1.5 the execution and delivery of, the performance of its obligations under, and the compliance by it with the provisions of, this Deed will not contravene or constitute a default under any law by which it or any of its assets are bound or affected, or its constitutional documents (if applicable);
- 10.1.6 the choice by the Chargor of Irish law to govern this Deed and the submission by the Chargor to the jurisdiction of the courts of Ireland is valid and binding;
- 10.1.7 every consent, authorisation, licence or approval of, or registration with or declaration to, governmental or public bodies or authorities or courts required by it to authorise, or required by it in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of this Deed or the performance by it of its obligations hereunder or thereunder has been obtained or made and is in full force and effect and there has been no default in the observance of any of the conditions or restrictions imposed in or in connection with any of the same;
- 10.1.8 the Shares constitute all of the issued share capital of the Company;
- 10.1.9 the Shares have been duly authorised, validly issued and are fully paid or credited as fully paid, no calls have been made in respect thereof and remain unpaid and no calls can be made in respect of such Shares in the future and the Shares have not been redeemed or cancelled in any way nor will they be;
- 10.1.10 the Shares are not issued with any preferred, deferred or other special rights or restrictions whether in regard to dividends, voting, return of any amount paid on account of shares or otherwise which are not expressly set out in the constitution of the Company;
- 10.1.11 the terms of the Shares and of the constitutive documents of the Company do not restrict or otherwise limit its right to transfer or charge the Shares and the directors of the Company cannot refuse to register any transfer of the Shares to the Lender or any party nominated by the Lender;
- 10.1.12 It has not taken or received any security or lien from the Company in respect of any liability hereunder or in respect of any other liability of the Company to the Chargor; and
- 10.1.13 It has full power and authority and has taken all corporate and other action required to (i) enter into and deliver this Deed, (ii) create the security provided for herein and (iii) perform its obligations hereunder.
- 10.2 The Chargor acknowledges that the Lender has entered into this Deed in reliance on the representations and warranties set out in this Clause 10.
- 10.3 Unless a representation is expressed to be given at a specific date, each representation set out in this Clause 10 is deemed to be repeated by the Chargor on each interest payment date under the Credit Agreement.

11. Chargor's Rights

Unless and until the security created hereunder becomes enforceable:

- 11.1 the Chargor shall be entitled to exercise all voting rights attaching to the Shares for all purposes not inconsistent with the purposes of this Deed and the terms of the Finance Documents and provided that the exercise would not have a material adverse effect on the value of the Shares and would not otherwise prejudice the interests of the Lender; and
- 11.2 subject always to the terms of the Credit Agreement and without prejudice to the obligations of the Chargor in Clause 5, the Chargor shall be entitled to receive, retain and distribute in accordance with the constitution of the Company, any and all dividends paid in respect of the Shares or any thereof.

12. Financial Collateral Directive

- 12.1 To the extent that any of the Shares constitute "financial collateral" and this Deed and the obligations of the Chargor and the Lender hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the European Communities (Financial Collateral) Regulations 2010 (S.I. No 626/2010) (as amended) (the "**Regulations**")) the Lender shall, at any time after the occurrence of an Event of Default, have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations.
- 12.2 For this purpose, the Chargor and the Lender agree that the value of such financial collateral so appropriated shall be the market price of the Shares determined by the Lender by such process as the Lender may select including independent valuation. The Chargor and the Lender further agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.
- 12.3 The Chargor and the Lender acknowledge that the security created by this Deed does not constitute a charge for the purposes of Section 409 of the Companies Act 2014.

13. Enforcement of Security

After the occurrence of an Event of Default, the Lender shall, without prejudice to any other right or remedy available hereunder or under applicable law, forthwith become entitled, at any time:

- 13.1.1 solely and exclusively to exercise all voting rights attaching to the Shares and shall be entitled to exercise such rights in such manner as the Lender may in its absolute discretion determine;
- 13.1.2 at any time at its sole discretion to require the resignation of and/or to dismiss the directors and officers of the Company or any of them and to appoint new directors and officers of the Company and the Chargor hereby undertakes to do all such things and execute all documents and instruments which may be required by the Lender to ensure the effectiveness of any such resignations, dismissals or appointments provided that the Lender shall not exercise its rights hereunder in a manner which would render the board of directors of the Company inquorate or reduce the membership of the Company below one;
- 13.1.3 without prejudice to the provisions of Clause 13.2, to receive and retain all dividends and other distributions made on or in respect of the Shares;
- 13.1.4 without any notice to or further consent or concurrence by the Chargor or to obtain an order for possession under sections 97 and 98 of the Act, to sell the Shares by such method, at such place and upon such terms as the Lender may in its absolute discretion determine, with power to postpone any such sale and in any such case the Lender may exercise any and all rights attaching to the Shares as it in its

discretion may determine and without being answerable for any loss occasioned by such sale or resulting from postponement thereof or the exercise of such rights provided that upon any sale of the Shares the purchaser thereof shall not be bound to see or enquire whether the power of sale of the Lender has arisen in the manner herein provided and the sale shall be deemed to be within the power of the Lender and the receipt of the Lender for the purchase money shall effectively discharge the purchaser of the Shares, or any thereof, who shall not be concerned or be in any way answerable therefore; and

- 13.1.5 to complete the transfers in respect of the Shares deposited with the Lender in accordance with Clause 5.1.2 by dating the same and may submit all or any of the said transfers together with any stock or share certificates in respect thereof for registration in the name of the Lender or any nominee of the Lender and following the registration the Lender and any nominee of the Lender may exercise without further notice and without the restrictions contained in section 100 of the Act in respect of all or any of the Shares all the powers or rights which may be exercisable by the registered holder of the Shares and all other powers conferred on mortgagees by the Act as hereby varied or extended, any dividends, interest or other payments which may be received or receivable by the Lender or by any nominee of the Lender in respect of any of the Shares may be applied by the Lender as though they were the proceeds of a sale of the Shares,

and the Chargor hereby undertakes to do all such things and execute all documents and instruments which may be reasonably required by the Lender to ensure the effectiveness of, and effect, the provisions of this Clause 13.1.

13.2 Dividends

- 13.2.1 At any time after the security created under this Deed becomes enforceable:

- (a) the Lender may by written notice to the Chargor require that any dividends, interest or other moneys which may be paid or payable in respect of the Shares shall be paid to the Lender and shall be applied by the Lender in accordance with the order of application set forth in the *Credit Agreement* or as the Lender may otherwise specify; and
- (b) save with the consent of the Lender, the Chargor shall procure that no such dividends, interest or other moneys shall be paid until the Secured Obligations have been repaid in full.

- 13.2.2 Upon the security becoming enforceable, the Chargor shall immediately execute and deliver to the Company a new dividend mandate in the form set out in Schedule 7.

- 13.2.3 Any dividends, interest or other moneys or property hereby charged which may be received by the Chargor after the power of sale under Clause 13.1.4 has arisen shall be held in trust for the Lender and paid or delivered to the Lender on demand in writing for application in accordance with Clause 13.2.1.

14. Receivers

- 14.1 At any time after the Chargor so requests or the security hereby constituted has become enforceable, the Lender, (and so that no delay or waiver of the right to exercise the powers hereby conferred shall prejudice the future exercise of such powers) and without the need for the occurrence of any of the events specified in paragraphs (a) to (c) of section 108(1) of the Act, may from time to time appoint, under seal or under hand of a duly authorised officer or employee of the Lender, any person or persons to be receiver and manager or receivers and managers (hereinafter called "**Receiver**" which expression shall where the context so admits include the plural and any substituted receiver and manager or receivers and managers) of the shares or any part or parts thereof and from time to time under seal or under hand of a

- duly authorised officer of the Lender or employee remove any Receiver so appointed and may so appoint another or other in his stead. If the Lender appoints more than one person as Receiver of any of the shares, each such person shall be entitled (unless the contrary shall be stated in the appointment) to exercise all the powers and discretions hereby or by statute conferred on Receivers individually and to the exclusion of the other or others of them. The restrictions contained in section 108(1) and the provisions of sub-section 108(4) of the Act will not apply to the appointment of a Receiver under this clause.
- 14.2 Any such appointment made in accordance with Clause 14.1 may be made either before or after the Lender shall have entered into or taken possession of the Shares or any part thereof and any such Receiver shall have (in addition to the powers set out in this Deed) power to do the things outlined in Section 437 of the Companies Act 2014.
- 14.3 In addition to having the powers of the Lender conferred by Clause 13 each person appointed pursuant to Clause 14.1 shall have and shall be entitled to exercise all powers conferred by the Act in the same way as if the Receiver had been duly appointed under the Act and shall furthermore, but without limiting any powers hereinbefore referred to, have power:
- 14.3.1 to take possession of, collect and get in the Shares and for that purpose to take any proceedings in the name of the Chargor or otherwise as may seem expedient;
 - 14.3.2 to sell or concur in selling the shares or any part thereof and to carry such sale into effect and by deed in the name and on behalf of the Chargor or otherwise convey the same to a purchaser thereof and to make any arrangement or compromise which he shall think expedient in the interests of the Lender;
 - 14.3.3 to redeem any prior encumbrance and to settle and prove the accounts of the encumbrancer and accounts so settled and proved shall be conclusive and binding on the Chargor and the money so paid shall be a receivership expenses;
 - 14.3.4 to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to the Shares or any part thereof;
 - 14.3.5 to do all such other acts and things as maybe considered to be incidental or conducive to any of the matters and powers aforesaid and which the Receiver may or can lawfully do as agent for the Chargor; and
 - 14.3.6 to raise or borrow money either unsecured or on the security of the Shares or any part thereof, either in priority to the security created under this Deed or otherwise and on such terms and conditions as such Receiver may think fit and no person lending any such money shall be concerned to enquire as to the propriety or purpose of the exercise of this power or to see the application of any monies so raised or borrowed.
- 14.4 Unless otherwise directed by the Lender, such Receiver may also exercise all the powers and authority vested in the Lender by this Deed and in particular all powers vested in the Lender by Clause 13 hereof.
- 14.5 The Lender may from time to time fix the remuneration of such Receiver but shall be payable by the Chargor alone and the amount of such remuneration may be debited by the Lender to any account of the Chargor but shall, in any event, be secured on the Shares under this Deed and the provisions of section 108 of the Act (as modified by the provisions of this Deed) with the exception of section 108(7) will apply to this Deed.
- 14.6 The Lender may from time to time or at any time require such Receiver to give security for the due performance of his duties as receiver, at the cost of the Chargor, and may fix the nature and amount of security to be so given but the Lender shall not be bound in any case to require any such security.

- 14.7 The Receiver shall in the exercise of his powers, authorities and discretions conform with the reasonable directions from time to time made and given by the Lender.
- 14.8 The Lender may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as receiver.
- 14.9 The Lender shall be in no way responsible for any misconduct or negligence on the part of such Receiver.
- 14.10 Subject as provided in Clause 13 and elsewhere in this Deed the provisions of any relevant enactment conferring powers on a mortgagee or Receiver shall apply to and be deemed to be conferred upon any Receiver appointed hereunder as if such provisions and powers were incorporated herein.

14.11 Other Powers of Receiver

The foregoing powers of appointment of a Receiver shall be in addition and variation to any statutory or other powers of the Lender under the Act (and so that any statutory power of sale will be exercisable without the restrictions contained in sections 94, 97, 98, 99, 100 and 103 of the Act) or otherwise by law and the Receiver shall in any event have and be entitled to exercise all the rights, powers and remedies conferred upon the Lender by this Deed and by law with respect to the Shares.

15. No Enquiry by Purchaser

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lender to exercise any of the powers hereby conferred has arisen nor be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

16. Application of Proceeds

Notwithstanding section 109 of the Act, all moneys received by the Lender under, or in the exercise of any powers conferred by, this Deed shall be applied in accordance with the terms of the Credit Agreement or as otherwise stated by the Lender.

17. Liability of Lender

- 17.1 The Lender shall not be liable to account as mortgagee in possession in respect of all or any of the Shares and shall not be liable for any loss upon realisation or for any neglect or default to present any interest coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify the Chargor of any such matter or for any other loss of any nature whatsoever in connection with the Shares.
- 17.2 Neither the Lender nor its agents, managers, officers, employees, delegates and advisers shall be liable for any claim, demand, liability, loss, damage, cost or expense incurred or arising in connection with the exercise or purported exercise of any rights, powers and discretions hereunder in the absence of fraud, gross negligence or wilful default.

18. Continuing Security

18.1 Settlement Conditional

This Deed shall be in addition to and shall be independent from and without prejudice to any of the other Security Interests from time to time held by the Lender in respect of the Secured Obligations or any part thereof and shall not be considered as satisfied by any intermediate payment of any part of the Secured Obligations but shall be a continuing security binding upon the Chargor until the Secured Obligations have been finally paid and discharged in full provided that any discharge or other satisfaction of any of the Secured Obligations which shall, on the subsequent bankruptcy, insolvency, or corporate reorganisation of the

Company, be set aside or avoided under any laws relating to bankruptcy, insolvency or corporate reorganisation, such discharge or other satisfaction of the Secured Obligations shall be deemed to be void and this Deed and the liability of the Chargor hereunder shall continue to apply as if the Secured Obligations had at all times remained owing by the Company and the Chargor shall indemnify the Lender and/or any of the Lender in respect thereof.

18.2 Indulgences

The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party hereto in respect of any of the Secured Obligations or of any other security therefor without prejudice either to this Deed or to the obligations of the Chargor hereunder in respect of the Secured Obligations.

18.3 Security Unconditional

As a separate and independent stipulation and without prejudice to the other provisions contained herein, no question that may arise involving the invalidity, irregularity or unenforceability of all or any part of the Secured Obligations or of any security therefor shall affect, impair or release the obligations of the Chargor under this Deed and irrespective of the determination of such question this Deed is an unconditional and general obligation of the Chargor. All the rights and powers vested in the Lender by this Deed may be exercised from time to time and as often as the Lender may deem expedient.

18.4 Liability Unconditional

The Chargor's liability shall not be affected or determined by the Company entering into liquidation or other similar process or being bankrupt, or being re-organised or doing or suffering any act which does or may result in liquidation, other similar process, bankruptcy, insolvency or re-organisation and this Deed shall continue to be effective or shall be reinstated (as the case may be) if at any time any payment by the Company in respect of the Secured Obligations must be returned by the Lender upon such liquidation, bankruptcy or insolvency or any re-organisation of the Company or otherwise.

18.5 Security not Affected

The rights of the Lender under this Deed and the security hereby constituted shall not be affected by any act, omission, matter or thing which, but for this provision, might operate to impair, affect or discharge such rights and security, in whole or in part, including without limitation, and whether or not known to or discoverable by the Chargor, the Lender or any other person:

- 18.5.1 any time, indulgence or waiver granted to or composition with any person whatsoever;
- 18.5.2 the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against or granted by any person whatsoever;
- 18.5.3 any legal limitation, disability, incapacity or other circumstances relating to any such party or any other person;
- 18.5.4 any variation of or extension of the due date for performance of, any term of the Credit Agreement or any increase in the Secured Obligations to the intent that this Deed shall apply to such term as varied or in respect of the extended due date or such increase;
- 18.5.5 the dissolution, liquidation, amalgamation, examinership, reconstruction or reorganisation of the Company, the Chargor or any other person; or

- 18.5.6 any irregularity, unenforceability, invalidity or frustration of any obligations of any person whatsoever under any agreement or any other document or security, or any present or future law or order of any government or authority purporting to produce or otherwise effect any such obligations, to the intent that this Deed shall remain in full force and be construed accordingly as if there were no such irregularity, unenforceability, invalidity, frustration, law or order.

19. Act

- 19.1 Sections 94, 97, 98, and 99 of the Act shall not apply to this Deed or to any exercise by the Lender of its power of sale.

- 19.2 The rights and powers of the Lender contained in Clause 13 shall be in addition and without prejudice to all statutory rights and powers of the Lender under the Act or otherwise but so that any statutory power of sale and appointment of a receiver shall be exercisable without the need:

- 19.2.1 for the occurrence of any of the events specified in paragraphs (a) to (c) of section 100(1) or (a) to (c) of section 108(1) of the Act;

- 19.2.2 to give notice as specified in section 100(1) of the Act;

- 19.2.3 to obtain the consent of the Chargor or to obtain a court order authorising the exercise of the power of sale under sections 100(2) or (3) of the Act;

- 19.2.4 to give any notice to the Chargor under section 103(2) of the Act; or

- 19.2.5 to obtain a court order for possession under sections 97 or 98 of the Act.

20. No Enquiry

The Lender shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Deed or to make any claim or take any action to collect any moneys receivable by the Lender in the exercise of any powers conferred by this Deed or to enforce any rights or benefits hereby assigned to the Lender or to which the Lender may at any time be entitled under this Deed.

21. Suspense Account

Any moneys received by the Lender by virtue of or in connection with the security created by this Deed may be placed to the credit of a suspense account with a view to preserving the rights of the Lender to prove for the whole of the Secured Obligations against the Company in the event of any proceedings in, or analogous to, liquidation, composition or arrangement.

22. Release

Upon the discharge in full of the Secured Obligations (to the satisfaction of the Lender), the Lender shall at the request and expense of the Chargor, release the Shares from the Security Interests created by this Deed to the Chargors.

23. Waivers

No failure or delay on the part of the Lender to exercise any right, power or remedy under this Deed, the Finance Documents or any of them shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy, nor shall the giving by the Lender of any consent to any act which by the terms of this Deed requires such consent prejudice the right of the Lender to withhold or give consent to the doing of any other similar act. The remedies provided in this Deed and the Finance Documents are cumulative and are not exclusive of any remedies provided by applicable law.

24. Delegation of Powers

The Lender shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Deed (including its powers as attorney of the Chargors) in such manner, upon such terms, and to such person as the Lender in its absolute discretion may think fit.

25. Determinations by Lender

Any certificates or determination of the Lender as to the amount owing by the Chargor to such party under, or secured by, this Deed shall, in the absence of manifest error, be prima facie evidence of the contents thereof.

26. Notices

26.1 Any notice, demand or other communication required or permitted to be given or made under this Deed shall be addressed or sent as follows:

26.1.1 if to the Lender to:

Address: SG Equipment Finance Czech Republic s.r.o., nám Junkových
2772/1, Praha 5, 15500, Prague, Czech Republic

Attention: Ms. Eva Zvoníčková-Jiráňková

Email: **REDACTED**

26.1.2 if to the Chargor, to:

Address: Elscot House, Arcadia Avenue, Finchley, London, United Kingdom,
N3 2JU

and with a copy also to:

Address: Malostranské nábřeží 563/3, Prague, Czech Republic

Attention: Mrs. Kateřina Rašovská

Email: **REDACTED**

26.2 Any notice, demand or other communication required or permitted to be given or made hereunder shall be validly given or made if delivered personally or if despatched by pre-paid letter post addressed as aforesaid and shall be deemed to be given or made:

26.2.1 if delivered by hand - at the time of delivery; and

26.2.2 if sent by post – three days after the same shall have been posted.

27. Assignment

The Chargor may not assign any of its rights under this Deed without the prior written consent of the Lender. The Lender shall be entitled to assign the benefit of this Deed or any part thereof to any subsidiary and any associated company of the Lender or any other company. In the event of any such assignment by the Lender the Chargor shall at the request of the Lender join in any such assignment so as to cause full beneficial title to the Security created hereby to be passed to the relevant assignee. This Deed shall be binding on, and inure for the benefit of, the Chargor, the Lender and their respective successors and assigns.

28. Illegality

Any term, condition, stipulation, provision, covenant or undertaking in this Deed which is illegal, void, prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof, and any such illegality, voidness, prohibition or unenforceability in any jurisdiction shall not invalidate or render illegal, void, prohibited or unenforceable any such term, condition, stipulation, provision, covenant or undertaking in any other jurisdiction.

29. Service of Process

Without prejudice to any other mode of service allowed under any relevant law, the Chargor irrevocably appoints the Company, whose address is 2 Auburn Villas, Monkstown, Co. Dublin, as its agent for service of process in relation to any proceedings before the Irish courts in connection with this Deed. Failure by the process agent to notify the Chargor of the process will not invalidate the proceedings concerned.

30. Counterparts

This Deed may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

31. Governing Law and Jurisdiction

31.1 This Deed shall be governed by, and construed in accordance with, the laws of Ireland.

31.2 The parties to this Deed irrevocably agree for the exclusive benefit of the Lender that the courts of Ireland shall have jurisdiction over any claim or matter arising under or in connection with this Deed or the legal relationships established by this Deed and that accordingly any proceedings in respect of any such claim or matter may be brought in such courts. Nothing in this clause shall limit the right of the Lender to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed as a Deed and the same is intended to be and is hereby delivered on the day and year first above written.

SCHEDULE 1

The Shares

Name of Shareholder	Issued share capital	Authorised share capital	Par value of each share (€)
ARTHUR BRADLEY & SMITH LIMITED	3	€1,000,000 ordinary shares	€1.00

SCHEDULE 2

Deliverables

1. A copy of the constitutional documents of the Chargor.
2. A copy of a resolution of the board of directors of each of the Chargor:
 - 2.1 approving the terms of, and the transactions contemplated by, this Deed and all other documents required to be executed in accordance with this Deed (the "Documents") and resolving that it execute the Documents to which it is a party;
 - 2.2 authorising a specified person or persons to execute the Documents to which it is a party on its behalf;
 - 2.3 authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under or in connection with the Documents to which it is a party; and
 - 2.4 authorising the Company to act as its agent in connection with the Documents.
3. A confirmation from the Company to act as the process agent of the Chargor.
4. A specimen of the signature of each person authorised by the resolution referred to in paragraph 2 above.
5. A certificate of the Chargor (signed by a director or company secretary of the relevant entity) confirming amongst other things that the securing of the aggregate credit amount set out in the Credit Agreement would not cause any borrowing, indemnity, securing or similar limit binding on the Chargor to be exceeded.
6. A copy of the written resolution of the Chargor as the sole shareholder of the Company approving certain amendments to be constitutional documents of the Company.
7. Copies of all authorisations required by the Chargor to enter into and perform its obligations under the Documents.

Legal Opinion

8. A legal opinion from Rödl & Partner, legal advisors to the Lender as to matter of English law.

Other Documents and Evidence

9. Up to date searches against each of the Company and the Chargor.
10. A copy of any other authorisation or other document, opinion or assurance which the Lender considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Document or for the validity and enforceability of any Document.
11. A copy of the filed Form OS MG01 of this Deed confirming the registration in the UK Companies House of the charge over the shares in the Company in favour of the Lender.

SCHEDULE 3

Stock Transfer Form

STOCK TRANSFER FORM

(Above this line for Registrars only)		
Consideration Money €		Certificate lodged with the Registrar (For completion by the Registrar/Stock Exchange)
Full name of Undertaking	JET ONE LEGACY LIMITED	
Full description of Security		
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words Three	Figures 3
Name(s) of registered holder(s) should be given in full; the address should be given where there is only one holder. If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g. Executor(s) of the person(s) making the transfer.	In the name(s) of Arthur Bradley & Smith Limited Elscot House Arcadia Avenue Finchley London United Kingdom N3 2JU	
I/We hereby transfer the above security out of the name(s) aforesaid to the person(s) named below: Delete words in italics except for stock exchange transactions. Signature(s) of transferor(s) 1. 2. A body corporate should execute this transfer under its common seal or otherwise in accordance with applicable statutory requirements.		Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s) Date
Full name(s) and full postal address(es) (including County or, if applicable, Postal District number) of the person(s) to whom the security is transferred. Please state title, if any, or whether Mr., Mrs. or Miss. Please complete in typewriting or in Block Capitals.		
I/We request that such entries be made in the register as are necessary to give effect to this transfer.		
Stamp of Buying Broker(s) (If any)		Stamp or name and address of person lodging this form (if other than the Buying Broker(s))

Reference in the Register in this form means the registrar or registration agent of the undertaking, not the Registrar of Companies.

(Endorsement for use in Stock Exchange Transactions)

The security represented by the transfer overleaf has been sold as follows:-

.....Shares/StockShares/Stock
.....Shares/StockShares/Stock
.....Shares/StockShares/Stock
.....Shares/StockShares/Stock
.....Shares/StockShares/Stock
.....Shares/StockShares/Stock

Balance (if any) due to Selling Broker(s) _____

Amount of Certificate(s) _____

Stamp of certifying Stock Exchange

Brokers Transfer Forms for above amounts certified

Stamp of Selling Broker(s)

**FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS NOT LIABLE TO
AD VALOREM STAMP DUTY**

I/We hereby certify that the transaction in respect of which this transfer is made, and under which the fixed Duty of ten punds is payable, falls within the following description:-

- (a) Vesting the property in trustees on the appointment of a new Trustee of a pre-existing Trust, or on the retirement of a trustee.
- (b) *A transfer, where no beneficial interest in the property passes, (i) to a mere nominee of the Transferor, (ii) from a mere nominee of the Transferor, (iii) from one nominee to another nominee of the same beneficial owner.
- (c) *A transfer by way of security for a loan; or a re-transfer to the original Transferor on repayment of a loan.
- (d) A transfer to a residuary legatee of Shares, etc., which forms part of the residue divisible under a Will.
- (e) A transfer to a beneficiary under a Will of a specific legacy of Shares, etc.
- (f) A transfer of Shares, etc., being the property of a person dying intestate, to the person or persons entitled thereto.
- (g) A transfer to a beneficiary under a settlement on distribution of the trust funds, of Shares, etc., forming the share, or part of the share of those funds to which the beneficiary is entitled in accordance with the terms of the settlement.
- (h) A transfer on the occasion of a marriage to trustees of shares, etc., to be held on the terms of a settlement made in consideration of marriage.
- (i) A transfer by the liquidator of a Company of Shares, etc., forming part of the assets of the Company, to which the Transferee is entitled in satisfaction or part satisfaction of his rights as a shareholder of the Company.

Here set out concisely the facts explaining the transaction in cases falling within (b) and (c) or in any case which does not clearly fall within any one of the clauses (a) to (g). Adjudication may be required.

Date: _____

Transferors: _____

Transferees: _____

Signature: _____

Description: _____

Note:- The above certificate should be signed in the case of (b) and (c) either by (i) all the transferors and transferees, or (ii) a member of a Stock Exchange or a Solicitor acting for one or other of the parties, or (iii) an accredited representative of a Bank. Where the Bank or its official nominee is a party to the transfer, the Certificate may be to the effect that "the transfer is excepted from Section 74 of the Finance (1909-10) Act, 1910". The above Certificate in other cases should be signed by a Solicitor or other person (e.g. a Bank acting as Trustee or Executor) having a full knowledge of the facts

SCHEDULE 4

Letter of Authority

To: SG EQUIPMENT FINANCE CZECH REPUBLIC S.R.O

Date:

RE: Jet One Legacy Limited
2 Auburn Villas,
Monkstown,
Co. Dublin
(the Company)

Charge over shares in respect of the shares in the Company dated 2017 (as amended, novated or supplemented from time to time (the Share Charge) between (1) Arthur Bradley & Smith Limited (the Chargor) and (2) SG Equipment Finance Czech Republic S.R.O. (the Lender)

Dear Sirs,

We hereby unconditionally and irrevocably authorise the Lender or its nominees to date and otherwise complete, stamp and register the share transfer form[s], irrevocable proxy and dividend mandate in respect of the Charged Shares (as defined in the Share Charge) deposited by us with the Lender and/or its designee(s) pursuant to the Share Charge, as and when the Lender becomes entitled to date and complete the same pursuant to the terms of the Share Charge.

This letter and any non-contractual obligations arising out of it or in connection with it are governed by Irish law.

Yours faithfully

Director
Arthur Bradley & Smith Limited

SCHEDULE 5

Irrevocable Proxy

The undersigned, being the legal owner of all the issued shares comprising the shares (the "**Shares**") of Jet One Legacy Limited (the "**Company**"), a company incorporated in Ireland, hereby makes, constitutes and appoints

SG EQUIPMENT FINANCE CZECH REPUBLIC s.r.o.

as the true and lawful attorney and proxy ("**Attorney**") of the undersigned with full power to appoint a nominee or nominees to act hereunder from time to time and to vote by the Shares represented by the Share Certificates of the Company numbered 1 and 2 and any further shares in the Company registered in our name (the "**Further Shares**") at all general meetings of shareholders or stockholders of the Company with the same force and effect as the undersigned might or could do and to requisition and convene a meeting or meetings of the shareholders of the Company and to sign resolutions in writing of the Company for the purpose of appointing or confirming the appointment of new directors of the Company and/or such other matters as may in the opinion of any Attorney be necessary or desirable for the purpose of implementing the Charge referred to below and the undersigned hereby ratifies and confirms all that the said Attorney or its nominee or nominees shall do or cause to be done by virtue hereof.

The Shares and the Further Shares have been charged to SG Equipment Finance Czech Republic s.r.o. (the "**Lender**"), pursuant to the share charge dated on or about _____ 2017 granted by the undersigned in favour of the Lender (the "**Share Charge**")

This power and proxy is coupled with an interest and is irrevocable and shall remain irrevocable as long as the Charge is outstanding.

In witness whereof this instrument has been duly executed this _____ day of _____, as a deed.

SIGNED AND DELIVERED
as a deed by ARTHUR BRADLEY & SMITH
LIMITED
in the presence of:

Signature

Witness (Signature)

Print Name

Print Address

Witness Occupation

SCHEDULE 6

Letter of Resignation

Resignation Letter

To: Jet One Legacy Limited
2 Auburn Villas,
Monkstown,
Co. Dublin
(the Company)

[Date]

Resignation as a director/secretary

Dear Sirs

Resignation as a Director

I, _____, of _____, hereby resign my position as a [director]/ [secretary] of the Company with effect from the date of this letter.

I irrevocably agree, acknowledge and confirm that I have no claim (whether under common law, contract, equity, statute or otherwise and whether present, future, actual, contingent or otherwise), demand or action of any description outstanding against the Company, or its directors, officers, employees or shareholders in respect of loss of office as a director of the Company or to any claim for compensation for arrears of pay. To the extent that any such claim(s) may exist, I irrevocably and unconditionally waive it or them and release the Company and its directors, officers, employees and shareholders from any liability in respect thereof.

I also confirm that there is no outstanding agreement under which the Company has or could have any debt, liability or other obligation to me.

Signed and Delivered as a Deed by:

[]
Director

in the presence of:

Witness (Signature)

Print name

Print address

Witness occupation

SCHEDULE 7

Letter of Authority

To: SG Equipment Finance Czech Republic S.R.O.
Junkovych 2772/1, 155500 Praha 5, Prague, Czech Republic
Attn: []

cc: Jet One Legacy Limited

From: [] [name and address of director/secretary]

Date: _____

Jet One Legacy Limited (the "Company")

Dear Sirs

I hereby unconditionally and irrevocably authorise you to date the duly executed a resignation letter in respect of the Company deposited by me with SG Equipment Finance Czech Republic S.R.O. (the **Lender**) pursuant to the charge over shares in respect of the shares in the Company dated [] 20179 (as amended or supplemented from time to time (the **Share Charge**) between (1) Arthur Bradley & Smith Limited (the **Chargor**) and (2) the Lender as and when you become entitled to date and complete the same pursuant to the terms of the Share Charge and to deliver such signed and dated letter to the Company.

Yours faithfully

Director/Secretary

SCHEDULE 8

Dividend Mandate

To: The Secretary
Jet One Legacy Limited
2 Auburn Villas,
Monkstown,
Co. Dublin

[Date]

Dear Sirs

We, refer to:

- A. the [number of shares] [type of shares] of €1.00 each (the **Shares**) in Jet One Legacy Limited (the **Company**), of which we are the registered holder or are entitled to be the registered holder; and
- B. the charge over shares in respect of the shares in the Company dated [] 2017 (as amended, novated or supplemented from time to time (the **Share Charge**) between (1) Arthur Bradley & Smith Limited (the **Chargor**) and (2) SG Equipment Finance Czech Republic S.R.O. (the **Lender**) pursuant to which we have created security over the Shares in favour of the Lender.

We hereby request that:

- 1. on receipt by you of written notice from the Lender, you shall forward to the Lender, until further written notice by the Lender, all dividends that may become from time to time payable on so many of the Shares as are specified in that notice; and
- 2. you act on such notice and request therein without requiring further evidence of the identity of the Lender, the number of the Shares in respect of which the Lender is entitled under the Share Charge to receive dividends or any other matter relating to compliance with, or entitlement under, the Share Charge.

This request is irrevocable. Compliance with this request shall be a good discharge to the Chargor.

This letter and any non-contractual obligations arising out of or in connection with it are governed by Irish law.

Yours faithfully

For and on behalf of
Arthur Bradley & Smith Limited

EXECUTION PAGE

SIGNED AND DELIVERED
as a DEED
for ARTHUR BRADLEY & SMITH LIMITED
in the presence of:

REDACTED

Witness (Signature)

MAISEA SUPRA

Print name

REDACTED

Print address

REDACTED

Authorised Signatory (Signature)

ARTHUR JOSEPH GRICE

Print Name

DET

SIGNED by a duly authorised signatory of SG
EQUIPMENT FINANCE CZECH REPUBLIC
S.R.O.
in the presence of:

Witness (Signature)

Print name

Print address

Authorised Signatory (Signature)

Print Name

EXECUTION PAGE

SIGNED AND DELIVERED
as a DEED
for ARTHUR BRADLEY & SMITH LIMITED
in the presence of:

Authorised Signatory (Signature)

Print Name

Witness (Signature)

Print name

Print address

SIGNED by a duly authorised signatory of SG
EQUIPMENT FINANCE CZECH REPUBLIC
S.R.O.
in the presence of:

REDACTED

Witness (Signature)

JANA STANČUKOVA

Print name

FRAN REDACTED

180 L

Print address

REDACTED

Authorised Signatory (Signature)

ppa. Pavel Němec

Print Name

ppa. E. Zvoněšková Jiráňková