

MG01

Particulars of a mortgage or charge



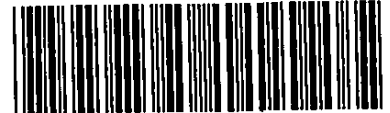
A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **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 re-
particulars of a charge for a Sc
company. To do this, please use
form MG01s

WEDNESDAY



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A28

04/07/2012

#135

COMPANIES HOUSE

1 Company details

Company number 0 3 4 6 8 4 8 9

Company name in full Eastern Airways (UK) Limited ("Chargor")

1 0 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 Date of creation of charge

Date of creation d2 d6 m0 m6 y2 y0 y1 y2

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 A group debenture dated 26 June 2012 made between (1) Eastern Airways
(Europe) Limited as company ("**Company**"), (2) the Company, the Chargor,
Global Aviation Limited, Air Kilroe Limited and Global Aviation Holdings
Limited and (3) Santander UK plc as the secured party ("**Secured Party**")
(the "**Group Debenture**").

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of each present and future
member of the Group to each present and future
Secured Party ("**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

Santander UK plc

Address

2 Triton Square

Regent's Place, London

Postcode

N W 1 3 A 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

Please refer to the attached continuation pages

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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

8

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 870).

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 866). 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).

9

Signature

Please sign the form here

Signature

Signature

X *DA Firm an ad* X

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

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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 Michael Crowther

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region West Yorkshire

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS

Telephone 08700 111 111



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,
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.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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>1. Fixed Security</p> <p>1.1 Fixed charges</p> <p>The Chargor charged and agreed to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest</p> <p>(a) by way of first legal mortgage</p> <p>(i) the Real Property (if any) specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) of the Group Debenture (being none at the date of the Group Debenture), and</p> <p>(ii) all other Real Property (if any) at the date of the Group Debenture vested in, or charged to, such Chargor (not charged by clause 1 1(a)(i) above),</p> <p>(b) by way of first fixed charge</p> <p>(i) all other Real Property and all interests in Real Property (not charged by clause 1 1 (a) above),</p> <p>(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>(iii) the proceeds of sale of all Real Property,</p> <p>(c) by way of first fixed charge all aircraft, plant and machinery (not charged by clauses 1 1(a) or 1 1(b) above) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>(d) by way of first fixed charge</p> <p>(i) all computers, vehicles, office equipment and other equipment (not charged by clause 1 1(c) above), and</p> <p>(ii) the benefit of all contracts, licences and warranties relating to the same,</p> <p>(e) by way of first fixed charge</p> <p>(i) the Charged Securities referred to in part 2 of schedule 2 (<i>Details of Security Assets</i>) of the Group Debenture (being none at the date of the Group Debenture), and</p> <p>(ii) all other Charged Securities (not charged by clause 1 1(e)(i)),</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>(f) by way of first fixed charge</p> <p>(i) the Cash Collateral Accounts and all monies at any time standing to the credit of the</p>	

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Short particulars	<p>Cash Collateral Accounts,</p> <p>(ii) the Collection Accounts and all monies at any time standing to the credit of the Collection Accounts, and</p> <p>(iii) all accounts of such Chargor with any bank, financial institution or other person at any time (not charged by clauses 1 1(f)(i) or 1 1(f)(ii) above) and all monies at any time standing to the credit of such accounts,</p> <p>in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing,</p> <p>(g) by way of first fixed charge</p> <p>(i) the Intellectual Property (if any) specified in part 4 of schedule 2 (<i>Details of Security Assets</i>) of the Group Debenture (being none at the date of the Group Debenture), and</p> <p>(ii) all other Intellectual Property (if any) (not charged by clause 1 1(g)(i) above),</p> <p>(h) to the extent that any Assigned Asset is not effectively assigned under clause 4 2 (<i>Security assignments</i>) of the Group Debenture, by way of first fixed charge such Assigned Asset,</p> <p>(i) by way of first fixed charge (to the extent not otherwise charged or assigned in the Group Debenture)</p> <p>(i) the benefit of all licences, consents, agreements and Authorisations held or used in connection with the business of such Chargor or the use of any of its assets, and</p> <p>(ii) any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>(j) by way of first fixed charge all of the goodwill and uncalled capital of such Chargor</p> <p>1.2 Security assignments</p> <p>The Chargor assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p>(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,</p> <p>(b) each of the following</p> <p>(i) all Insurances specified in part 6 of schedule 2 (<i>Details of Security Assets</i>) of the Group Debenture (as detailed below), and</p> <p>(ii) all other Insurances (not assigned by clause 1 2(b)(i) above),</p>	

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and all claims under the Insurances and all proceeds of the Insurances, and

- (c) all other Receivables (not assigned under clauses 1 2(a) or 1 2(b) above)

To the extent that any Assigned Asset described in clause 1 2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances

2.1 Floating charge

The Chargor charged and agreed to charge by way of first floating charge all of its present and future.

- (a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 4 1 (*Fixed charges*), clause 4 2 (*Security assignments*) or any other provision of the Group Debenture, and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

2.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Group Debenture (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

NOTE 1- NEGATIVE UNDERTAKINGS

Negative pledge and Disposals

As set out in clause 11 (*Undertakings by the Chargors*) of the Group Debenture, no Chargor shall do or agree to do any of the following without the prior written consent of the Secured Party

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than as created by the Group Debenture and except for any Permitted Security, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except for a Permitted Disposal or a Permitted Transaction)

Security Assets generally

The Chargor shall

- (a) not, except with the prior written consent of the Secured Party, enter into any onerous or restrictive obligation affecting any Material Security Assets (except as permitted under the Facilities Agreement),
- (b) not do, cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make

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Short particulars	<p>any omission which has such an effect)</p> <p>Real Property undertakings - maintenance</p> <p>(a) The Chargor shall not, except with the prior written consent of the Secured Party (or as permitted under the Facilities Agreement)</p> <p>(i) confer on any person any lease or tenancy of any of the Real Property or accept a surrender of any lease or tenancy (whether independently or under any statutory power),</p> <p>(ii) confer on any person any right or licence to occupy any land or buildings forming part of the Real Property, or</p> <p>(iii) grant any licence to assign or sub-let any part of the Real Property</p> <p>(b) The Chargor shall not do, or permit to be done, anything as a result of which any lease necessary for the operation of the business of the Chargor may be liable to forfeiture or otherwise be determined</p> <p>Operation of Collection Accounts</p> <p>Whilst an Event of Default is continuing, the Chargor shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Collection Account without the prior written consent of the Secured Party and the Secured Party shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p> <p>Operation of Cash Collateral Accounts</p> <p>The Chargor shall not withdraw or attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Cash Collateral Account unless expressly permitted to do so under the Facilities Agreement or with the prior written consent of the Secured Party and the Secured Party shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer</p> <p>NOTE 2: FURTHER ASSURANCE</p> <p>Further Action</p> <p>As set out in clause 20 (<i>Further assurances</i>) of the Group Debenture, the Chargor shall (and the Company shall procure that the Chargor shall) at its own expense, immediately do all acts and execute all documents as the Secured Party or a Receiver may reasonably specify (and in such form as the Secured Party or a Receiver may reasonably require) for</p> <p>(a) creating, perfecting or protecting the Security intended to be created by the Group Debenture or any other Transaction Security Document,</p> <p>(b) facilitating the realisation of any Security Asset,</p> <p>(c) facilitating the exercise of any rights, powers and remedies exercisable by the Secured Party or any Receiver or Delegate in respect of any Security Asset or provided by or pursuant to any document</p>	

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with the Secured Party or by law, or

- (d) creating and perfecting Security in favour of the Secured Party over any property and assets of such Chargor located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be created by or pursuant to the Group Debenture or any other Transaction Security Document

This includes

- (i) the re-execution of the Group Debenture or such Transaction Security Document,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Secured Party or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Secured Party may think expedient but excludes the provision of a legal mortgage over any aircraft prior to the Debenture Security becoming enforceable

Finance Documents

The Chargor shall (and the Company shall procure that each member of the Group shall) take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Secured Party

Specific security

Without prejudice to the generality of clause 20 1 (*Further action*) of the Group Debenture, the Chargor will immediately upon request by the Secured Party execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Group Debenture (including any fixed security arising or intended to arise pursuant to clause 6 (*Conversion of floating charge*) of the Group Debenture)

NOTE 3: RECEIVERS

The Group Debenture contains the power for the Secured Party to appoint a Receiver of all or any part of the Security Assets of the Chargor

NOTE 4 POWER OF ATTORNEY

As set out in clause 21 (*Power of Attorney*) of the Group Debenture, the Chargor, by way of security, irrevocably and severally appoints the Secured Party, each Receiver and any Delegate to be its attorney to take any action whilst an Event of Default is continuing or enforcement of the Debenture Security has occurred which such Chargor is obliged to take under the Group Debenture, including under clause 20 (*Further assurances*) of the Group Debenture or, if no Event of Default is continuing, which such Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under clause 21 of the Group Debenture

Definitions

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Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>"Acceptable Bank" means</p> <p>(a) a bank or financial institution which has a rating for its long-term unsecured and non credit-enhanced debt obligations of A1 or higher by Standard & Poor's Rating Services or by Fitch Ratings Ltd or A3 or higher by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency,</p> <p>(b) the Lender, or</p> <p>(c) any other bank or financial institution approved by the Lender,</p> <p>"Accession Deed" means a document substantially in the form set out in schedule 5 (<i>Form Of Accession Deed</i>) of the Facilities Agreement,</p> <p>"Accounting Principles" means generally accepted accounting principles in the United Kingdom including IFRS,</p> <p>"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 26 (<i>Changes to the Obligors</i>) of the Facilities Agreement,</p> <p>"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with clause 26 (<i>Changes to the Obligors</i>) of the Facilities Agreement,</p> <p>"Affiliates" means, in relation to any person, Subsidiary of that person or a Holding Company of that person or any other Subsidiary or Holding Company,</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility,</p> <p>"Ancillary Facility" means any ancillary facility made available by the Lender in accordance with clause 6 (<i>Ancillary Facilities</i>) of the Facilities Agreement,</p> <p>"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (<i>Security assignments</i>) of the Group Debenture and repeated above at clause 1.2,</p> <p>"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p>"Borrower" means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with clause 26 (<i>Changes to the Obligors</i>) of the Facilities Agreement,</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London,</p> <p>"Cash Collateral Accounts" means each</p> <p>(a) Mandatory Prepayment Account, and</p> <p>(b) each Holding Account;</p> <p>"Cash Equivalent Investments" means at any time</p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,</p> <p>(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,</p> <p>(c) commercial paper not convertible or exchangeable to any other security</p> <p>(i) for which a recognised trading market exists,</p> <p>(ii) issued by an issuer incorporated in the United States of America, the United Kingdom, any member state of the European Economic Area or any Participating Member State,</p> <p>(iii) which matures within one year after the relevant date of calculation, and</p> <p>(iv) which has a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating,</p> <p>(d) any investment in money market funds which (A) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (B) which invest substantially all their assets in securities of the types described in paragraphs (a) to (c), and (C) can be turned into cash on not more than 30 days' notice, or</p> <p>(e) any other debt security approved by the Lender,</p> <p>in each case, to which any Obligor is alone (or together with other Obligors beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Security Documents),</p> <p>"Change of Control" means any person (other than the Senior Manager) or group of persons acting in concert gains direct or indirect control of the Company For the purposes of this definition</p> <p>(a) "control" of the Company means</p> <p>(i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to</p> <p>(A) cast, or control the casting of, more than 50 per cent of the maximum number of votes that might be cast at a general meeting of the Company, or</p> <p>(B) appoint or remove all, or the majority, of the directors or other equivalent officers of the Company, or</p> <p>(C) give directions with respect to the operating and financial policies of the Company with which the directors or other equivalent officers of the Company are obliged to</p>	

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comply, and/or

(ii) the holding beneficially of more than 50 per cent of the issued share capital of the Company (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital),

(b) "acting in concert" means, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition directly or indirectly of shares in the Company, either directly or indirectly, to obtain or consolidate control of the Company,

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"Charged Securities" means

(a) the securities specified in part 2 of schedule 2 (Details of Security Assets) of the Group Debenture (being none as at the date of the Group Debenture), and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Group Debenture) now or in future owned (legally or beneficially) by the Chargor or held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Chargor has an interest at any time,

"Collection Account" has the meaning given to that term in clause 11 8(a)(iii) of the Group Debenture and includes the following

Collection Accounts				
Account Holder	Account Type	Account Number	Account Bank	Account bank branch address and sort code
Eastern Airways (UK) Limited	Corporate Reward Current Account	10024414	Santander UK plc	09-02-22
Eastern Airways (UK) Limited	Corporate Bonus Deposit Account	10024401	Santander UK plc	09-02-22

"Compliance Certificate" means a certificate substantially in the form set out in schedule 7 (*Form of Compliance Certificate*) of the Facilities Agreement,

"Curable Default" has the meaning given to that term in clause 22 4 (*Equity Cure*) of the Facilities Agreement,

"Debenture Accession Deed" means an accession deed substantially in the form set out in schedule 6 (*Form Of Accession Deed*) of the Group Debenture,

"Debenture Security" means the Security created or evidenced by or pursuant to the Group Debenture or any Debenture Accession Deed,

"Default" means an Event of Default or any event or circumstance specified in clause 24 (*Events of Default*) of the Facilities Agreement which would (with the expiry of a grace period, the giving of notice, the making of

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any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default,

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Secured Party,

"EAIL" means Eastern Airways International Limited (company number 04082547),

"EBIT" means, in respect of any Relevant Period, the consolidated operating profit of the Group before taxation (excluding the results from discontinued operations)

(a) **before deducting** any interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalised by any member of the Group (calculated on a consolidated basis) in respect of that Relevant Period,

(b) **not including** any accrued interest owing to any member of the Group,

(c) **before taking into account** any Exceptional Items,

(d) **before deducting** any Acquisition Costs,

(e) **after deducting** the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests,

(f) **before taking into account** any unrealised gains or losses on any derivative instrument or financial instrument (other than any derivative instrument which is accounted for on a hedge accounting basis),

(g) **before taking into account** any gain or loss arising from an upward or downward revaluation of any other asset,

(h) **before taking into account** any Pension Items, and

(i) **excluding** the charge to profit represented by the expensing of stock options,

(j) in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of the Group before taxation,

"EBITDA" means in respect of any Relevant Period, EBIT for that Relevant Period **after adding back** any amount attributable to the amortisation, depreciation or impairment of assets of members of the Group (and taking no account of the reversal of any previous impairment charge made in that Relevant Period),

"Event of Default" means any event or circumstance specified as such in clause 24 (*Events of Default*) of the Facilities Agreement,

"Exceptional Items" means any material items of an unusual or non-recurring nature which represent gains or losses including, but not limited to, those arising on

(a) the restructuring of the activities of an entity and reversals of any provisions for the cost of restructuring,

(b) disposals, revaluations or impairment of non-current assets, and

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Short particulars	<p>(c) disposals of assets associated with discontinued operations,</p> <p>"Excluded Subsidiary" means Eastern Airways IoM Limited and any other Subsidiary of the Company designated as an Excluded Subsidiary in writing by the Lender and the Company, provided always that if the gross assets, net assets and turnover (in each case calculated on an unconsolidated basis and excluding all intra-group items and investments in Subsidiaries of any member of the Group) of any Excluded Subsidiary represents 5 per cent or more of EBITDA (as defined in clause 22 (<i>Financial covenants</i>) of the Facilities Agreement), consolidated gross assets, consolidated net assets and consolidated turnover of the Group, it shall cease to be an Excluded Subsidiary,</p> <p>"Facilities Agreement" means the term and revolving facilities agreement dated on or around the date of the Group Debenture between (1) the Company, (2) the companies listed in schedule 1 (as Original Borrowers including the Chargor), (3) the companies listed in schedule 1 (as Original Guarantors including the Chargor), (4) Santander UK plc (as Lender) and (5) Santander UK plc (as Hedge Counterparty),</p> <p>"Finance Document" means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, the Guarantee, any Guarantee Accession Deed, any Hedging Agreement, the Lender Uncommitted Facility Documents, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Lender and Eastern Airways (Europe) Limited,</p> <p>"Finance Lease" means any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease,</p> <p>"Financial Indebtedness" means any indebtedness for or in respect of</p> <p>(a) moneys borrowed and debit balances at banks or other financial institutions,</p> <p>(b) any acceptance under any acceptance credit or bill discounting facility (or dematerialised equivalent),</p> <p>(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument,</p> <p>(d) the amount of any liability in respect of Finance Leases,</p> <p>(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis),</p> <p>(f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account),</p> <p>(g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of (A) an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition or (B) any liabilities of any member of the Group relating to any post-retirement benefit scheme,</p> <p>(h) any amount of any liability under an advance or deferred purchase agreement if (A) one of the primary reasons behind entering into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (B) the agreement is in respect of the supply of</p>

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assets or services and payment is due more than 90 days after the date of supply,

(i) any amount raised under any other transaction (including any forward sale or purchase, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing and classified as borrowings under the Accounting Principles, and

(j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i),

"Financial Year" has the meaning given to that term in clause 22.1 (*Financial definitions*) of the Facilities Agreement,

"Group" means the Company and each of its Subsidiaries for the time being,

"Guarantee" means the composite cross guarantee dated on or about the date of the Group Debenture entered into by the Obligor (including the Chargor) in favour of the Secured Party,

"Guarantee Accession Deed" means a deed of accession to the Guarantee substantially in the form appended to the Guarantee,

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with clause 26 (*Changes to the Obligors*) of the Facilities Agreement,

"Hedge Counterparty" means the Secured Party,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by the Company and the Lender for the purpose of hedging

(a) the types of liabilities and/or risks in relation to the Term Facility which, at the time that that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, this Agreement requires to be hedged, and

(b) any other Treasury Transaction with the Hedge Counterparty which is permitted pursuant to clause 23.28 (*Treasury Transactions*) of the Facilities Agreement or any Lender Uncommitted Facility,

"Holding Account" means an account

(a) held in England and Wales by an Obligor with the Lender,

(b) identified in a letter between Eastern Airways (Europe) Limited and the Lender as a Holding Account, and

(c) subject to Security in favour of the Secured Party which Security is in form and substance satisfactory to the Secured Party,

(as the same may be redesignated, substituted or replaced from time to time),

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,

"IFRS" means international accounting standards within the meaning of IAS Regulation 1606/2002 to the

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Particulars of a mortgage or charge

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extent applicable to the relevant financial statements,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of the Chargor, or in which a Chargor from time to time has an interest including, without limitations the policies of insurance (if any) specified in part 6 of schedule 2 (*Details of Security Assets*) of the Group Debenture (being the following as at the date of the Group Debenture)

Chargor	Policy	Insurer	Policy number
The Chargor	Motor Fleet Insurance	Chaucer Insurance	FMV3807529
The Chargor	Cherished Car Motor Insurance	Towergate Underwriting Cherished Car	0734BW00025/TUCC 006760
The Chargor	Legal Expenses	DAS Legal	T12/5206787
The Chargor	Group Travel	Canopus Underwriting Limited	R05176BZZ
The Chargor	Directors and Officers Liability	Chartis Europe Ltd	38007050
The Chargor	Aviation Traders	Aviva Insurance Limited	23927377CHC/UP958 030473
The Chargor	Airline Insurance	Chartis Insurance UK Ltd	B0433A114426
The Chargor	Aviation War, Hijacking and Others Excess Liability Insurance	Aspen Insurance UK Limited	B0433A114427
The Chargor	Hull War and Allied Perils Insurance	Atrium Insurance Agency Ltd	B0433A114431
The Chargor	Hull Deductible Insurance	XL Services UK Limited	B0433A114441
The Chargor	Commercial Combined	AXA Insurance UK plc	BTCA0627
The Chargor	Group Aircrew Loss of Licence	Hiscox Global Flying	B0433L113537

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Chargor in, or relating to

- any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in part 4 of schedule 2 (*Details of Security Assets*) of the Group Debenture) being none as at the date of the Group Debenture,

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Joint Venture" means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity,</p> <p>"Lender" means the Secured Party,</p> <p>"Lender Uncommitted Facilities" means the bilateral working capital facilities made available by the Lender to the Borrowers pursuant to the Lender Uncommitted Facility Documents,</p> <p>"Lender Uncommitted Facility Documents" means</p> <ul style="list-style-type: none"> (a) the £2,000,000 overdraft facility letter, and (b) the £1,500,000 foreign exchange facility letter, <p>each made between the Lender and the Company (and others),</p> <p>"Mandatory Prepayment Account" means an interest-bearing account</p> <ul style="list-style-type: none"> (a) held in England and Wales by an Obligor with the Lender, (b) identified in a letter between Eastern Airways (Europe) Limited and the Lender as a Mandatory Prepayment Account, (c) subject to Security in favour of the Secured Party which Security is in form and substance satisfactory to the Secured Party, and (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement, <p>(as the same may be redesignated, substituted or replaced from time to time),</p> <p>"Material Security Assets" means all Security Assets with an individual or, where various Security Assets are usually used together, collective market value of £50,000 or above,</p> <p>"Obligor" means a Borrower or a Guarantor,</p> <p>"Original Guarantor" means those companies listed in part 2 of schedule 1 (<i>The Original Obligors</i>) of the Facilities Agreement as Original Guarantors,</p> <p>"Parent" means Eastern Airways Share Plan Limited (company number 06451578),</p> <p>"Participating Member State" means any member state of the European Communities that adopts or has adopted the euro as its lawful currency in accordance with legislation of the European Community relating to Economic and Monetary Union,</p> <p>"Pension Items" means any income or charge attributable to a post-employment benefit scheme other than the current service costs and any past service costs and curtailments and settlements attributable to the scheme,</p> <p>"Permitted Acquisition" means</p> <ul style="list-style-type: none"> (a) an acquisition by a member of the Group of an asset sold, leased, transferred or otherwise disposed of 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>by another member of the Group in circumstances constituting a Permitted Disposal,</p> <p>(b) an acquisition of securities which are Cash Equivalent Investments so long as those Cash Equivalent Investments become subject to the Transaction Security as soon as is reasonably practicable,</p> <p>(c) an acquisition by an Obligor, for cash consideration, of (A) all of the issued share capital of a limited liability company or (B) (if the acquisition is made by a limited liability company whose sole purpose is to make the acquisition) a business or undertaking carried on as a going concern, but only if</p> <p>(i) no Default is continuing on the closing date for the acquisition or would occur as a result of the acquisition,</p> <p>(ii) the acquired company, business or undertaking is incorporated or established, is engaged in a business substantially the same as that carried on by the Group,</p> <p>(iii) the acquired company, business or undertaking is not incorporated or established in, and does not carry on or engage in any business or transaction involving (directly or indirectly) any of, any of Sudan, South Sudan, Iran, Myanmar (Burma), Cuba, North Korea, Syria or Libya (or to the extent that it is, the Lender has been provided with sufficient details of such business or transaction as the Lender may require to satisfy any sanctions-related laws, regulations or requirements to which it is subject),</p> <p>(iv) the consideration (including associated costs and expenses) for the acquisition and any Financial Indebtedness or other assumed actual or contingent liability, in each case remaining in the acquired company (or any such business) at the date of acquisition (when aggregated with the consideration (including associated costs and expenses) for any other Permitted Acquisition and any Financial Indebtedness or other assumed actual or contingent liability, in each case remaining in any such acquired companies or businesses at the time of acquisition does not in any Financial Year of the Company exceed in aggregate £2,000,000 or its equivalent, and</p> <p>(v) no acquired company is, immediately prior to the acquisition, a member of any occupational pension scheme which is not a money purchase scheme and which is not funded in accordance with the minimum funding requirement (as defined in section 56 of Pensions Act 1995) or the statutory funding objective under section 222 of the Pensions Act 2004,</p> <p>(d) an acquisition of shares or securities pursuant to a Permitted Share Issue,</p> <p>(e) any other acquisition to which the Lender has given its prior written consent</p> <p>Any acquisition will only be permitted under paragraph (c) if the Company has delivered to the Lender not later than 10 Business Days before legally committing to make such acquisition a certificate signed by two directors of the Company to which is attached a copy of the latest audited accounts (or, if not available, management accounts) of the target company or business</p> <p>Such certificate must give calculations showing in reasonable detail that</p> <p>(A) the Company would have remained in compliance with its obligations under clause 22 (<i>Financial covenants</i>) of the Facilities Agreement if the covenant tests were recalculated for the Relevant Period ending on the most recent Quarter Date consolidating the financial statements of the target company (consolidated if it has Subsidiaries) or business with the financial statements of the Group for such</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>period on a pro forma basis and as if the consideration for the proposed acquisition had been paid at the start of that Relevant Period,</p> <p>(B) the Company will (based on fair projections and reasonable assumptions) remain in compliance with its obligations under clause 22 (<i>Financial covenants</i>) of the Facilities Agreement for all Relevant Periods ending within the 12 month period following the proposed date of the acquisition and taking the acquisition into account, and</p> <p>(C) the target company, business or undertaking had positive EBITDA for the period covered by its accounts,</p> <p>"Permitted Disposal" means any sale, lease, licence, transfer or other disposal which, except in the case of paragraph (b), is on arm's length terms</p> <p>(a) of trading stock or cash made by any member of the Group in the ordinary course of trading of the disposing entity,</p> <p>(b) of any asset by a member of the Group (the "Disposing Company") to another member of the Group (the "Acquiring Company"), but if</p> <p>(i) the Disposing Company is an Obligor, the Acquiring Company must also be an Obligor,</p> <p>(ii) the Disposing Company had given Security over the asset, the Acquiring Company must give equivalent Security over that asset, and</p> <p>(iii) the Disposing Company is a Guarantor, the Acquiring Company must be a Guarantor guaranteeing at all times an amount no less than that guaranteed by the Disposing Company,</p> <p>(c) of assets (other than shares, businesses, Real Property/Intellectual Property) in exchange for other assets comparable or superior as to type, value and quality,</p> <p>(d) of obsolete or redundant vehicles, plant and equipment for cash,</p> <p>(e) of Cash Equivalent Investments for cash or in exchange for other Cash Equivalent Investments,</p> <p>(f) constituted by a licence of intellectual property rights permitted by clause 23 24 (<i>Intellectual Property</i>) of the Facilities Agreement,</p> <p>(g) arising as a result of any Permitted Security, and</p> <p>(h) of assets (other than shares or aircraft) for cash where the higher of the market value and net consideration receivable (when aggregated with the higher of the market value and net consideration receivable for any other sale, lease, licence, transfer or other disposal not allowed under the preceding paragraphs or as a Permitted Transaction) does not exceed £1,000,000 (or its equivalent) in any Financial Year of the Company,</p> <p>(i) to a joint venture which is a Permitted Joint Venture for consideration not less than market value of the assets,</p> <p>(j) of up to two aircraft in any Financial Year for cash provided that</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(i) no Default is continuing or would result from that sale, lease, licence or other disposal, and</p> <p>(ii) the consideration for that sale, lease, licence or other disposal is not less than the market value of the relevant aircraft,</p> <p>"Permitted Financial Indebtedness" means Financial Indebtedness</p> <p>(a) to the extent covered by a letter of credit, guarantee or indemnity issued under an Ancillary Facility,</p> <p>(b) arising under a Permitted Loan or a Permitted Guarantee or as permitted by clause 23 28 (<i>Treasury Transactions</i>) of the Facilities Agreement,</p> <p>(c) of any person acquired by a member of the Group after the date of the Facilities Agreement which is incurred under arrangements in existence at the date of acquisition, but not incurred or increased or having its maturity date extended in contemplation of, or since, that acquisition, and outstanding only for a period of three months following the date of acquisition,</p> <p>(d) under finance or capital leases of vehicles, plant, equipment or computers with an aggregate value not exceeding those in existence at the date of the Facilities Agreement and disclosed to the Lender prior to the date of the Facilities Agreement provided that the Financial Indebtedness under any individual lease from the date of the Facilities Agreement shall not exceed £1,000,000,</p> <p>(e) under finance or capital leases of vehicles, plant, equipment or computers entered into after the date of the Facilities Agreement and not permitted under paragraph (d), provided that the aggregate Financial Indebtedness outstanding under such finance or capital leases does not exceed £1,000,000 (or its equivalent in other currencies) at any time,</p> <p>(f) under any other lease which would have been an operating leases in accordance with the Accounting Principles as at the date of the Facilities Agreement,</p> <p>(g) arising under guarantees issued by National Westminster Bank plc to (i) BP or its Affiliates in connection with the purchase of fuel by the Group and (ii) Trident or its Affiliates in connection with aircraft leasing by the Group disclosed to the Lender prior to the date of the Facilities Agreement,</p> <p>(h) any deferred consideration in connection with a Permitted Acquisition, and</p> <p>(i) not permitted by the preceding paragraphs or as a Permitted Transaction and the outstanding principal amount of which does not exceed £100,000 (or its equivalent) in aggregate for the Group at any time,</p> <p>"Permitted Guarantee" means</p> <p>(a) any guarantee given by a member of the Group in favour of an Obligor,</p> <p>(b) any guarantee of a Permitted Joint Venture,</p> <p>(c) any guarantee of an entity acquired as a Permitted Acquisition provided that such guarantee, if not permitted by any other part of this definition, is discharged within 3 months of the Permitted Acquisition,</p> <p>(d) the endorsement of negotiable instruments in the ordinary course of business,</p>	

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Particulars of a mortgage or charge

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- (e) any performance or similar bond guaranteeing performance by a member of the Group under any contract entered into in the ordinary course of trade,
- (f) any guarantee permitted under clause 23 19 (*Financial Indebtedness*) of the Facilities Agreement,
- (g) any guarantee given in respect of the netting or set-off arrangements permitted pursuant to paragraph (b) of the definition of "**Permitted Security**",
- (h) any guarantee not permitted by the preceding paragraphs, provided that the aggregate principal of liabilities does not exceed £100,000 at any time,

"**Permitted Joint Venture**" means any investment in any Joint Venture where

- (a) the Group's investment in the Joint Venture is made by an Obligor that has created Transaction Security over its investment in that Joint Venture (including any partnership interest, shares, loans or other investment made in that Joint Venture),
- (b) the Joint Venture is engaged in a business substantially the same as that carried on by the Group,
- (c) the Joint Venture is not incorporated or established in, and does not carry on or engage in any business or transaction involving (directly or indirectly) any of, Sudan, South Sudan, Iran, Myanmar (Burma), Cuba, North Korea, Syria or Libya (or to the extent that it is or does, the Lender has been provided with sufficient details of such Joint Venture, business or transaction as the Lender may require to satisfy any sanctions-related laws, regulations or requirements to which it is subject),
- (d) in any financial year of the Company, the aggregate (the "**Joint Venture Investment**") of
 - (i) all amounts subscribed for shares in, lent to, or invested in all such Joint Ventures by any member of the Group,
 - (ii) the contingent liabilities of any member of the Group under any guarantee given in respect of the liabilities of any such Joint Venture, and
 - (iii) the market value of any assets transferred by any member of the Group to any such Joint Venture,
 does not exceed £1,000,000 (or its equivalent in other currencies), and
- (e) the investment is not otherwise permitted by the preceding paragraphs and the Lender has given its prior written consent to the making of such investment,

"**Permitted Loan**" means

- (a) any trade credit extended by any member of the Group to its customers on normal commercial terms and in the ordinary course of its trading activities,
- (b) Financial Indebtedness which is referred to in the definition of, or otherwise constitutes, "**Permitted Financial Indebtedness**" (except under paragraph (a) of that definition),
- (c) a loan made by an Obligor to another Obligor (where both companies are incorporated in England and Wales) or made by a member of the Group which is not an Obligor to another member of the

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Particulars of a mortgage or charge

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Group,

- (d) any loan made by an Obligor to a member of the Group which is not an Obligor so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed £100,000 (or its equivalent) at any time,
- (e) any loan made to a Permitted Joint Venture,
- (f) any loan made by an Obligor to a member of the Wider Group so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed £13,000,000 (or its equivalent) at any time and which shall include the outstanding £6,000,000 and £6,200,000 loans to the Wider Group on or about the date of the Facilities Agreement, and
- (g) any loan (other than a loan made by a member of the Group to another member of the Group) so long as the aggregate amount of the Financial Indebtedness under any such loans does not exceed £50,000 (or its equivalent) at any time,

so long as in the case of paragraphs (c) and (d), the creditor of such Financial Indebtedness shall (if it is an Obligor) grant security over its rights in respect of such Financial Indebtedness in favour of the Secured Parties on terms acceptable to the Lender,

"Permitted New Equity Issue" means the issue of ordinary shares by the Company to the Parent paid for in full in cash upon issue provided such shares may only be issued to remedy a Curable Default (as defined in clause 22.4 (*Equity Cure*) of the Facilities Agreement in accordance with clause 22.4 (*Equity Cure*) of the Facilities Agreement and any Security over such shares is, if required by the Lender pursuant to the Transaction Security Documents, perfected,

"Permitted Security" means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the Group,
- (b) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the Group which are not Obligors,
- (c) any payment or close out netting or set-off arrangement pursuant to any Treasury Transaction or foreign exchange transaction entered into by a member of the Group which constitutes Permitted Financial Indebtedness, excluding any Security or Quasi-Security under a credit support arrangement,
- (d) any Security or Quasi-Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the Group,
- (e) any Quasi-Security arising as a result of a disposal which is a Permitted Disposal,

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(f) any Security or Quasi-Security arising as a consequence of any finance or capital lease permitted pursuant to paragraph (d) of the definition of "Permitted Financial Indebtedness",</p> <p>(g) the security listed at schedule 9 (<i>Permitted Security</i>) of the Facilities Agreement, or</p> <p>(h) any Security securing indebtedness the outstanding principal amount of which (when aggregated with the outstanding principal amount of any other indebtedness which has the benefit of Security given by any member of the Group other than any permitted under paragraphs (a) to (g)) does not exceed £250,000 (or its equivalent in other currencies),</p> <p>"Permitted Share Issue" means</p> <p>(a) ordinary shares by the Company to the Parent, paid for in full in cash upon issue and which by their terms are not redeemable and where (i) such shares are of the same class and on the same terms as those initially issued by the Company and (ii) such issue does not lead to a Change of Control of the Company,</p> <p>(b) shares by a member of the Group which is a Subsidiary (other than the Excluded Subsidiary) to its immediate Holding Company where (if the existing shares of the Subsidiary are the subject of the Transaction Security) the newly-issued shares also become subject to the Transaction Security on the same terms, and</p> <p>(c) a Permitted New Equity Issue,</p> <p>"Permitted Transaction" means</p> <p>(a) any disposal required, Financial Indebtedness incurred, guarantee, indemnity or Security or Quasi-Security given, or other transaction arising, under the Finance Documents,</p> <p>(b) the solvent liquidation or reorganisation of any member of the Group which is not an Obligor so long as any payments or assets distributed as a result of such liquidation or reorganisation are distributed to other members of the Group, or</p> <p>(c) transactions (other than (A) any sale, lease, licence, transfer or other disposal and (B) the granting or creation of Security or the incurring or permitting to subsist of Financial Indebtedness) conducted in the ordinary course of trading on arm's length terms,</p> <p>"Quarter Date" has the meaning given to that term in clause 22 1 (<i>Financial definitions</i>) of the Facilities Agreement,</p> <p>"Quasi-Security" has the meaning given to that term in clause 23 13 (<i>Negative pledge</i>) of the Facilities Agreement,</p> <p>"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which the Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in part 1 of schedule 2 (<i>Details of Security Assets</i>) of the Group Debenture, being none or at the date of the Group Debenture), together with</p> <p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,</p>	

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Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(b) all easements, rights and agreements in respect thereof, and</p> <p>(c) the benefit of all covenants given in respect thereof,</p> <p>"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <p>(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and</p> <p>(b) all proceeds of any of the foregoing,</p> <p>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Secured Party under the Group Debenture,</p> <p>"Related Rights" means, in relation to any Charged Security</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,</p> <p>"Relevant Contract" means each agreement specified in part 5 of schedule 2 (<i>Details of Security Assets</i>) of the Group Debenture (being none at the date of the Group Debenture) or specified in any Debenture Accession Deed as a "Relevant Contract", together with each other agreement supplementing or amending or novating or replacing the same,</p> <p>"Relevant Period" has the meaning given to that term in clause 22.1 (<i>Financial definitions</i>) of the Facilities Agreement,</p> <p>"Resignation Letter" means a letter substantially in the form set out in schedule 6 (<i>Form of Resignation Letter</i>) of the Facilities Agreement,</p> <p>"Secured Parties" means the Lender and the Hedge Counterparty from time to time party to the Facilities Agreement and any Receiver or Delegate,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Group Debenture,</p> <p>"Selection Notice" means a notice substantially in the form set out in part 2 of schedule 3 (<i>Requests and Notices</i>) of the Facilities Agreement given in accordance with clause 12 (<i>Interest Periods</i>) of the Facilities Agreement in relation to the Term Facility,</p>	

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Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Senior Manager" means Richard Lake of Charter House, 56 High Street, Sutton Coldfield, West Midlands, B72 1UJ,

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 but for the purposes of section 1159(1) of the Companies Act 2006 a company shall be treated as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security or (b) its nominee,

"Term Facility" means the term loan facility made available under the Facilities Agreement as described in clause 2 1(a)(i) of the Facilities Agreement,

"Transaction Security" means the Security created or expressed to be created in favour of the Lender pursuant to the Transaction Security Documents,

"Transaction Security Documents" means

- (a) each of the documents listed as being a Transaction Security Document in paragraph 2(e) of part 1 of schedule 2 (*Conditions precedent*) of the Facilities Agreement, and
- (b) any document required to be delivered to the Secured Party under paragraph 14 of part 2 of schedule 2 (*Conditions precedent*) of the Facilities Agreement,

together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of, inter alia, the obligations of any of the Obligors under any of the Finance Documents,

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price,

"Utilisation Request" means a notice substantially in the relevant form set out in part 1 of schedule 3 (*Requests and Notices*) of the Facilities Agreement, and

"Wider Group" means EAIL and each of its Subsidiaries (other than members of the Group) from time to time



RX

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3468489
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GROUP DEBENTURE DATED 26
JUNE 2012 AND CREATED BY EASTERN AIRWAYS (UK)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM EACH PRESENT AND FUTURE MEMBER OF THE
GROUP TO EACH PRESENT AND FUTURE SECURED PARTY ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
4 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JULY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES