



**Registration of a Charge**

Company Name: **SPIRIT AEROSYSTEMS (EUROPE) LIMITED**

Company Number: **05663660**



Received for filing in Electronic Format on the: **13/07/2023**

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**Details of Charge**

Date of creation: **07/07/2023**

Charge code: **0566 3660 0001**

Persons entitled: **AIRBUS S.A.S.**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PILLSBURY WINTHROP SHAW PITTMAN LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5663660

Charge code: 0566 3660 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2023 and created by SPIRIT AEROSYSTEMS (EUROPE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th July 2023 .

Given at Companies House, Cardiff on 13th July 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

7 July ~~June~~ 2023

**DEBENTURE**

BETWEEN

**SPIRIT AEROSYSTEMS (EUROPE) LIMITED**  
AS ORIGINAL CHARGOR

AND

**AIRBUS SAS**  
AS SECURITY RECIPIENT

I certify that, save for material  
redacted pursuant to s.859B of the  
Companies Act 2006, this copy instrument  
is a correct copy of the original  
instrument.

Pillsbury Winthrop Shaw  
Pittman LLP

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This DEBENTURE is dated 7 July ~~June~~ 2023

**BETWEEN:**

- (1) **SPIRIT AEROSYSTEMS (EUROPE) LIMITED**, a company incorporated in England with registered address at Tower Bridge House, St Katharine's Way, London, E1W 1AA and registered number 05663660 (the "Original Chargor"); and
- (2) **AIRBUS S.A.S.**, a Société par Actions Simplifiée incorporated under the laws of France, registered under the number 383 474 814 RCS Toulouse, with its registered office at 2 Rond Point Emile Dewoitine, 31700 Blagnac (the "Security Recipient").

**BACKGROUND:**

- (A) The Original Chargor has entered into certain Master Supply Agreements and Work Package Agreements (each as defined below) with the Security Recipient.
- (B) The Original Chargor and the Security Recipient have entered into a memorandum of agreement dated on or about the date of this Debenture (the "Memorandum of Agreement") for the purpose of amending the payment terms applicable to certain Master Supply Agreements and Work Package Agreements (the "Transaction").
- (C) Each of the Original Chargor and the Security Recipient is entering into this Debenture in connection with the Transaction.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1. Interpretation**

**1.1 Definitions**

In this Debenture:

"Act" means the Law of Property Act 1925.

"Additional Chargor" means any company within the Spirit AeroSystems Group which becomes a party to the Memorandum of Agreement in accordance with its terms and which becomes a Chargor by executing a Deed of Accession.

"Assigned Assets" means those Security Assets assigned or purported to be assigned pursuant to Clause 4 (Assignments).

"Assigned Contracts" means the Work Package Agreements and Master Supply Agreements.

"Authorisations" means an authorisation, consent approval, resolution, licence, exemption, filing, notarisation or registration.

**"Business Day"** means a day (other than a Saturday or a Sunday) on which banks are generally open for the full range of (non-automated) banking business in London or Edinburgh.

**"Chargor"** means the Original Chargor and each Additional Chargor.

**"Deed of Accession"** means a deed substantially in the form of Schedule 2 (*Form of Deed of Accession*) or in such other form as may be agreed by the Security Recipient.

**"Discharge Date"** means the date on which all the Secured Obligations have been irrevocably paid in full.

**"Enforcement Event"** means an Event of Default has occurred and is continuing.

**"Event of Default"** means any Default Event (as such term is defined in the Memorandum of Agreement).

**"Item"** means, in relation to any Work Package Agreement, an "Item" as such term is defined under each Work Package Agreement at any Relevant Location.

**"Master Supply Agreements"** has the meaning given to that term in the Memorandum of Agreement.

**"Memorandum of Agreement"** has the meaning given to it in Recital B.

**"Party"** means a party to this Debenture.

**"Plant and Machinery"** means, in relation to any Chargor, any Item under a Work Package Agreement (including any partially completed Item and any constituent parts of any Item).

**"Receiver"** means a receiver and manager or any other receiver of all or any of the Security Assets, and shall, where permitted by law, include an administrative receiver in each case, appointed under this Debenture.

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights and benefits under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset;
- (d) any monies, proceeds, dividends or other distributions paid or payable in respect of that asset; and
- (e) any rights or monies accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference in respect of that asset.

**"Relevant Location"** means the locations listed in Exhibit A and any other location jointly designated in writing by the Chargor and the Security Recipient from time to time.

**"Relevant Supply Contracts"** means the Work Package Agreements and the Master Supply Agreements and any other agreement designated in writing as a "Relevant Supply Contract" by the Security Recipient from time to time, together in each case with any Related Rights.

**"Secured Obligations"** means all monies from time to time due or owing, and all obligations and other actual or contingent liabilities from time to time incurred, by any Chargor to the Security Recipient under the Memorandum of Agreement:

- (a) in whatever currency;
- (b) whether due, owing or incurred alone or jointly with others or as principal, surety or otherwise; and
- (c) including monies and liabilities purchased by or transferred to the Security Recipient,

but excluding any money, obligation or liability which would cause the covenant set out in Clause 2.1 (*Covenant to pay*) or the security which would otherwise be constituted by this Debenture to be unlawful or prohibited by any applicable law or regulation.

**"Security"** means a mortgage, standard security, charge, pledge, assignation in security, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Assets"** means all the assets, rights, title, interests and benefits of each Chargor the subject of, or expressed to be subject to this Debenture.

**"Security Period"** means the period beginning on the date of this Debenture and ending on the date on the Discharge Date.

**"Spirit AeroSystems Group"** means Spirit AeroSystems, Inc. and its Subsidiaries.

**"Subsidiaries"** means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

**"Transaction"** has the meaning given to it in Recital (B).

**"Work Package Agreements"** has the meaning given to it in the Memorandum of Agreement.

## 1.2 Construction

- (a) All security made with "full title guarantee" is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) Unless the context otherwise requires, a reference to a Security Asset includes any part of that Security Asset, any proceeds of that Security Asset and any present and future asset of that type.

- (c) Any reference in this Debenture to the Memorandum of Agreement or any other agreement or other document shall be construed as a reference to the Memorandum of Agreement or that other agreement or document as the same may have been, or may from time to time be restated, varied, amended, supplemented, substituted, novated or assigned.
- (d) "assets" includes present and future properties, revenues, rights and other assets of every description;
- (e) the "Chargors" includes a reference to any one or more of them as well as a reference to all of them;
- (f) a "disposal" includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly);
- (g) the masculine, feminine or neuter gender respectively includes the other genders and the singular includes the plural (and *vice versa*);
- (h) "including" means "including without limitation" (with related words being construed accordingly), "in particular" means "in particular but without limitation" and other general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
- (i) a Party or other particular person includes its successors in title (including in the case of the Security Recipient any successor Security Recipient), permitted assignees and permitted transferees in accordance with their respective interests;
- (j) a "person" includes any individual, firm, company or other corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of them;
- (k) a provision of law is to that provision as amended, re-enacted or replaced from time to time and includes any subordinated legislation in force under it from time to time;
- (l) a "Recital" is to a statement made under the heading "Background" above and any reference to a "Clause" or to a "Schedule" is to a clause of or a schedule to this Debenture (as the case may be);
- (m) a "right" includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future. Any reference to a Chargor's rights in any document or asset (or any type or category of documents or assets) includes any rights that it holds from time to time in, to, under, in respect of or derived from that document or asset (or any document or asset of that type or in that category); and
- (n) this Debenture includes the Recitals and Schedules and any Accession Deed, which form part of this Debenture for all purposes.

### **1.3 Third Party Rights**

- (a) Unless expressly provided to the contrary in this Debenture, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 (the "Third Parties Acts") to enforce or enjoy the benefit of any term of this Debenture.
- (b) Notwithstanding any term of the Memorandum of Agreement, the consent of any person who is not a party is not required to vary, rescind or terminate this Debenture at any time.
- (c) Any Receiver may, subject to this Clause 1.3 and the Third Parties Acts, rely on any Clause of this Debenture which expressly confers rights on it.

### **2. Covenant to Pay**

Each Chargor shall, as primary obligor and not only as a surety, on demand, pay to the Security Recipient and discharge the Secured Obligations when they become due in accordance with the Memorandum of Agreement.

### **3. Fixed Charges**

- (a) Each Chargor with full title guarantee, and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Security Recipient by way of first fixed charge, all its present and future right, title and interest in:
  - (i) all Plant and Machinery; and
  - (ii) to the extent that any of the Assigned Assets are not effectively assigned under Clause 4 (Assignments), or such rights have been effectively assigned but such assignment has not been perfected by the service of the appropriate notice, by way of first fixed charge, those Assigned Assets.
- (b) The Plant and Machinery charged as at the date of this Debenture is located at the Relevant Locations set out in Exhibit A hereto.

### **4. Assignments**

- 4.1 Each Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, assigns absolutely (subject to a proviso for reassignment on redemption) to the Security Recipient all its present and future right, title and interest in and to and the benefit of the Assigned Contracts.
- 4.2 For the avoidance of doubt, each Chargor will remain at all times liable in respect of all of its obligations under each Assigned Contract and the Security Recipient will be under no obligation or liability under or in respect of those Assigned Contracts.

## **5. Floating Charge**

### **5.1 Creation**

Each Chargor with full title guarantee and as continuing security for the payment and discharge of all Secured Obligations, charges in favour of the Security Recipient by way of first floating charge, the Security Assets, both present and future not otherwise effectively mortgaged, charged or assigned by Clause 3 (*Fixed Charges*) or Clause 4 (*Assignments*) but excluding from the foregoing exception all of the Security Assets both present and future situated in Scotland or the rights to which are governed by Scots law, all of which are charged by the floating charge created by this Clause 5.1. The floating charge created hereunder shall be deferred in point of priority to all fixed security validly and effectively created by each Chargor in favour of the Security Recipient as security for the Secured Obligations.

### **5.2 Conversion by Notice**

The Security Recipient may convert the floating charge created by any Chargor over all or any of its assets into a fixed charge by notice in writing to that Chargor specifying the relevant Security Assets (either generally or specifically):

- (a) If an Enforcement Event has occurred and is continuing;
- (b) If the Security Recipient reasonably considers those Security Assets to be in danger of being seized or sold under any form of distress, attachment, extension or other legal process, or to be otherwise in jeopardy; or
- (c) If the Security Recipient reasonably considers it is necessary or desirable in order to protect the priority, value or enforceability of the Security created or intended to be created by this Debenture.

### **5.3 No Waiver**

Any notice given by, or on behalf of the Security Recipient under Clause 5.2 (*Conversion by Notice*) above in relation to an asset shall not be construed as a waiver or abandonment of the Security Recipient's right to give any other notice in respect of any other asset or of any other right of the Security Recipient under this Debenture.

### **5.4 Automatic Conversion**

- (a) The floating charge created under this Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge (without notice) over the Security Assets of each Chargor:
  - (i) if a Chargor breaches Clause 8 (*Negative Pledge and disposals*) or attempts to do so;
  - (ii) upon the convening of a meeting of the members of a Chargor to consider a resolution to wind up that Chargor;

- (iii) if an administrator is appointed or the Security Recipient receives notice of an intention to appoint an administrator;
  - (iv) upon the presentation of a petition to wind up a Chargor; or
  - (v) if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any Security Asset.
- (b) Subject to paragraph (c) below, the floating charge created under this Debenture may not be converted into a fixed charge solely by reason of:
- (i) the obtaining of a moratorium; or
  - (ii) anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- (c) Paragraph (b) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

## **6. Representations and Warranties - General**

Each Chargor represents and warrants to the Security Recipient that:

### **6.1 Status**

It is duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

### **6.2 Binding obligations and security**

- (a) This Debenture is its legal, valid and binding obligation and is enforceable against it in accordance with its terms.
- (b) This Debenture creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

### **6.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, this Debenture do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or other document binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such agreement or other document.

**6.4 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Debenture and the transactions contemplated by it.

**6.5 Validity and admissibility into evidence**

All Authorisations required to:

- (a) enable it lawfully to enter into, exercise its rights and comply with its obligations under this Debenture; and
- (b) make this Debenture admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect, except for any registrations and filings referred to in Clause 6.6 (*No Filing or Stamp Taxes*) below.

**6.6 No stamp taxes**

No stamp registration duty or similar tax or charge is payable under the laws of its jurisdiction of incorporation in respect of this Debenture.

**6.7 Good Title to Assets**

It is the sole legal and beneficial owner of all of the respective assets over which it purports to grant Security in this Debenture, free from any other Security.

**6.8 Times for Making Representations and Warranties**

The representations and warranties set out in this Debenture are made by each Chargor on the date of this Debenture (or in the case of a Deed of Accession, on the date of that Deed of Accession).

**7. Further Assurances**

**7.1 General**

Each Chargor shall at its own expense promptly do all such acts or execute all such documents (including assignments, assignations in security, transfers, mortgages, standard securities, charges, notices and instructions) as the Security Recipient or a Receiver may reasonably specify (and in such form as the Security Recipient or Receiver (as the case may be) may reasonably require in favour of the Security Recipient or its nominee(s)):

- (a) to create, perfect, protect or preserve the Security created or intended to be created under this Debenture (including without limitation, the re-execution of this Debenture, the execution of any mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security created or intended to be created by this Debenture) and the giving of any notice, order or direction and the making of any filing or registration, or for the

exercise of any rights, powers and remedies of the Security Recipient or any Receiver provided by or pursuant to the Memorandum of Agreement or by law;

- (b) to confer on the Security Recipient and/or perfect, Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to this Debenture; and/or
- (c) to facilitate the realisation of the Security Assets.

## **7.2 Necessary Action**

Each Chargor shall take all such reasonable 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 Security Recipient by or pursuant to this Debenture.

## **8. Negative pledge and disposals**

No Chargor may:

- (a) create or purport to create or permit to exist any Security over any of its Security Assets other than for the benefit of the Security Recipient under any Relevant Supply Contract;
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily, dispose of or purport to dispose of all or any part of its Security Assets except to the Security Recipient under any Relevant Supply Contract; or
- (c) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Security Recipient of the Security created or intended to be created by this Debenture.

## **9. Plant and Machinery**

### **9.1 Maintenance**

Each Chargor shall keep its Plant and Machinery in good repair and in good working order and condition and shall, subject to the availability or the type of insurance and the commercial reasonableness of the terms by the standards generally applied to comparable businesses, maintain with financially sound and reputable insurance companies, insurances on all insurable Plant and Machinery in at least such amounts and against at least such risks as are usually insured against in the same general area by companies of established repute engaged in the same or similar business.

### **9.2 Nameplates**

Each Chargor shall promptly take any action which the Security Recipient may reasonably require to evidence the interest of the Security Recipient in its Plant and Machinery including affixing a nameplate on its Plant and Machinery in a prominent position stating

that such Plant and Machinery is charged in favour of the Security Recipient and must not be disposed of without the prior consent of the Security Recipient.

**10. Assigned Contracts**

**10.1 Assigned Contract Undertakings**

Each Chargor shall:

- (a) duly and promptly perform its obligations under each of any Assigned Contracts; and
- (b) provide, as soon as reasonably practicable upon receipt, the Security Recipient and any Receiver with copies of any Assigned Contract and any material information, documentation or notices relating to any of such documents as requested by the Security Recipient or any Receiver.

**10.2 Rights**

- (a) Subject to the rights of the Security Recipient under paragraph (b) below, each Chargor shall diligently pursue its rights under each of its Assigned Contracts.
- (b) After the occurrence of an Enforcement Event which is continuing, the Security Recipient may exercise (without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by a Chargor) any of that Chargor's rights under its Assigned Contracts.

**10.3 Preservation**

No Chargor may, without the prior consent of the Security Recipient:

- (a) amend or waive any term of, or terminate, any of its Assigned Contracts; or
- (b) take any action which might jeopardise the existence or enforceability of any of its Assigned Contracts.

**10.4 Notices of Assignment**

On the date of this Debenture:

- (a) the Original Chargor hereby gives notice to each of the other parties to the Assigned Contracts, to which such Chargor is party, that by executing this Debenture it has assigned in favour of the Security Recipient as first priority assignee all of its rights in respect of such Assigned Contracts.
- (b) The Security Recipient hereby acknowledges the notice of assignment given by each Chargor.
- (c) At any time that the Security Recipient and the Original Chargor designate a document as an Assigned Contract, each Chargor shall promptly deliver a Notice of Assignment, duly completed, in relation to such document.

- (d) Each Chargor shall use all reasonable endeavours to procure that each addressee of a Notice of Assignment promptly acknowledges that Notice of Security in the form attached to that Notice of Assignment (or in such other form as the Security Recipient may approve).

## **11. When Security becomes Enforceable**

### **11.1 When Enforceable**

The Security created by this Debenture shall become immediately enforceable if an Enforcement Event occurs which is continuing.

### **11.2 Enforcement**

After the occurrence of an Enforcement Event which is continuing, the Security Recipient may in its absolute discretion enforce all or any part of the Security created by this Debenture in such manner as it sees fit.

## **12. Enforcement of Security**

### **12.1 General**

- (a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act as varied or amended by this Debenture) shall be immediately exercisable upon and at any time after the occurrence of an Enforcement Event which is continuing.
- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Debenture.
- (c) Any restriction imposed by law on the power of sale (including under section 103 of the Act) or the right of a mortgagee to consolidate mortgages (including under section 93 of the Act) does not apply to the Security created by this Debenture.
- (d) Any powers of leasing conferred on the Security Recipient by law are extended so as to authorise the Security Recipient to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Recipient may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act).

### **12.2 Appointment of Receiver**

- (a) Except as provided below, the Security Recipient may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) the Security created by this Debenture has become enforceable in accordance with Clause 12.1 (*General*);
  - (ii) any corporate action, legal proceedings, or other formal procedure or step is taken in relation to the administration of a Chargor; or
  - (iii) requested to do so by any Chargor.

- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including an appointment under section 109(1) of the Act) does not apply to this Debenture. If the Security Recipient appoints more than one person as Receiver, the Security Recipient may give those persons power to act either jointly or severally.
- (d) The Security Recipient shall not be entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Security Recipient may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Recipient is prohibited from so doing by section 72A of the Insolvency Act 1986.

### **12.3 Agent of each Chargor**

- (a) A Receiver shall for all purposes be deemed to be the agent of the relevant Chargor. The relevant Chargor is solely responsible for the contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by a Receiver.
- (b) The Security Recipient will not incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### **12.4 Removal and Replacement**

The Security Recipient may by writing under its hand (subject in the case of an administrative receivership, to the provisions of section 45 of the Insolvency Act) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

### **12.5 Remuneration**

The Security Recipient may fix the remuneration of any Receiver appointed by it without the limitations imposed by section 109(6) of the Act.

### **12.6 Relationship with Security Recipient**

To the fullest extent allowed by law, any right, power or discretion conferred by this Debenture (either expressly or impliedly) or by law on a Receiver may, after the Security created by this Debenture becomes enforceable, be exercised by the Security Recipient in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

#### **12.7 No Liability as Mortgagee in Possession**

Neither the Security Recipient nor any Receiver shall, by reason of entering into possession of all or any part of a Security Asset or taking any action permitted by this Debenture, be liable:

- (a) to account as mortgagee in possession or for any loss on realisation; or
- (b) for any default or omission for which a mortgagee in possession might be liable.

#### **12.8 Redemption of Prior Mortgages**

- (a) At any time after the occurrence of an Enforcement Event which is continuing, the Security Recipient may:
  - (i) redeem any prior Security against any Security Asset;
  - (ii) procure the transfer of that Security to itself; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor.
- (b) Each Chargor shall pay to the Security Recipient, within five Business Days of demand, the costs and expenses incurred by the Security Recipient in connection with any such redemption and/or transfer, including the payment of any principal or interest.

#### **12.9 Privileges**

Each Receiver and the Security Recipient is entitled to all the rights, powers, privileges and immunities conferred by law (including by the Act) on mortgagees and receivers duly appointed under any law (including the Act) save that section 103 of the Act shall not apply.

#### **12.10 Contingencies**

If the Security created by this Debenture is enforced at a time when no amount is due under the Memorandum of Agreement (but at a time when amounts may or will become due), the Security Recipient (or the Receiver) may pay the proceeds of any recoveries effected by it into such number of suspense accounts as it considers appropriate.

#### **12.11 Protection of Third Parties**

No person (including a purchaser) dealing with the Security Recipient or a Receiver or its delegate will be concerned to enquire:

- (a) whether the Secured Obligations have become payable;
- (b) whether any power which the Security Recipient or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

- (c) whether any money remains due under the Memorandum of Agreement; or
- (d) how any money paid to the Security Recipient or that Receiver is to be applied.

#### **12.12 Financial Collateral Arrangements**

To the extent that any of the Security Assets constitute "financial collateral" and this Debenture constitutes a "security financial collateral" (as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003, as amended) the Security Recipient shall have the right at any time after the Security created by this Debenture becomes enforceable to appropriate all or any part of the Security Assets in or towards satisfaction of the Secured Obligations. For this purpose, the Parties agree that the value of such financial collateral shall be determined by the Security Recipient acting in good faith and in a commercially reasonable manner and being an amount which is commercially reasonable having regard to all relevant circumstances.

#### **13. Receiver**

##### **13.1 Powers of Receiver**

A Receiver shall have all the rights, powers, privileges and immunities conferred from time to time on receivers by law (including the Act and the Insolvency Act 1986) and the provisions set out in Schedule 1 to the Insolvency Act 1986 shall extend to every Receiver.

##### **13.2 Additional Powers**

A Receiver shall have all the additional powers set out in Schedule 1 (*Additional Rights of Receivers*).

##### **13.3 Several Powers**

If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all the powers conferred on a Receiver under this Debenture individually and to the exclusion of any other Receiver.

#### **14. Application of Proceeds**

Any monies held or received by the Security Recipient or a Receiver after the occurrence of an Enforcement Event which is continuing shall be applied by the Security Recipient in accordance with the following order of priority:

- (a) in or towards discharge of the Secured Obligations in such order as the Security Recipient in its absolute discretion thinks fit; and
- (b) in payment of the surplus (if any) to the Chargor or to whomsoever may be legally entitled to receive the same or as a court of competent jurisdiction may direct.

#### **15. Delegation**

The Security Recipient or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Debenture in which case such person shall be entitled to all the rights and protection of a Security

Recipient or Receiver as if it were a party to this Debenture. Neither the Security Recipient nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate. Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Recipient or any Receiver may think fit.

**16. Power of Attorney**

**16.1 Appointment**

Each Chargor, by way of security, irrevocably and severally, appoints the Security Recipient, each Receiver and each of their respective delegates and sub-delegates to be its attorney (with full power of substitution) to take any action which that Chargor is obliged to take under this Debenture where (a) an Enforcement Event has occurred or (b) prior to the occurrence of an Enforcement Event, a Chargor fails to perform any obligation under this Debenture and after the expiry of any relevant grace periods, three Business Days after being notified of such failure and being requested to comply if it still has not complied.

**16.2 Ratification**

Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 16.

**17. Preservation of Security**

**17.1 Continuing Security**

The Security created by this Debenture is continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

**17.2 Immediate Recourse**

Each Chargor waives any right it may have of first requiring the Security Recipient to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other person before claiming from that Chargor under this Debenture. This waiver applies irrespective of any law or any provision of the Memorandum of Agreement to the contrary.

**17.3 Waiver of Defences**

Each Chargor shall be deemed to be a principal debtor, and not only a surety. The obligations of each Chargor under this Debenture shall not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Debenture (whether or not known to it). This includes:

- (a) any time or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment of the Memorandum of Agreement, any relevant Supply Contract or any other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under the Memorandum of Agreement, any relevant Supply Contract or any other document or security or the failure by any of Holdings or its Restricted Subsidiaries to enter into or be bound by the Memorandum of Agreement; or
- (h) any insolvency or similar proceedings.

#### **17.4 Appropriations**

Until all amounts which may be or become payable by a Chargor under or in connection with the Secured Obligations have been irrevocably paid in full, the Security Recipient may without affecting the liability of any Chargor under this Debenture:

- (a)
  - (i) refrain from applying or enforcing any other monies, security or rights held or received by the Security Recipient against those amounts; or
  - (ii) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of that Chargor's liability under this Debenture.

#### **17.5 Non-Competition**

Unless:

- (a) the Security Recipient is satisfied that all amounts which may be or become payable by the relevant Chargors under or in connection with the Memorandum of Agreement have been irrevocably paid in full; or
- (b) the Security Recipient otherwise directs,

no Chargor will, after a claim has been made or by virtue of any payment or performance by it under this Debenture:

- (i) be subrogated to any rights, security or monies held, received or receivable by the Security Recipient;

- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of that Chargor's liability under this Debenture;
- (iii) claim, rank, prove or vote as a creditor in competition with the Security Recipient; or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any other Chargor, or exercise any right of set-off as against any Chargor.

Each Chargor shall hold on trust for and immediately pay or transfer to the Security Recipient any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Security Recipient under this Clause.

#### **17.6 Release of Chargor's Right of Contribution**

If any Chargor ceases to be a Chargor in accordance with the terms of the Relevant Supply Contracts or the Memorandum of Agreement:

- (a) that Chargor will be released by each other Chargor from any liability whatsoever to make a contribution to any other Chargor arising by reason of the performance by any other Chargor of its obligations under the Memorandum of Agreement; and
- (b) each other Chargor will waive any rights it may have by reason of the performance of its obligations under the Memorandum of Agreement to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Security Recipient under the Memorandum of Agreement or of any other security taken under, or in connection with, the Memorandum of Agreement where the rights or security are granted by or in relation to the aspects of the retiring Chargor.

#### **17.7 Additional Security**

- (a) This Debenture is in addition to and is not in any way prejudiced by any other security or guarantees now or subsequently held by the Security Recipient.
- (b) No other security held by the Security Recipient or right of set-off over any Security Asset shall merge into or otherwise prejudice the Security created by this Debenture or right of set-off contained herein.

#### **18. Release of Security**

##### **18.1 Sale**

Upon any sale, transfer or other disposition of any Security Asset permitted by the terms of the Relevant Supply Contracts or the Memorandum of Agreement, the Security created by this Debenture shall automatically be released, reassigned or discharged (as appropriate) and the Security Recipient shall at the request and cost of a Chargor release,

reassign or discharge (as appropriate) such Security Asset from the Security created by this Debenture.

**18.2 Final Redemption**

Subject to Clause 18.3 (*Avoidance of Payments*), if the Security Recipient is satisfied that the Discharge Date has occurred, it shall at the request and cost of a Chargor release, reassign or discharge (as appropriate) the Security Assets from the Security created by this Debenture.

**18.3 Avoidance of Payments**

If the Security Recipient considers that any amounts paid or credited to it is capable of being avoided, reduced or otherwise set aside as a result of insolvency or any similar event, the liability of the Chargor under this Debenture and the Security constituted by this Debenture shall continue and such amount will not be considered to have been irrevocably paid.

**18.4 Retention of Security**

If the Security Recipient reasonably considers that any amount paid or credited to it under the Memorandum of Agreement is capable of being avoided, reduced or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid.

**19. Enforcement Expenses**

**19.1 Expenses and Indemnity**

Each Chargor must:

- (a) promptly on demand pay all costs and expenses (including legal fees) reasonably incurred in connection with this Debenture by the Security Recipient, Receiver, attorney, manager, agent or other person appointed by the Security Recipient under this Debenture, including any costs and expenses arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each of those persons indemnified against any failure or delay in paying those costs and expenses.

**19.2 Stamp Tax**

The Chargors shall pay and, within three (3) Business Days of demand, indemnify the Security Recipient against any Loss the Security Recipient incurs in relation to all stamp duty, registration and other similar taxes payable in respect of this Debenture.

**19.3 Indemnity**

Without duplication in respect of any amounts already paid or indemnified to an Indemnified Person (as defined below and as applicable), each Chargor shall promptly indemnify the Security Recipient and any and every Receiver, attorney, manager, agent

or other person appointed by the Security Recipient under this Debenture (each, an "Indemnified Person") against any costs, claims, losses, expenses (including legal fees) and liabilities, excluding any amounts of or in respect of VAT to the extent recoverable as an input or that would have been recoverable as an input by the Security Recipient, which the Security Recipient, each Receiver or such Indemnified Person may incur:

- (a) as a result of:
  - (i) the occurrence of any Default;
  - (ii) the enforcement of the Security constituted by this Debenture;
  - (iii) the exercise or enforcement by the Security Recipient or a Receiver or any Indemnified Person of any of the rights conferred on it or them by this Debenture or by law; or
- (b) otherwise in connection with this Debenture, including, without limitation to the foregoing as a result of, any actual or alleged breach by any person of any law or regulation whether relating to the environment or otherwise.

Each Receiver and Indemnified Person may rely on and enforce this indemnity.

## **20. Changes to the Parties**

### **20.1 The Chargors' Rights**

None of the rights and benefits of any Chargor under this Debenture shall be capable of being assigned or transferred and each Chargor undertakes not to seek to assign or transfer all or any of such rights and benefits.

### **20.2 The Security Recipient's Rights**

The Security Recipient may assign or transfer all or any of its rights and benefits under this Debenture to any of its affiliates in accordance with clause 11 (*Changes to the Parties*) of the Memorandum of Agreement.

### **20.3 Disclosure of Information**

The Security Recipient may disclose any information about the Chargors in accordance with the confidentiality provisions of the Memorandum of Agreement.

## **21. Communications**

### **21.1 Communications in writing**

Any communication to be made or delivered under or in connection with this Debenture (including any notices, waivers, consents or other documents) shall be made or delivered in English and in writing and, unless otherwise stated, may be delivered by email, fax or letter.

## **21.2 Addresses**

The email address, address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication in the Memorandum of Agreement or below to be made or delivered under or in connection with this Debenture is:

- (a) that applicable to it under the Memorandum of Agreement or identified with its name in this Debenture; or
- (b) any substitute email address, address, fax number or department or officer as the Party may notify to the Security Recipient (or the Security Recipient may notify to the other Parties, if a change is made by the Security Recipient) by not less than five Business Days' notice.

## **21.3 Delivery**

- (a) Any communication made or delivered by one Party to another under or in connection with this Debenture will only be effective:
  - (i) if by email, when received;
  - (ii) if by way of fax, when received in legible form; or
  - (iii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;
- (b) and, if a particular department or officer is specified as part of its address details provided under Clause 21.2 if addressed to that department or officer.
- (c) Any communication to be made or delivered to the Security Recipient will be effective only when actually received by the Security Recipient and then only if it is expressly marked for the attention of the department or officer specified as part of its address details provided under Clause 21.2.
- (d) Any communication made or delivered to a Chargor in accordance with this Clause 21 will be deemed to have been made or delivered to each Chargor.
- (e) Any communication which becomes effective, in accordance with Clause 21.3(a) to Clause 21.3(c), after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

## **22. Miscellaneous**

### **22.1 Set-off**

On or after this Debenture becoming enforceable in accordance with Clause 12 (*Enforcement of Security*), the Security Recipient may set-off any matured obligation due from the Original Chargor under this Debenture (to the extent beneficially owned by the Security Recipient) against any obligation owed by the Security Recipient to the Original

Chargor pursuant to the Relevant Supply Contracts, regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Security Recipient may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

**22.2 Covenants**

Any covenant of a Chargor under this Debenture remains in force during the Security Period and is given for the benefit of the Security Recipient.

**22.3 Determination**

Any certificate or determination by the Security Recipient or any Receiver under the Memorandum of Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**23. Partial Invalidity**

If, at any time, any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

**24. Remedies and Waivers**

No failure to exercise, nor any delay in exercising, on the part of the Security Recipient, any remedy or other right under this Debenture shall operate as a waiver of that remedy or other right. No single or partial exercise of any remedy or other right prevent any further or other exercise or the exercise of any other right. The remedies and other rights provided in this Debenture are cumulative and not exclusive of any remedies and other rights provided by law.

**25. Amendments and waivers**

Any term of this Debenture may be amended or waived only with the written consent of the Security Recipient and the Chargors and any such amendment or waiver will be binding on all Parties.

**26. Counterparts**

This Debenture may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

**27. Governing Law**

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

**28. Enforcement - Arbitration**

Any dispute arising out of or in connection with this Debenture (including a dispute regarding the existence, validity or termination of this Debenture or any non-contractual obligations arising out of or in connection with this Debenture) (a "Dispute") shall be managed in accordance with clause 12 (*Applicable law and settlement of Disputes*) of the Memorandum of Agreement.

**THIS DEBENTURE** has been entered into on the date stated at the beginning of this Debenture and executed as, and is intended to take effect as, a deed by each Chargor and has been signed by the Security Recipient on the date written on the first page of this Debenture.

**SCHEDULE 1**  
**ADDITIONAL RIGHTS OF RECEIVERS**

Any Receiver appointed pursuant to Clause 12.2 (*Appointment of Receiver*) shall have the right, either in his own name or in the name of a Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

**1. Enter into Possession**

to take possession of, get in and collect the Security Assets, and to require payment to him or to the Security Recipient of any book debts or credit balance on any Account;

**2. Carry on Business**

to manage and carry on any business of a Chargor in any manner as he thinks fit;

**3. Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which a Chargor is a party;

**4. Deal with Security Assets**

to sell, transfer, assign, exchange, hire out, lend or otherwise dispose of or realise the Security Assets to any person (including a new company formed pursuant to paragraph 5 (*Hive-Down*)) either by public offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);

**5. Hive-Down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or part thereof or any rights attaching thereto;

**6. Borrow and Lend Money**

to borrow or raise money either unsecured or on the security of the Security Assets (either in priority to the Security created by this Debenture or otherwise) and to lend money or advance credit to any customer of any Chargor;

**7. Covenants and Guarantees**

to enter into bonds, covenants, guarantees, indemnities and other commitments and to make all payments needed to effect, maintain or satisfy them and give valid receipts for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset;

**8. Dealings with Tenants**

to grant leases, tenancies, licences and rights of user, grant renewals and accept surrenders of leases, tenancies, licences or rights of user, and otherwise to reach agreements and make arrangements with, and to make allowances to, any lessees, tenants or other persons (including a new company formed pursuant to paragraph 5 (*Hive-Down*)) from whom any rents and profits may be receivable (including those relating to the grant of any licences, the review of rent in accordance with the terms of, and the variation of, the provisions of any leases, tenancies, licences or rights of user affecting the Security Assets);

**9. Rights of Ownership**

to manage and use the Security Assets and to exercise and do (or permit any Chargor or any nominee of it to exercise and do) all such rights and things as the Receiver would be capable of exercising or doing if he were the absolute beneficial owner of the Security Assets;

**10. Insurance, Repairs, Improvements, Etc.**

to insure the Security Assets on such terms as he thinks fit, to carry out decorations, repairs, alterations, improvements and additions to the Security Assets and to purchase or otherwise acquire or do anything in connection with the Security Assets and to commence and/or complete any building operations and apply for and maintain any planning permission, building regulation approval and any other authorisation in each case as he thinks fit;

**11. Claims**

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 a Chargor or relating to the Security Assets;

**12. Legal Actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Security Assets or any business of any Chargor;

**13. Redemption of Security**

to redeem any Security (whether or not having priority to the Security created by this Debenture) over the Security Assets and to settle the accounts of any person with an interest in the Security Assets;

**14. Employees, Etc.**

to appoint, hire and employ officers, employees, contractors, agents, advisors and others and to discharge any such persons and any such persons appointed, hired or employed by a Chargor, in each case on any terms as he thinks fit (subject to applicable law);

**15. Insolvency Act 1986**

to exercise all powers set out in Schedule 1, Schedule B1 or (in the case of a Scottish Receiver) Schedule 2 to the Insolvency Act 1986 as now in force (whether or not in force at the date of exercise and whether or not the Receiver is an administrative receiver) and any powers added to Schedule 1 or Schedule 2, as the case may be, after the date of this Debenture;

**16. Other Powers**

to do anything else he may think fit for the realisation of the Security Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of the Memorandum of Agreement, the Act or the Insolvency Act 1986; and

**17. Delegation**

to delegate his powers in accordance with this Debenture.

**SCHEDULE 2  
FORM OF DEED OF ACCESSION**

**This Deed is dated [●]**

**Between:**

- (1) [●] (registered number [●]) with its registered office at [●] (the "Additional Chargor"); and
- (2) **AIRBUS SAS**, a company incorporated in France with (registered under the number 383 474 814 RCS Toulouse with its head office at 1 Rond-Point Maurice Bellonte, 31700 Blagnac, France (the "Security Recipient").

**Background:**

- (A) This Deed is supplemental to a debenture dated [●] between Spirit AeroSystems (Europe) Limited and the Security Recipient (the "Debenture").
- (C) The Additional Chargor has agreed to enter into this Deed and to become a Chargor under the Debenture.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**It is agreed as follows:**

**1. Interpretation**

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed.

**2. Accession**

With effect from the date of this Deed the Additional Chargor:

- (a) will become a party to the Debenture as a Chargor; and
- (b) will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

**3. Security**

Paragraphs (a) to (i) below apply without prejudice to the generality of Clause 2 (*Accession*) of this Deed.

- (a) All the Security created by this Deed:
  - (i) is created in favour of the Security Recipient;
  - (ii) is security for the payment, discharge and performance of all the Secured Obligations; and

- (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) The Additional Chargor charges and/or assigns each of its assets pursuant to and in accordance with clauses 3, 4 and 5 of the Debenture including those assets more specifically referred to in paragraph (c) below.
- (c) The Additional Chargor:
  - (i) charges by way of a first fixed charge all Plant and Machinery; and
  - (ii) assigns absolutely, subject to a proviso for reassignment on redemption, all of its present and future right, title and interest in and to and the benefit of all the Relevant Supply Contracts.

**4. Notice of assignment**

- (a) The Additional Chargor hereby gives notice to each of the other parties to the Assigned Contracts, to which that Chargor is party, that by executing this Deed that it has assigned in favour of the Security Recipient as first priority assignee all of its rights in respect of such Relevant Supply Contracts.
- (b) The Security Recipient hereby acknowledges the notice of assignment given by the Additional Chargor.

**5. Miscellaneous**

With effect from the date of this Deed:

- (a) the Debenture will be read and construed for all purposes as if the Additional Chargor had been an original party in the capacity of Chargor (but so that the Security created on this accession will be created on the date of this Deed); and
- (b) any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 2 (or any part of it) will include a reference to this Deed (or relevant part of it).

**6. Law**

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

This Deed has been entered into on the date stated at the beginning of this Deed.

**Signatories (to Deed of Accession)**

**The Additional Chargor**  
**Executed as a Deed by [e] acting by**

in the presence of:

Witness signature: .....

Director

Witness name: .....

Witness address: .....

Witness occupation: .....

**The Security Recipient**  
**AIRBUS SAS**

By:  
Title:

## **Exhibit A**

### **Plant and Machinery: Relevant Locations**

Prestwick International Airport, Monkton, KA9 2RW (Building 8/9)  
Burton Rd, Derby, DE65 6BG  
Shaw Road, Prestwick, KA9 2LN  
Common Lane, Nottingham, NG16 1HD  
Windsor Road, Redditch, B97 EF  
West Craven Drive, Earbym BB18 6JZ  
Willow Drive, Annesley, NG15 0DP  
Rackery Lane, Wrexham, LL12 0PB  
Jarvis Street, Bristol, BS5 9TR  
Curran Road, Magherafelt, BT45 8AF

**Signatories**

**The Original Chargor**

Executed as a Deed by  
**SPIRIT AEROSYSTEMS (EUROPE) LIMITED**  
acting by:

Name: COLIN RUSSELL

Director

Name: LESLIE CAREY

Director

**The Security Recipient**

**AIRBUS SAS**

By:  
Title:

**AIRBUS**  
**OLIVIER CAUQUIL**  
SVP Aerostructure Procurement