

# M

632543/78

# LLP395

CHFP025

Please complete  
in typescript, or  
in bold black  
capitals

## Particulars of a mortgage or charge in respect of a Limited Liability Partnership

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

LLP Number

OC330880

For official use



Full Name of Limited  
Liability Partnership

Ineos Aviation LLP (the Owner)

Date of creation  
of the charge

27 June 2008

Description of the instrument  
(if any) creating or evidencing  
the charge (note 2)

Hawker Aircraft Mortgage (the Mortgage)

Amount secured by the  
mortgage or charge

All liabilities which the ~~Owner~~ <sup>LLP</sup>, the Security Parties  
or any of them have, at 27 June 2008 or at any later  
time or times, to the Lender under or in connection  
with any Finance Document or any judgment relating to  
any Finance Document, and for this purpose, there  
shall be disregarded any total or partial discharge of  
these liabilities, or variation of their terms, which  
is effected by, or in connection with, any bankruptcy,  
liquidation, arrangement or other procedure under the  
insolvency laws of any country (the **Secured  
Liabilities**)

Please return  
via  
CH London Counter

Signed

Denton Wilde Sapte LLP

Date

8 July 2008

On behalf of ~~[XXX]~~ [mortgagee/~~XXXX~~] (delete as appropriate)

You do not have to give any contact  
information in the box opposite but if you  
do, it will help Companies House to  
contact you if there is a query on the  
form. The contact information that you  
give will be visible to searchers of the

Denton Wilde Sapte LLP

One Fleet Place, London, EC4M 7WS, DX:242  
LONDON/CHANCERY LANE

NAS/MJH/76001 00061 Tel 020 7242 1212

E-mail

When you have completed and signed the form please send it to the  
Registrar of Companies at

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff

WEDNESDAY



LD3 09/07/2008  
COMPANIES HOUSE

32

Laserform International 5/08

8204938

Names and addresses of the mortgagees or persons entitled to the charge	Barclays Bank PLC, a company incorporated in England and acting through its office at One Churchill Place, London E14 5HP (the Lender)
Short particulars of all the property mortgaged or charged	<p>The Owner, with full title guarantee, mortgaged to the Lender absolutely all rights and interests which at 27 June 2008 or at any later time it had to, in or in connection with, the Aircraft as security for the due and punctual payment of the Secured Liabilities</p> <p><u>Negative Pledge</u></p> <p>Pursuant to clause 3 4 of the Mortgage, the Owner shall not sell, create any Security Interest not exclusively securing the Secured Liabilities over or otherwise dispose of the Aircraft or any right relating to the Aircraft</p>
Particulars as to commission allowance or discount (note 3)	NIL

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395\*) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398\*) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398\*) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4)\* applies (property situate in Scotland or Northern Ireland) and Form LLP398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal Charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the LLP to any person in consideration of his
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the Form LLP395 continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.

\* As applied to LLPs by Schedule 2 of the Limited Liability Partnerships Regulations 2001

LLP Number

Definitions

Full Name of Limited  
Liability Partnership

Ineos Aviation LLP (the Owner)

Addendum 1/5

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/5

2 Amount secured by the mortgage or charge (continued)

Addendum 3/5

3 Names, addresses of the mortgagees or persons entitled to the charge (continued)

Addendum 4/5

4 Short particulars of all the property mortgaged or charged (continued)

Definitions

**Aircraft** means the 2001 Hawker 800XP aircraft bearing manufacturer's serial number 258494 and registration mark M-HAWK, together with Garrett engines bearing manufacturer's serial number P107529 and P107533 and radio apparatus and all accessories, spares, components, modules, instruments, appurtenances, equipment, machinery and parts installed in or on the Aircraft or which may from time to time be installed on or attached to such aircraft and to include where applicable all substitutions and replacement parts together with the Manuals for the Aircraft

**Airframe Warranties Agreement** shall have the meaning given to it in the Loan Agreement

**Finance Documents** shall have the meaning given to it in the Loan Agreement.

**Loan Agreement** means the loan agreement dated 26 June 2008 between (i) the Owner and (ii) the Lender

**Manuals** means, in relation to an Aircraft, the updated and latest revisions of all books, technical records (including operational records), logs, manuals, data, drawings, documentation relating to warranties and patent indemnities given by the manufacturer of such Aircraft and other documents relating to such Aircraft and the maintenance and operation of such Aircraft

**Members** means the Personal Guarantors and Ineos Capital Limited

**Personal Guarantors** means each of

- (a) James Ratcliffe with passport number 206507310 and residing at Greatfields, Bucklers Hard, Beaulieu, Hampshire, SO42 7XE;
- (b) John Reece with passport number 205143156 and residing at Little Salterns, Bucklers

LLP Number

Definitions

Full Name of Limited Liability Partnership

Ineos Aviation LLP (the Owner)

Hard, Beaulieu, Hampshire, SO42 7XE, and

- (c) Andrew Currie with passport number 204517474 and residing at Friarswood, Pilley Hill, Pilley, Lymington, Hampshire, SO41 5QF

**Security Assignment** shall have the meaning given to it in the Loan Agreement

**Security Interest** means

- (a) a mortgage, charge (whether fixed or floating) or pledge, any other lien or any other security interest of any kind,
- (b) the security rights of a plaintiff under an action in rem, and
- (c) any arrangement entered into by a person (A) the effect of which is to place another person (B) in a position which is similar, in economic terms, to the position in which B would have been had he held a security interest over an asset of A, but this paragraph (c) does not apply to a right of set off or combination of accounts conferred by the standard terms of business of a bank or financial institution

**Security Party** means each Personal Guarantor, each Member and any other person (except the Lender) who, as a surety or mortgagor, as a party to any subordination or priorities arrangement, or in any similar capacity, executes a document falling within the last paragraph of the definition of "Finance Documents"

Addendum 5/5

5 Particulars as to commission allowance or discount (continued) (note 3)



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

**Pursuant to section 401(2) of the Companies Act 1985 as applied to  
Limited Liability Partnerships pursuant to Paragraph 4 and  
Schedule 2 of the Limited Liability Partnerships Regulations 2000.**

**LLP NO. OC330880**

**CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A HAWKER AIRCRAFT MORTGAGE  
DATED THE 27 JUNE 2008 AND CREATED BY INEOS AVIATION  
LLP FOR SECURING ALL MONIES DUE OR TO BECOME DUE  
FROM THE LIMITED LIABILITY PARTNERSHIP, THE SECURITY  
PARTIES OR ANY OF THEM TO BARCLAYS BANK PLC UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 AS APPLIED TO LIMITED LIABILITY PARTNERSHIPS  
PURSUANT TO PARAGRAPH 4 AND SCHEDULE 2 OF THE  
LIMITED LIABILITY PARTNERSHIPS REGULATIONS 2000 ON  
THE 9 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JULY 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

LC 3