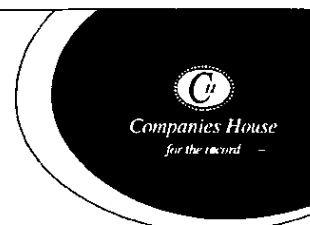


LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



A fee is payable with this form

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

Please see 'How to pay' on the last page

Please return
via
CH London Counter

What this form is for

You may use this form to register
particulars of a mortgage or charge
created by an LLP in England and
Wales or Northern Ireland

X What this form is NO

You cannot use this for
particulars of a mortgage
for a Scottish LLP
To do this, please use form
LL MG01s

THURSDAY



LD3

16/09/2010

141

COMPANIES HOUSE

| | | | |
|------------------|--|---------------|--|
| 1 | LLP details | | For official use |
| LLP number | O | C 3 3 0 8 8 0 | 7 Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by * |
| LLP name in full | Hampshire Aviation LLP (formerly known as Ineos Aviation LLP) (the Owner) | | |
| 2 | Date of creation of charge | | |
| Date of creation | d 3 d 1 m 0 m 8 y 2 y 0 y 1 y 0 | | |
| 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 | Aircraft Security Assignment dated 31 August 2010 and entered into between the Owner and Barclays Bank PLC (the Lender) in respect of the Hawker Aircraft (the Deed) | | |
| 4 | Amount secured | | Continuation page Please use a continuation page if you need to enter more details |
| | Please give us details of the amount secured by the mortgage or charge | | |
| Amount secured | Secured Liabilities means all liabilities which the Owner , the Security Parties or any of them have, at 31 August 2010 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 | | |

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

5

Mortgagee(s) or person(s) entitled to the charge

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

| | |
|----------|--|
| Name | Barclays Bank PLC (the Lender) |
| Address | One Churchill Place, London |
| Postcode | E 1 4 5 H P |
| Name | |
| Address | |
| Postcode | |

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

See the LL MG01 Continuation Sheet attached

Continuation page

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

- (c) any Requisition Compensation,
- (d) any Warranties (to the extent not assigned pursuant to an Airframe Warranties Agreement and/or an Engine Warranties Agreement), and
- (e) all maintenance contracts relating to the Hawker Aircraft

Borrower means Hampshire Aviation LLP (formally known as Ineos Aviation LLP)

Complimentary Mortgage means

- (a) in relation to the Falcon Aircraft, the Isle of Man law aircraft mortgage dated 27 June 2008 and entered into by the Borrower and the Lender and any replacement mortgage entered into from time-to-time, and
- (b) in relation to the Hawker Aircraft, the Isle of Man law aircraft mortgage dated 31 August 2010 and entered into by the Borrower and the Lender and any replacement mortgage entered into from time-to-time

Deed of Release and Amendment means the deed of release of security and amendment dated 31 August 2010 and entered into between the Borrower and the Lender

Deregistration Power of Attorney means

- (a) in relation to the Falcon Aircraft, the deregistration power of attorney dated 27 June 2008 and granted by the Borrower in favour of the Lender, and
- (b) in relation to the Hawker Aircraft, the deregistration power of attorney dated 31 August 2010 and granted by the Borrower in favour of the Lender

Engine Manufacturer means

- (a) in relation to the Falcon Aircraft, Pratt & Whitney, and
- (b) in relation to the Hawker Aircraft, Garrett

Engine Warranties Agreement means, in relation to the Falcon Aircraft, the agreement entered or to be entered into between the relevant Engine Manufacturer, the Borrower and the Lender

Eurocontrol Letter means

- (a) in relation to the Falcon Aircraft, the Eurocontrol letter dated 22 July 2008 and granted by the Borrower in favour of the Lender, and
- (b) in relation to the Hawker Aircraft, the Eurocontrol letter dated on or about 31 August 2010 and granted by the Borrower in favour of the Lender

Falcon Aircraft means the 2007 Dassault Falcon 2000EX EASy aircraft bearing manufacturer's serial number 128 and registration mark M-CHEM together with Pratt & Whitney engines bearing manufacturer's serial number PCE-CF0281 and PCE-CF0282 and radio apparatus and all accessories, spares, components, modules, instruments, appurtenances, equipment, machinery and parts installed in or on such 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 such Aircraft

Falcon Mortgage means, in relation to the Falcon Aircraft, the first priority English law aircraft mortgage dated 27 June 2008 and entered into by the Borrower and the Lender

Finance Documents means

1 Assignment

The Owner, with full title guarantee, assigned to the Lender absolutely all rights and interests which at 31 August 2010 or at any later time it has to, in or in connection with, the Assigned Property as security for the due and punctual payment of the Secured Liabilities

2 Negative pledge disposal of assets

The Owner has covenanted that it shall not sell, create any Security Interest not exclusively securing the Secured Liabilities over or otherwise dispose of the Assigned Property or any right relating to any Assigned Property

3 Defined terms

Unless the context otherwise requires, words and expressions defined in the Deed shall have the same meanings when used in this LL MG01 and the following definitions apply

Account Security Deed means the account security deed to be entered into between the Borrower and the Lender creating security over the Security Deposit Account

Aircraft means each of

- (a) the Hawker Aircraft, and
- (b) the Falcon Aircraft

Airframe Warranties Agreement means, in relation to the Falcon Aircraft, the agreement entered or to be entered into between the Borrower, the relevant Manufacturer and the Lender

Assigned Contracts means

- (a) any Lease, and
- (b) any Lease Guarantee

Assigned Contracts Rights means all rights and interests of every kind which the Owner now or at any later time has to, in or in connection with each of the Assigned Contracts or in relation to any matter arising out of or in connection with any Assigned Contract, including

- (a) all rights and interests relating to hire or any other amount of any kind payable under the terms of any Assigned Contract,
- (b) all rights to have the Lessee take the Aircraft on lease pursuant to any Lease or to withdraw the Aircraft from any Lease,
- (c) all rights to commence, conduct, defend, compromise or abandon any legal or arbitration proceedings relating to any Assigned Contract or to any matter arising out of or in connection with an Assigned Contract, and

all rights to damages, interest, costs or other sums payable under any judgment or order of any court, or any arbitration award, relating to any Assigned Contract or to any matter arising out of or in connection with an Assigned Contract

Assigned Property means all rights and interests of every kind which the Owner now or at any later time has to, in or in connection with

- (a) the Assigned Contracts Rights,
- (b) the Insurances,

- (a) the Loan Agreement,
- (b) the Account Security Deed,
- (c) each Subordination and Co-ordination Acknowledgement,
- (d) each Security Assignment,
- (e) each Mortgage,
- (f) each Complimentary Mortgage,
- (g) each Personal Guarantee,
- (h) each Airframe Warranties Agreement,
- (i) each Engine Warranties Agreement,
- (j) each Deregistration Power of Attorney,
- (k) any Lease,
- (l) each Eurocontrol Letter,
- (m) any other document, instrument or memorandum annexed to any of the documents referred to in (a) to (k) above,
- (n) any notice or acknowledgement required pursuant to any of the documents referred to in (a) to (l) above,
- (o) any other document relating to the Aircraft which is designated as a "Finance Document" by the Borrower and the Lender, and
- (p) any other document (whether creating a Security Interest or not) which is executed at any time by the Borrower or any other person as security for, or to establish any form of subordination or priorities arrangement in relation to, any amount payable to the Lender under the Loan Agreement or any of the other documents referred to in this definition

Hawker Aircraft means the 2008 Hawker 900XP aircraft bearing manufacturer's serial number HA-0058 and registration mark M-AJOR, together with Garrett engines bearing manufacturer's serial numbers P-122219 and P-22220 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

Hawker Mortgage means, in relation to the Hawker Aircraft, the first priority English law aircraft mortgage dated 31 August 2010 and entered into between the Borrower and the Lender

Initial Operator means CTC Aviation Jet Services Ltd

Insurances means, in relation to an Aircraft

- (a) all policies and contracts of insurance which are effected in respect of such Aircraft, and
- (b) all rights and other assets relating to, or derived from, any of the foregoing, including any rights to a return of a premium,

in each case more particularly set out in clause 12 of the Loan Agreement

Lease means, as the context requires and in relation to an Aircraft

- (a) the Management and Operational Services Agreement, and
- (b) any other Permitted Lease

Lease Guarantee means any guarantee, bond, letter of credit or other instrument (whether or not already issued) supporting a Lease

Lessee means, as the context requires

- (c) the Initial Operator, and/or
- (d) any other lessee of the Hawker Aircraft from time to time

Loan Agreement means the loan agreement dated 26 June 2008 and entered into by the Borrower and the Lender relating to a facility to finance one Dassault Falcon 2000EX EASy aircraft and one 2001 Hawker 800XP aircraft, as amended by the Deed of Release and Amendment

Management and Operational Services Agreement means, in relation to an Aircraft, the management and charter agreement entered or to be entered into between the Borrower and the Initial Operator pursuant to which the Initial Operator agrees to maintain, manage and charter such Aircraft on behalf of the Borrower, in form and substance satisfactory to 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

Manufacturer means

- (a) in relation to the Falcon Aircraft, Dassault Aviation S A a company incorporated in France whose registered principal office is at 9, Rond-Point des Champs-Élysées Marcel Dassault, 75008 Paris, France, and
- (b) in relation to the Hawker Aircraft, Hawker Beechcraft Corporation, 2400 Grundfest Drive, Littlerock, Arkansas 72206 USA

Members means the Personal Guarantors and Ineos Capital Limited

Mortgage means each of

- (a) in relation to the Hawker Aircraft, the Hawker Mortgage and any replacement mortgage entered into from time to time, and
- (b) in relation to the Falcon Aircraft, the Falcon Mortgage and any replacement mortgage entered into from time-to-time

Permitted Leases means, in relation to an Aircraft, any charter or sublease of such Aircraft or other contract for its employment

- (a) period of 30 days and where the Initial Operator retains control, and
- (b) the approval of the Lender, for a period of more than 30 days,

in each case, subject to applicable laws in the State of Registration

Personal Guarantee means, in relation to a Personal Guarantor, the several guarantee (as more particularly set out in such Personal Guarantee) to be granted by such Personal Guarantor in favour of the Lender

Personal Guarantors means each of

- (a) James Ratcliffe with passport number 206507310 and residing at Chemin du Marquisat 15, CH-1025 St Sulpice, Lausanne, Switzerland,
- (b) John Reece with passport number 205143156 and residing at Chemin de Macharettes 14, 1172 Bougy-Villars, Switzerland, and
- (c) Andrew Currie with passport number 204517474 and residing at Chemin de la Navigation 2b, 1180 Rolle-Vaud, Switzerland

Requisition Compensation includes all compensation or other moneys payable by reason of any act or event such as is referred to in paragraph (b) of the definition of **Total Loss**

Security Assignment means each of

- (a) in relation to the Falcon Aircraft, the security assignment dated 27 June 2008 and entered into between the Borrower and the Lender, and
- (b) in relation to the Hawker Aircraft, the Deed

Security Interest means

- (a) any 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"

State of Registration means the Isle of Man or such other jurisdiction as the Lender permits

Subordination and Co-ordination Acknowledgement means, in relation to the Falcon Aircraft, the subordination and co-ordination acknowledgement dated 27 June 2008 and entered into between the Initial Operator, the Borrower and the Lender

Total Loss means, in relation to an Aircraft

- (a) actual, constructive, compromised, agreed or arranged total loss of such Aircraft,
- (b) any expropriation, condemnation, confiscation, requisition or acquisition of such Aircraft, whether for full consideration, a consideration less than its proper value, a nominal consideration or without any consideration, which is effected by any government or official authority or by any person or persons claiming to be or to represent a government or official authority, (excluding a requisition for hire for a fixed period not exceeding 1 year without any right to an extension) unless it is within 2 months redelivered to the Borrower's full control, and
- (c) any arrest, capture, seizure or detention of such Aircraft (including any hijacking or theft) unless it is within 2 months redelivered to the Borrower's full control

Warranties means any and all warranties relating to the Hawker Aircraft

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

CHFP000
10/09 Version 2.0

LL MG01

Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)



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 **TMW/SD/76001 00153**

Company name **Denton Wilde Sapte LLP**

Address **One Fleet Place**

Post town **London**

County/Region **Greater London**

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

Country **England**

DX **DX 242**

Telephone **+44 (0)20 7246 7588**



Certificate

We will send your certificate to the presenter's address if given above or to the LLPs 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 LLP 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 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 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 LLPs registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs registered in Northern Ireland
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 NR 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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

**Pursuant to section 869(5) & (6) of the Companies Act 2006 as
applied to the Limited Liability Partnerships (Application of
Companies Act 2006) Regulations 2009**

LLP NO. OC330880
CHARGE NO. 7

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AIRCRAFT SECURITY
ASSIGNMENT DATED 31 AUGUST 2010 AND CREATED BY
HAMPSHIRE 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 (THE LENDER) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 AS APPLIED TO THE LIMITED LIABILITY
PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006)
REGULATIONS 2009 ON THE 16 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 SEPTEMBER
2010

LC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES