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CHFP041

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Please complete
legibly, preferably
in black type or
bold block
lettering

* Insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

5

00445790

Name of company

* Tesco Plc, Tesco House, Delamare Road, Cheshunt, Hertfordshire, EN8 9SL (the **Chargor**)

Date of creation of the charge

13 May 2005

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

A share charge between the Chargor and RBS Aerospace Limited (the **Chargee**) dated 13 May 2005 in respect of the shares of Kansas Transportation Limited (the **Company**) (the **Share Charge**)

Amount secured by the mortgage or charge

All moneys, liabilities and obligations which are now or at any time after the date of the Share Charge may be due, owing or payable by the Company, in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any account whatsoever pursuant to the Lessee Documents, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Company, (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Company) of any of its obligations under the Lessee Documents or the Share Charge; and

(a) (except as expressly otherwise provided) references to the Secured Obligations include references to any of them; and

(b) any amount expressed to be payable under the Lessee Documents shall be deemed to form part of the Secured Obligations notwithstanding that the liability of or recourse to the Company or its assets in respect thereof is limited by any provision of the Operative Documents
(the **Secured Obligations**).

Words and definitions used in this section shall have the meanings given to them in the Definitions Schedule of this Form 395 (please see attached continuation sheet).

Names and addresses of the mortgagees or persons entitled to the charge

RBS Aerospace Limited, 3rd Floor, 1 George's Quay Plaza, George's Quay, Dublin 2, Ireland

Postcode n/a

Presentor's name, address and
reference (if any):

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND
UNITED KINGDOM EC4Y 1HS
DX 23 LONDON/CHANCERY LANE

Time critical reference
RKR/RB 122914-0070

For official use (02/00)
Mortgage Section



LD3
COMPANIES HOUSE
COMPANIES HOUSE

0482
31/05/05
19/05/05

Short particulars of all the property mortgaged or charged

The Chargor has charged and agreed to charge (with full title guarantee) by way of first fixed charge in favour of the Chargee all of the Chargor's right, title and interest in, to and over the Shares.

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Words and definitions used in this section shall have the meanings given to them in the Definitions Schedule to this Form 395 (please see attached continuation sheet).

Please see attached sheet for information with respect to covenants provided by the Chargor.

Please complete legibly, preferably in black type or bold block lettering

+95

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Director Robert Price

Date

18/5/05

On behalf of ~~company~~ mortgagee/chargee

Notes

† Delete as appropriate

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 No. 398 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 company 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 prescribed continuation sheet.
5. A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

Form 395 Continuation Sheet

DEFINITIONS SCHEDULE

Acceptance Certificate means the certificate of acceptance given by the Company to the Chargee upon Delivery of the Aircraft;

Aircraft means one Raytheon Hawker 125-800 XP aircraft with manufacturer's serial number 258710;

Aircraft Purchase Agreement Assignment means the assignment dated 13 May 2005 between the Chargee as assignee, the Purchaser as assignor and the Company in respect of the Purchaser's rights under the Purchase Agreement;

Aircraft Specification and Description means the description and specification manuals issued by the Manufacturer, and which form part of the Purchase Agreement;

Corporate Guarantee means the guarantee and indemnity given by the Corporate Guarantor, in respect of all obligations of the Company under the Lessee Documents, to the Chargee;

Corporate Guarantor means the Chargor;

Delivery means delivery of the Aircraft on lease by the Chargee to the Company pursuant to the Lease Agreement;

Delivery Date means the date on which Delivery occurs;

Lease Agreement means the aircraft lease agreement in respect of the Aircraft dated 13 May 2005 between the Company as lessee and the Chargee as lessor;

Lessee Documents means the Operative Documents to which the Company is a party;

Lease Event of Default means any event or circumstance defined as such in the Lease Agreement;

Maintenance Contract means the agreement to be entered into between the Maintenance Contractor and the Manager, or as the case may be, the Company (and approved by the Chargee) in respect of the maintenance of the Aircraft;

Maintenance Contractor means a Manufacturer approved maintenance contractor approved by the Chargee;

Maintenance Service Plan Contract means the agreement to be entered into between the MSP Contractor and the Manager, or as the case may be, the Company and approved by the Chargee;

Management Agreement means the agreement to be entered into between the Manager and the Company in respect of the operation of the Aircraft;

Manager means GAMA Aviation Ltd. or another manager of the Aircraft as appointed by the Company, and acceptable to the Chargee;

Manufacturer means Raytheon Aircraft Company;

MSP Contractor means Raytheon Aircraft Company, Honeywell Inc, any manufacturer of any part fitted to the Aircraft or any of their subsidiary companies, that facilitates the management of the Maintenance Service Plan Contract;

Notice, Acknowledgement and Consent means the notice of the Aircraft Purchase Agreement Assignment and the acknowledgement and consent of the Manufacturer thereto and the agreement of the Company, the Purchaser and the Chargee to the terms of such consent;

Operative Documents means the Lease Agreement, the Security Documents, the Aircraft Purchase Agreement Assignment, the Acceptance Certificate, the Notice, Acknowledgement and Consent, the Tripartite Agreement, the Management Agreement, the Maintenance Contract, the Maintenance Service Plan Contract, any schedules or documents executed pursuant to the Lease Agreement and expressly designated as an Operative Document, any notices or certificates from time to time issued by the Company pursuant to the Lease Agreement, and any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed by the Company with respect to the Aircraft;

Purchase Agreement means the purchase agreement dated 24 November 2004, incorporating the provisions of the Aircraft Specification and Description and seller's limited warranty, as amended by an addendum to the Purchase Agreement between Manufacturer and Purchaser with respect to, inter alia, the Aircraft;

Purchaser means Tesco Stores Limited;

Sale End Date means the date, which falls six (6) months after the Scheduled Expiry Date;

Scheduled Expiry Date means the numerically corresponding day falling sixty (60) months after the Delivery Date;

Security Assignment means the security assignment between the Company and the Chargee dated 13 May 2005 relating to the Aircraft;

Security Documents means the Security Assignment, the Corporate Guarantee, the Share Charge, any schedules or documents executed pursuant to the Lease Agreement or any of the foregoing and expressly designated as a Security Document, and any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed by the Company;

Security Interest means any mortgage, charge, pledge, lien, encumbrance, assignment by way of security or subject to an equity of redemption, hypothecation, or other agreement or arrangement having the effect of conferring security;

Tesco plc
Tesco House
Delamare Road
Cheshunt
Hertfordshire
EN8 9SL

Security Period means the period commencing on the date of the Security Assignment and terminating on the date upon which all of the Secured Obligations have been paid, performed and discharged in full provided that, in the case of future or contingent liabilities the Security Period shall, in any event, end on the date falling three hundred and sixty four (364) days after the Sale End Date;

Shares means the one (1) registered issued share in the Company and the share certificate or other documents of title relating thereto which are for the time being and from time to time deposited under the Share Charge and includes all dividends paid or payable thereon, stocks and shares (and dividends thereon), rights, moneys and property accruing or offered at any time by way of substitution, redemption, bonus, preference, option or otherwise for the same or in respect thereof; and

Tripartite Agreement means the agreement dated 13 May 2005 between the Chargee, the Company and the Manager.

Tesco plc
Tesco House
Delamare Road
Cheshunt
Hertfordshire
EN8 9SL

COVENANTS

The Chargor has covenanted and agreed with the Chargee that it shall during the Security Period:

- (i) not assign or otherwise deal with the Shares owned by the Chargor and not create, assume, incur or suffer to exist or permit the creation, incurr or existence of any lien, encumbrance or other Security Interest over the Chargor's interest in the Shares other than pursuant to the Share Charge; and
- (ii) remain the legal and beneficial owner of the entire issued share capital of the Company and shall not sell or agree to sell or otherwise dispose or agree to dispose of the Chargor's interest in the Shares nor shall it permit its control over the affairs of the Company to be impaired other than in accordance with the Share Charge.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00445790

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SHARE CHARGE DATED THE 13th MAY 2005 AND CREATED BY TESCO PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO RBS AEROSPACE LIMITED ON ANY ACCOUNT WHATSOEVER 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 ON THE 31st MAY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd JUNE 2005.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES