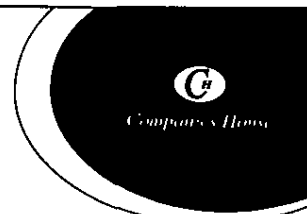


# MG01

## Particulars of a mortgage or charge



000222/13

A fee is payable with this form.

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

Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland.

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for  
company. To do this, please use  
form MG01s.

THURSDAY



A47 \*A6RHEF3K\* 76  
19/11/2009  
COMPANIES HOUSE

### 1 Company details

Company number 0 2 4 8 1 0 0 2

✓ Company name in full MK Airlines Limited

86 For official use

→ Filling in this form  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

✓ Date of creation 0 6 1 1 2 0 0 9

### 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 Cash deposit agreement between BP International Limited ("BP") and MK Airlines Limited  
("Customer") dated 6 November 2009 ("Agreement")

### 4 Amount secured

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

04  
5  
Amount secured

All moneys and liabilities, present or future, actual or contingent of  
Customer to BP or its assignees under the Supply Agreement and  
Supplemental Agreement and performance of the obligations owed by  
Customer under those agreements.

BP is entitled to apply the charged property to any sums due or owing  
to BP under the Supply Agreement or Supplemental Agreement by  
any other company in any group of companies to which Customer is  
part notwithstanding any contrary provisions in those agreements.

The security is a continuing security, notwithstanding any  
intermediate payment or settlement of account, for the payment of  
any sums due or to become due under the Supply Agreement and  
Supplemental Agreement, in addition and without prejudice to, any  
other security held by BP or its assignees in relation to the same.

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

## MG01 - continuation page

### Particulars of a mortgage or charge

4

#### Amount secured

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

Amount secured

Definitions:

"Supply Agreement" means the contract between BP and Customer for the sale of jet fuel by BP to the Customer.

"Supplemental Agreement" means the supplemental letter agreement between BP and Customer which requires the Customer to purchase and pay for a minimum quantity of 3.5 million US gallons of jet fuel (the "Minimum Quantity") pursuant to the Supply Agreement and to make a payment to BP on expiry or termination of the Supply Agreement if, at such time, the Customer has not purchased and paid for the Minimum Quantity.

MG01

Particulars of a mortgage or charge

5

**Mortgagee(s) or person(s) entitled to the charge (if any)**

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

Name

BP International Limited

Address

Chertsey Road, Sunbury on Thames, Middlesex

Postcode

T W 1 6 7 B 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

The Deposit is charged by way of first fixed charge. The "Deposit" being the payment of USD 187,500 made from the Customer to BP as that sum may be increased or decreased in accordance with the terms of the Agreement as further detailed below.

BP may apply parts of the Deposit by way of payment against the whole or part of any invoices or any sums otherwise due to BP or its assignees under the Supply Agreement or the Supplemental Agreement, including any sums due or owing to BP under the Supply Agreement or Supplemental Agreement by any other company in any group of companies of which Customer is part.

BP will, on a monthly basis, carry out evaluations of the then current Minimum Purchase Exposure. If such evaluation identifies that the Minimum Purchase Exposure has fallen below the Threshold, BP may reduce the Deposit by the amount by which the Threshold exceeds the then current Minimum Purchase Exposure. If the Deposit is reduced, BP will return an amount equivalent to the reduction to the Customer within five business days of the end of the relevant monthly period.

Upon expiry or termination of the Supply Agreement (unless the parties or their associates have executed or are intending to execute a replacement supply agreement), BP shall deduct from the Deposit any amounts due or which may accrue to it or its assignees or any other member of the group of companies of which BP forms part under the Supply Agreement and the Supplemental Agreement.

**Definitions:**

"Minimum Purchase Exposure" means the total financial exposure of the Customer for any amounts which would become due from the Customer pursuant to the terms of the Supplemental Agreement if the Supply Agreement were to expire or terminate at the time of calculation of such Exposure.

"Threshold" means USD 87,500 at the date of the Agreement reduced from time to time by any amount by which the Deposit is reduced following BP's monthly evaluation of the then current Minimum Purchase Exposure.

# MG01


## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
Commission allowance or discount	None	

<b>8</b>	<b>Delivery of instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>	

<b>9</b>	<b>Signature</b>	
	Please sign the form here.	
Signature	<p>Signature</p> <p>X  X</p>	
	This form must be signed by a person with an interest in the registration of the charge.	

MG01

Particulars of a mortgage or charge



**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 **Laura Painter**

Company name **BP International Limited**

Address **BP Legal, Building 200, Chertsey Road**

Post town **Sunbury on Thames**

County/Region **Middlesex**

Postcode **T W 1 6 7 L N**

Country **United Kingdom**

DX

Telephone **01932762000**



**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



**Important information**

**Please note that all information on this form will appear on the public record.**



**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House.'



**Where to send**

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
DX 481 N.R. Belfast 1.



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



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

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

COMPANY NO. 2481002  
CHARGE NO. 86

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CASH DEPOSIT AGREEMENT  
DATED 6 NOVEMBER 2009 AND CREATED BY MK AIRLINES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO BP INTERNATIONAL LIMITED  
OR ITS ASSIGNEES 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 ON THE 19 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 NOVEMBER  
2009

PO  
JEL



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES