

149511 / 39.

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



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 a company. To do this, please use form MG01s

THURSDAY



A09 *A65XQLIB* 40

COMPANIES HOUSE

1**Company details**

Company number

0 3 4 5 4 4 4 7

Company name in full

TAG FARNBOROUGH AIRPORT LIMITED (the "Company")

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

3 0 0 6 2 0 1 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

Supplemental Debenture (the "Deed")

4**Amount secured**

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under (a) each of the Finance Documents and (b) any foreign exchange, overdraft, guarantee or letter of credit facility and any other ancillary banking, currency or payment facilities provided by Lloyds TSB Bank plc to the Borrower from time to time (the "Secured Obligations").

(see continuation pages)

Continuation page

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

MG01

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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

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

Name LLOYDS TSB BANK PLC (the "Agent")

Address 25 Gresham Street, London

Postcode E C 2 V 7 H

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

1. FIXED SECURITY

1.1 Mortgage

The Company charged with full title guarantee in favour of the Agent (as agent and trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property.

1.2 Assignment by way of Security

To the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 2.1 (Mortgage) of the Deed, the Company assigned and agreed to assign absolutely with full title guarantee to the Agent (as agent and trustee for the Finance Parties) to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest to, in and under all present and future

(a) agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by or given to the Company in respect of the Mortgaged Property,

(b) licences in relation to the Mortgaged Property,

(c) Rental Income and Disposal Proceeds in each case relating to the Mortgaged Property and the right to make demand for and receive the same,

(d) Insurance Policies relating to the Mortgaged Property and all proceeds paid or payable thereunder

(see continuation pages)

MG01

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

8 Delivery of instrument

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).

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).

9 Signature

Please sign the form here

Signature

Signature

X  X

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 Alasdair Hinds

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country UK

DX DX 33866 Finsbury Square

Telephone 020 7796 6107



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R 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

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	<p>"Charged Assets" means the assets and undertaking of the Company from time to time charged or assigned by way of fixed Security to which the Company is a party as security for the payment or discharge of all or any of the Secured Obligations;</p> <p>"Event of Default" means any of the Events specified in clause 20.1 of the Facility Agreement,</p> <p>"Facility Agreement" means the term facility agreement dated 30 October 2001 and made between (1) the Company (as borrower), (2) TAG Farnborough (Holdings) Limited (as "Holdco") and (3) the Agent as amended on 29 October 2004, 3 October 2005, 21 August 2009, as further amended on 30 June 2010 and as further amended, restated, novated, supplemented or replaced from time to time,</p> <p>"Finance Document" means each of</p> <ul style="list-style-type: none">(a) the Facility Agreement,(b) The Original Debenture and any Supplemental Debenture,(c) the Subordination Agreement,(d) the Shares Charge,(e) the Deeds of Covenant,(f) the Fee Letter,(g) any Hedging Document;(h) the Guarantee;(i) any other document from time to time creating, evidencing or entered into as security for, or guaranteeing, any of the Secured Obligations(j) any document entered into pursuant to, or which amends or varies, any document referred to in paragraphs (a) to (i) above, and(k) any document designated as such in writing by both the Agent and the Company <p>(NOTE: (c) to (h) are as defined in the Facility Agreement);</p> <p>"Finance Party" means each of the Agent, Lloyds TSB Bank plc (as the "Counterparty") and the parties listed in schedule 1 to the Facility Agreement (as the "Banks");</p> <p>"Insurance Policies" means any policy of insurance or assurance in which the Company may at any time have an interest entered into in accordance with Clause 19.7 (Insurance) of the Facility Agreement,</p> <p>"Mortgaged Property" means the freehold property specified in the Schedule (Mortgaged Property) to the Deed and copied below,</p> <p>"Obligor" means each of the Company and Holdco and, for the purposes of Clauses 20.3 (Misrepresentation), 20.4 (Breach of Undertaking) and 20.5 (Breach of Specific Undertaking) of the Facility Agreement, includes TAG Aviation Holding SA for so long as it is a party to the Subordination Agreement,</p> <p>"Original Debenture" means the Debenture dated 30 October 2001 granted by the Company (as borrower) in favour of the Agent (acting as agent and trustee as aforesaid);</p>	

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	<p>"Property" means each of</p> <p>(a) all that land and premises known as Farnborough Aerodrome in respect of which the Company has the benefit of a Management Contract dated 1 January 2000 between the Ministry of Defence Directorate of Contracts/Central Purchasing (1) and the Company (2),</p> <p>"Receiver" means a receiver or receiver and manager or an administrative receiver as the Agent may specify at any time in the relevant appointment made under the Deed, which term will include any appointee made under a joint and/or several appointment by the Agent,</p> <p>"Rental Income" means all sums paid or payable to or for the benefit of the Company arising from the letting, use or occupation of all or any part of the Property, including but not limited to (but without double counting)</p> <p>(a) rents, licence fees and equivalent sums reserved or made payable,</p> <p>(b) sums utilised from any deposit held as security for performance of any tenant's obligations;</p> <p>(c) any other monies payable in respect of use and/or occupation,</p> <p>(d) proceeds of insurance in respect of loss of rent,</p> <p>(e) receipts from or the value of consideration given for the grant, surrender or variation of any letting,</p> <p>(f) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Property,</p> <p>(g) proceeds paid for a breach of covenant under any Lease in relation to the Property and for expenses incurred in relation to any such breach;</p> <p>(h) any contribution to a sinking fund paid by an occupational tenant;</p> <p>(i) any contribution by an occupational tenant of the Property to ground rent due under any Lease out of which the Company derives its interest in the Property;</p> <p>(j) any payment from a guarantor or other surety in respect of any of the items listed in this definition,</p> <p>(k) interest, damages or compensation in respect of any of the items in the definition, and</p> <p>(l) any VAT payable on any sum mentioned in this definition,</p> <p>"Security" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security interest or any other agreement or arrangement (such as sale or lease and leaseback, a blocked account, set-off or similar "flawed asset" arrangement) in each case where it has the commercial effect analogous to the conferring of security, and</p> <p>"Security Period" means the period beginning on the date of the Deed and ending on the date on which the Agent is satisfied acting reasonably that the Secured Obligations have irrevocably been paid or discharged in full.</p> <p style="text-align: center;">Schedule MORTGAGED PROPERTY</p> <p>All that freehold property known as Plot E, IQ Business Park, Farnborough forming part of title number HP568822 as the same is more particularly described in a transfer of part of even date and made between (1) Farnborough Business Park Limited and (2) the Company</p>

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. FIXED SECURITY

1.1 Mortgage

The Company charged with full title guarantee in favour of the Agent (as agent and trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property

1.2 Assignment by way of Security

To the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 2.1 (Mortgage) of the Deed, the Company assigned and agreed to assign absolutely with full title guarantee to the Agent (as agent and trustee for the Finance Parties) to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted), as security for the payment and discharge of the Secured Obligations, all of its right, title and interest to, in and under all present and future

(a) agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by or given to the Company in respect of the Mortgaged Property,

(b) licences in relation to the Mortgaged Property,

(c) Rental Income and disposal proceeds in each case relating to the Mortgaged Property and the right to make demand for and receive the same,

(d) Insurance Policies relating to the Mortgaged Property and all proceeds paid or payable thereunder

1.3 Fixed Security

To the extent not validly and effectively charged by way of first legal mortgage pursuant to clause 2.1 (Mortgage) of the Deed or effectively assigned pursuant to clause 2.2 (Assignment by way of Security) of the Deed, the Company charged with full title guarantee in favour of the Agent (as agent and trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first fixed charge, all present and future assets which are specified in clause 2.2 (Assignment by way of Security) of the Deed.

2 CONTINUING SECURITY

2.1 The Security from time to time constituted by the Deed is a continuing security and will remain in full force and effect as a continuing security until the end of the Security Period

2.2 No part of the Security from time to time constituted by the Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

3. PERFECTION OF SECURITY

3.1 The Company shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agent may reasonably specify (and in such form as the Agent may reasonably require in favour of the Agent or its nominee(s)) to:

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(a) perfect the Security created or intended to be created in respect of the Charged Assets (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of the rights, powers and remedies of the Agent provided by or pursuant to the Deed or by law;

(b) confer on the Agent security over any Property or assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the Security intended to be conferred by or pursuant to the Deed, and/or

(c) facilitate the realisation of the Charged Assets once the Deed has become enforceable in accordance with Clause 5 of the Original Debenture. Provided that no such provision will be materially more onerous on the Company than the provisions of the Deed

3 2 The obligations of the Company under this Clause 3 (Perfection of Security) are in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

4 POWER OF ATTORNEY

4 1 Appointment and powers

The Company by way of security irrevocably appointed the Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

4.1 1 carrying out any obligation imposed on the Company by the Deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets) and which, while no Event of Default is continuing, the Company has failed to comply with; and

4.1 2 enabling the Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to the Deed or by law (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Assets).

4.2 Ratification

The Company shall ratify and confirm all things done and all documents executed by any such attorney in the exercise or purported exercise of all or any of his powers in accordance with Clause 9.1 (Appointment and powers) of the Original Debenture



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3454447
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEBENTURE
DATED 30 JUNE 2010 AND CREATED BY TAG FARNBOROUGH
AIRPORT LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO THE FINANCE
PARTIES (OR ANY OF THEM) 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 8 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JULY 2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES