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MG01

Particulars of a mortgage or charge



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LASERFORM

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

X **What this form is not for**
You cannot use this form to register
particulars of a mortgage or charge
in Scotland or the Republic of
Ireland. To do this you must use
form MG01s

TUESDAY



LD2

L1FALJ80

14/08/2012

#110

COMPANIES HOUSE

Please

ov uk

1 Company details

Company number 00464648
Company name in full British Midland Airways Limited

174 For official use

→ **Filing 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 01/08/2012

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 A Sub-Lease Security Assignment dated 1 August 2012 between British
Midland Airways Limited as "Assignor" and Eden Irish Aircraft Leasing MSN
2981 Limited as "Assignee" (the "Assignment")

4 Amount secured

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

Amount secured The due and punctual payment and performance of all
moneys, obligations and liabilities, now or
hereafter due, owing or incurred by the Assignor to
the Assignee under the Headlease,

together the "Secured Obligations"

For definitions of capitalised terms please see the
continuation sheets numbered 1-5 of the short
particulars of all the property mortgaged or
charged

Continuation page

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

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

Continuation page

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

Name Eden Irish Aircraft Leasing MSN 2981 Limited

Address 4450 Atlantic Avenue, West Park, Shannon,

County Clare, Ireland

Postcode

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

Please see the continuation sheets numbered 1-5

MG01

Particulars of a mortgage or charge

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

None

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 870).

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 866). 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

14 August 2012
X *Summers & Summers LLP* 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

Company name

Simmons & Simmons LLP

Address

CityPoint

One Ropemaker Street

Post town

London

County/Region

Postcode

E

C

2

Y

9

S

S

Country

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020



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

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<div style="text-align: center;">Continuation Sheet 1 of 5</div> <p><u>1 Assignment and Charge</u></p> <p>1 1 As a continuing security for the payment and discharge of the Secured Obligations, the Assignor with full title guarantee, free and clear of all liens, charges, mortgages and encumbrances hereby assigns and agrees to assign absolutely to the Assignee all of its present and future rights, title and interest in, under and to</p> <ul style="list-style-type: none"> (a) the Sublease Documents and the Sublease Rights, (b) the Insurances, and the benefit of, and all claims under, and the rights to make all claims under the Insurances, subject to clause 1 2, (c) any and all Requisition Compensation, and (d) the Warranty Rights <p>1 2 This Assignment shall not constitute an assignment of any policy of insurance but only of the Assignor's benefits, rights and interests thereunder and the proceeds thereof and amounts payable thereunder</p> <p><u>2 Undertakings</u></p> <p>2 1 Performance of the Sublease Documents and other contracts The Assignor will during the Security Period</p> <ul style="list-style-type: none"> (a) diligently perform its obligations in respect of the Assigned Property, (b) promptly notify the Assignee (1) of any default of which it has knowledge by the Assignor and/or by the Sublessee under any of the Sublease Documents or (2) if performance under the Sublease Documents is being frustrated or the performance thereof becoming impossible or substantially different from that contemplated originally by the parties thereto, (c) not knowingly take any action the taking of which might adversely affect the interests of the Assignee in any of the Assigned Property, (d) not assign to any other person the Assigned Property or any of its rights therein without the prior written consent of the Assignee, and (e) following the occurrence of an event of default under the Headlease which is continuing, not give any consent, waiver or approval under the Sublease Documents or exercise any right in respect of the Assigned Property without the prior written consent of the Assignee, (f) take all steps as reasonably required by the Assignee to preserve or protect the Assignee's rights and interest in the Assigned Property, (g) not, without the previous written consent of the Assignee (which consent shall not be unreasonably withheld), agree to any amendment to or variation of the Sublease,

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	<p style="text-align: center;">Continuation Sheet 2 of 5</p> <p>grant any consents or give any approvals pursuant to the terms of the Sublease, release the Sublessee from any of the Sublessee's obligations under the Sublease, or waive any breach of any such obligations under the Sublease or consent to or acquiesce in any act or omission by the Sublessee which would otherwise constitute such breach,</p> <p>(h) not terminate the leasing of the Aircraft by reason of any breach or alleged breach of the Sublease by the Sublessee without the prior written consent of the Assignee (which consent shall not be unreasonably withheld) PROVIDED ALWAYS that any such termination by the Assignor with such consent shall be without liability on the part of the Assignee in the event that the termination is subsequently held to constitute a repudiation of the Sublease,</p> <p>(i) reimburse the Assignee on demand with all expenditure reasonably incurred by the Assignee in protecting, maintaining and/or enforcing the security created by this Assignment,</p> <p>(j) supply to the Assignee such information, accounts and records concerning the Assigned Property as the Assignee may reasonably request,</p> <p>(k) promptly deliver to the Assignee a copy of each notice issued or received by the Assignor pursuant to the Sublease,</p> <p>(l) do or permit to be done any act or thing which the Assignee may require for the purpose of enforcing the Assignee's rights under this Assignment</p> <p>(m) promptly notify the Assignee upon becoming aware of the occurrence of any event of default under the Sublease, and</p> <p>(n) not create or permit to subsist any Security Interest in respect of the Sublease or the other Assigned Property, or assign, or otherwise dispose of any of the same or agree to do so</p> <p><u>2 Further Assurance</u></p> <p>The Assignor covenants that it will promptly on request by the Assignee do all such things and duly execute, sign, perfect, deliver and (if required) register, in each case at the cost of the Assignor, every such further document as in the opinion of the Assignee (acting reasonably) may be required for the purpose of carrying out the intent and purpose of the Assignment and to ensure that the Assignee obtains the full benefit of the Assignment and of the rights and powers herein granted</p>	

6	Short particulars of all the property mortgaged or charged
Short particulars	Please give the short particulars of the property mortgaged or charged
	<p style="text-align: center;">Continuation Sheet 3 of 5</p> <p>3. Definitions</p> <p>3 1 "Aircraft" means one (1) Airbus A319-100 aircraft with manufacturer's serial number 2981,</p> <p>"Airframe Warranties Agreement" means the agreement dated as of 9 January 2007, as amended, novated and supplemented from time to time, and made between (1) the Assignor, (2) AerFunding Leasing 2981 Limited and (3) Airbus S A S ,</p> <p>"Assigned Property" means the property assigned to the Assignee pursuant to clause 1,</p> <p>"Compulsory Acquisition" means, in relation to the Aircraft or any part thereof, its requisition for title or other compulsory acquisition, forfeiture, appropriation, expropriation or confiscation for any reason by any Government Entity or other competent authority or person, whether <i>de jure</i> or <i>de facto</i>,</p> <p>"Engine Warranties Agreement" means the agreement dated as of 9 January 2007, as amended, novated and supplemented from time to time, and made between (1) AerCap B V , (2) the Assignor, (3) IAE International Aero Engines AG and (4) AerFunding Leasing 2981 Limited,</p> <p>"Government Entity" means</p> <p>(a) any national government, political subdivision thereof, or local jurisdiction therein,</p> <p>(b) any instrumentality, board, commission, court, or agency of any of the above, however constituted, and</p> <p>(c) any association, organisation, or institution of which any of the above is a member or to whose jurisdiction any thereof is subject or in whose activities any of the above is a participant,</p> <p>"Headlease" means the aircraft lease agreement dated as of 23 November 2006, as amended, novated and supplemented from time to time, and made between (1) the Assignee as lessor and (2) the Assignor as lessee, whereby the Assignee agreed to lease to the Assignor and the Assignor agreed to take on lease the Aircraft for the period and upon the terms and conditions therein contained,</p> <p>"Insurances" means the proceeds of all policies and contracts of insurance (other than third party liability insurance) which are from time to time taken and are entered into in accordance with the requirements of the Headlease,</p> <p>"Requisition Compensation" means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition,</p> <p>"Security Interest" means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, right of detention, right of set-off or any other agreement or arrangement having the effect of conferring security,</p>

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Sheet 4 of 5

"Security Period" means the period commencing on the date hereof and ending on the date on which all of the Secured Obligations have been irrevocably and unconditionally paid, performed or discharged in full,

"Sublease" means the aircraft operating lease agreement dated as of 1 August 2012 and made between (1) the Assignor as lessor and (2) the Sublessee as lessee, whereby the Assignor agreed to lease to the Sublessee and the Sublessee agreed to take on lease the Aircraft for the period and upon the terms and conditions therein contained,

"Sublease Documents" means the Sublease (including any amendment, variation and/or supplement thereto and any schedule) and any instrument, document, agreement and/or notice ancillary or relating thereto,

"Sublease Payments" means all sums of money whatsoever which are due and/or become due under the Sublease Documents including claims for damages in respect of any breach of, default under or termination of the Sublease and including any moneys payable in respect of Requisition Compensation, sums paid on termination or cancellation of the Sublease,

"Sublease Rights" means

- (a) all rights of the Assignor to receive all present and future Sublease Payments,
- (b) the right of the Assignor under the Sublease Documents to terminate the Sublease, to perform thereunder and to compel performance and otherwise exercise all rights and remedies thereunder pursuant thereto or in connection therewith including, without limitation, all or any of the rights of the Assignor to extend the Sublease, all rights to give and receive notices, reports, requests and consents, to make demands, to exercise any discretions, options and elections and generally the right to exercise all rights and remedies thereunder, and
- (c) any and all proceeds of the foregoing,

"Sublessee" means **British Airways Plc**, a company incorporated under the laws of England whose address and principal place of business is at Waterside, P O Box 365, Harmondsworth, West Drayton, UB7 0GB, and

"Warranty Rights" means

- (a) if applicable, any rights of the Assignor to receive all present and future sums of money whatsoever which are due and/or become due under the Airframe Warranties Agreement and/or the Engine Warranties Agreement and/or any other warranty from any manufacturer, maintenance provider and/or repairer of the Aircraft including claims for damages in respect of any breach of, default under or termination thereof and including any moneys payable in respect of sums paid on termination or cancellation thereof,

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

Continuation Sheet 5 of 5

- (b) if applicable, any right of the Assignor under the Airframe Warranties Agreement or the Engine Warranties Agreement and/or any other warranty from any manufacturer, maintenance performer and/or repairer of the Aircraft to terminate the same, to perform thereunder and to compel performance and otherwise exercise all rights and remedies thereunder pursuant thereto or in connection therewith including, without limitation, all or any of the rights of the Assignor to extend the duration thereof, all rights to give and receive notices, reports, requests and consents, to make demands, to exercise any discretions, options and elections and generally the right to exercise all rights and remedies thereunder,
- (c) the right to claim, and any and all proceeds of all claims made, under or other monies paid or payable in relation to the warranties and any other product support given by any manufacturer, vendor, servicer or repairer in relation to the Aircraft or any part thereof (in each case, to the extent capable of assignment), and
- (d) all proceeds of the foregoing



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 464648
CHARGE NO. 174**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUB-LEASE SECURITY
ASSIGNMENT DATED 1 AUGUST 2012 AND CREATED BY
BRITISH MIDLAND AIRWAYS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
EDEN IRISH AIRCRAFT LEASING MSN 2981 LIMITED 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 14 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 AUGUST 2012

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES