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In accordance with Section 860 of the Companies Act 2006

MG01
Particulars of a mortgage or charge

iris 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

✗ **What this form is NOT for**
You cannot use this form to re particulars of a charge for a S company To do this, please u form MG01s

TUESDAY

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A54 27/09/2011 264
COMPANIES HOUSE

1 Company details

For official use 148

Company number	0 1 0 2 6 1 6 7
Company name in full	Barclays Bank Plc
	("the **Chargor**")

→ **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 d1 d5 m0 m9 y2 y0 y1 y1

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

An account charge dated 15 September 2011 between the Chargor and Govco, LLC ("**Govco**") (the "**Account Charge**")

4 Amount secured

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

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

Amount secured

The obligation of the Chargor under the Transfer Agreement on each relevant Shortfall Fee Payment Date and the relevant Shortfall Fee Termination Date to pay to Govco or Citibank, as the case may be, each Shortfall Fee in respect of the Loan in accordance with the Transfer Agreement.

The debt owed by the Account Bank to the Chargor represented by the Credit Balance together with all rights, benefits and proceeds in respect thereof and in relation thereto (the "**Charged Debt**").

Unless defined elsewhere in this form MG01, please see the attached MG01 continuation pages for the defined terms which are used throughout.

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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	Govco, LLC
Address	c/o Citibank, N.A., 388 Greenwich Street
	25th Floor, New York, New York
Postcode	1 0 0 1 3
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

According to Clause 2.2 of the Account Charge, the Chargor charged and agreed to charge by way of a first fixed charge all of its rights in respect of the Charged Debt

According to Clause 2.3(a) the covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 of the Account Charge.

According to Clause 2 3(b) it shall be implied in respect of Clause 2 of the Account Charge that the Chargor is charging the Charged Debt free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

According to Clause 3 the Chargor must take whatever action the Chargee may reasonably require for creating, perfecting or protecting any security intended to be created by or pursuant to the Account Charge or facilitating the exercise of any right, power or discretion exercisable by the Chargee pursuant to the Account Charge in respect of the Charged Debt

Unless defined elsewhere in this form MG01, please see the attached MG01 continuation pages for the defined terms which are used throughout.

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
X Clifford Chance LLP X

This form must be signed by a person with an interest in the registration of the charge

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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	Ellaine Gelman
Company name	Clifford Chance LLP
Address	10 Upper Bank Street
Post town	Canary Wharf
County/Region	London
Postcode	E 1 4 5 J J
Country	
DX	149120 Canary Wharf 3
Telephone	020 7006 1000

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

In accordance with Section 860 of the Companies Act 2006

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

Account means the account in the name of the Chargor with the Account Bank at Citigroup Centre, Canada Square, Canary Wharf, london E14 5LB with account reference BarclaysDelaw-35160-25/07/19-05 and IBAN number GB45CITI18500811627279 and includes any other account which is a successor to the account on any renumbering or re-designation of accounts and any account into which all or part of a balance from the account is transferred for investment or administrative purposes

Account Bank means Citibank, N A , London branch in its capacity as account bank

Citibank means Citibank N A , London branch (other than its capacity as Account Bank)

Credit Balance means the credit balance from time to time on the Account

Daily Shortfall Fee has the meaning given to such term in the Transfer Agreement

Ex-Im Bank means Export-Import Bank of the United States

Ex-Im Bank Guarantee means the guarantee from Ex-Im Bank in favour of the Seller in respect of the borrower's obligations under the Loan

Guaranteed Loan Agreement means the ex-im bank facility agreement dated 10 October 2007 made between Delaware Aircraft Lease 2007-B1 LLC as borrower, Barclays Bank PLC as initial guaranteed lender and as guaranteed loan agent for the guaranteed lenders, Wells Fargo Bank Northwest, N A as security trustee and Ex-Im Bank

Instalment Payment means, in relation to the Loan in respect of which a Payment Certificate has been or is to be issued pursuant to the Ex-Im Bank Guarantee in respect of the Loan, each payment of the portion of the outstanding (but not yet due and payable) balance of the Note relating to the Loan made or to be made by Ex-Im Bank pursuant to the Ex-Im Bank Guarantee and the Payment Certificate in respect of the Loan on each Loan Payment Date

Loan means the loan transferred to Govco in accordance with the Transfer Agreement, as originally advanced by the Chargor (as lender) pursuant to a loan agreement dated 10 October 2007 and as more particularly described in schedule 1, part 5 of the Transfer Agreement

Loan Payment Date means the "Loan Payment Date" or "Interest Payment Date", as the case may be, as defined in the Operative Documents in respect of the Loan and including, for the avoidance of doubt, in respect of each Instalment Payment due under any Payment Certificate (if any)

Note means the promissory note (or any replacement promissory note) in respect of the loan issued pursuant to the Guaranteed Loan Agreement

Operative Document means any "Operative Document" or "Finance Document", as the case may be, defined as such in the relevant Guaranteed Loan Agreement

Payment Certificate means a certificate issued by Ex-Im Bank in the form prescribed in the Ex-Im Guarantee in respect of the Instalment Payments which are to be made by Ex-Im Bank

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In accordance with Section 860 of the Companies Act 2006

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Particulars of a mortgage or charge

4 **Amount secured**

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

Amount secured

Put Option means the option granted by the Seller to Govco under Clause 3 of the Transfer Agreement

Seller means Barclays Bank Plc.

Shortfall Fee means, in respect of a Shortfall Fee Interest Period relating to the Loan, the aggregate amount of the Daily Shortfall Fee that has accrued or would accrue (calculated on the basis of the scheduled Loan amortisation on such date) during such Shortfall Fee Interest Period

Shortfall Fee Interest Period means, with respect to the Loan, the period commencing on and including the date the loan is purchased and ending on (but excluding) the next succeeding Shortfall Fee Payment Date and, thereafter, each successive period commencing on and including the last day of the immediately preceding period and ending on but excluding the next succeeding Shortfall fee Payment Date until the Shortfall Fee Termination Date

Shortfall Fee Payment Date means an interest payment date or, to the extent that it is not an interest payment date in respect of the Loan, the Shortfall Fee Termination Date, in respect of the Loan

Shortfall Fee Termination Date means, in respect of the Loan, the earliest of the date of (i) the prepayment or repayment in full of such Loan (provided that where Ex-Im Bank issues a Payment Certificate such payment shall not be deemd to have occured until the last Instalment Payment pursuant to such Payment Certificate has been made), (ii) the payment by Ex-Im Bank of the outstanding principal amount and amounts of scheduled interest in respect of such Loan under the Ex-Im Guarantee; and (iii) the completion of the repurchase of such Loan by the Seller pursuant to an exercise of the Put Option in relation to such Loan

Transfer Agreement means the master transfer and put option agreement dated 20 July 2011 between the Chargor, Govco and Citibank, N A

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In accordance with Section 860 of the Companies Act 2006

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

Chargee means Govco (on behalf of itself and on behalf of Citibank)

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1026167
CHARGE NO. 148

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 15 SEPTEMBER 2011 AND CREATED BY BARCLAYS BANK PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GOVCO, LLC OR CITIBANK 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 27 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 SEPTEMBER 2011

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES