In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

231540 #13

Companies House

A fee is payable with this form
Please see 'How to pay' on the last page

You can use the WebFiling service to file this form online.
Please go to www companieshouse gov uk

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument

✗ **What this form is NOT for**
You may not use this form to register a charge where there instrument Use form MR08

This form **must be delivered to the Registrar for registration wit 21 days** beginning with the day after the date of creation of the charg delivered outside of the 21 days it will be rejected unless it is accompa court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form This scanned and placed on the public record **Do not send the original**

WEDNESDAY

R3H3PFIJ
RCS 24/09/2014 #2
COMPANIES HOUSE

A3GQYWUY
A35 19/09/2014 #300
COMPANIES HOUSE

For official use 3 2

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

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	0 2 5 7 1 2 2 4
Company name in full	BA CityFlyer Limited

2 Charge creation date

Charge creation date	d 0 d 4 m 0 m 9 y 2 y 0 y 1 y 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name	The Law Debenture Trust Corporation P L C
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☑

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X White and Case LLP. X

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

MR01
Particulars of a 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 The contact information you give will be visible to searchers of the public record

Contact name Robert Hughes

Company name White & Case LLP

Address 5 Old Broad Street

Post town

County/Region

Postcode E C 2 N 1 D W

Country

DX

Telephone 0207 532 1354

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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

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 filed on paper

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

PROFORMA

Company Number: 02571224
Company Name BA CITYFLYER LIMITED
Contact Name/ Organisation. Robert Hughes / White & Case LLP
Address 5 Old Broad Street, London, EC2N 1DW

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08
Particulars of the charge to be added, amended or deleted (please tick as appropriate)

☐ Company /LLP number

☐ Company/LLP name

☐ Date of creation of charge

☑ Persons entitled to the charge

☐ Description of property

☐ Fixed charge tick box (applies only to MR01/LLMR01)

☐ Floating charge tick box (applies only to MR01/LLMR01)

☐ Negative pledge tick box (applies only to MR01/LLMR01)

☐ Nature of the charge
(applies only to MR08/LL MR08)

☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

☐ Company /LLP number

☐ Company/LLP name

☐ Date of creation of charge

☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
  (applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
  (applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
  (applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
  (applies only to MR10/LL MR10)

Please give the instructions in the box below)

Please replace the Chargee details in Section 3 of Form MR01 with **British Airways E-Jets Leasing Limited**

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2571224

Charge code. 0257 1224 0032

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th September 2014 and created by BA CITYFLYER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th September 2014

POST

Given at Companies House, Cardiff on 24th September 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

EXECUTION VERSION

Dated 4 September 2014

I certify that this is a true copy of the original

NAME: David Wright

WHITE & CASE LLP

BA CITYFLYER LIMITED
as Assignor

and

BRITISH AIRWAYS E-JETS LEASING LIMITED
as Assignee

DEED OF ASSIGNMENT OF INSURANCES

in respect of One (1) Embraer ERJ 190-100 SR Aircraft Manufacturer's Serial No. 19000674

ADDLESHAW GODDARD

Contents

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THIS DEED OF ASSIGNMENT is made on 4 September 2014

BETWEEN:

(1) **BA CITYFLYER LIMITED**, a limited liability company incorporated and existing under applicable law of England and Wales (company no 02571224) having its registered office at Waterside PO Box 365, Harmondsworth, West Drayton, Middlesex, UB7 0GB, England (**Assignor**), and

(2) **BRITISH AIRWAYS E-JETS LEASING LIMITED**, a limited liability exempted company incorporated under the laws of Bermuda with registered company number 42992 having its registered office at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda (**Assignee**, which expression shall include its successors and assigns)

WHEREAS:

(A) The Assignee is leasing the Aircraft to the Assignor pursuant to the Lease Agreement

(B) In compliance with its obligations pursuant to the Lease Agreement, the Assignor has obtained and is maintaining the Insurances relating to the Aircraft

(C) The Assignor has agreed to assign its interest in the Insurances relating to the Aircraft (other than third party insurances) to the Assignee in order to secure the obligations of the Assignor under the Lease Agreement and the payment of all amounts due thereunder

THIS DEED OF ASSIGNMENT WITNESSES as follows

1 Definitions and Interpretation

1 1 Definitions

Unless otherwise defined herein, in this Deed of Assignment, capitalised words and expressions shall have the respective meanings given to them in Part 1 (Definitions) of Appendix A - Master Definitions Schedule

Aircraft means that certain Embraer ERJ 190-100 SR aircraft bearing manufacturer's serial number 19000674 together with any one or both of the two (2) GE model CF34E-10E aircraft engines bearing the manufacturer's serial numbers 424671 and 424672 respectively, as more particularly described in the Lease Supplement

Appendix A - Master Definitions Schedule means the master definitions schedule appended to the Security Trust Deed

Security Trust Deed means the security trust deed dated 1 September 2014, between the Assignee, Banco Nacional De Desenvolvimento Econômico e Social - BNDES and The Law Debenture Trust Corporation p l c

1 2 Interpretation

The rules of interpretation set out in Part 2 (Interpretation) of Appendix A – Master Definitions Schedule shall apply to this Deed of Assignment

1 3 Master Definitions

Appendix A - Master Definitions Schedule forms part of this Deed of Assignment

1 4 **Third Parties**

Unless expressly provided to the contrary in any Operative Document, no person who is not a Party to this Deed of Assignment shall be entitled to enforce any term of this Deed of Assignment pursuant to the Third Parties Act

2 Assignment

2 1 As continuing security for the payment, performance and discharge to the Lessor of the Lessee Secured Obligations, the Other Lessee Secured Obligations and the 2012 Lessee Secured Obligations, the Assignor hereby, with full title guarantee, assigns and agrees to assign absolutely to the Assignee all of its present and future rights, title and interest in and to (1) the Relevant Insurances, (2) all the benefits of such policies and contracts in respect of such Relevant Insurances (including all claims of whatsoever nature thereunder and returns of premiums in respect thereof) and (3) all Requisition Compensation relating to the Aircraft For the avoidance of doubt, this Deed of Assignment does not constitute an assignment of any policy of insurance but only of the benefit, rights, title, interest and proceeds thereunder insofar as the same relates to the Aircraft

2 2 The Assignee shall, at the cost and expense of the Assignor, re-assign the property assigned pursuant to clause 2 1 upon the Security Trustee becoming obliged to release the Mortgage in respect of the Aircraft pursuant to clause 5 1 (Release of Mortgage) of the Security Trust Deed or the Collateral (in so far as it relates to the Aircraft) pursuant to clause 4 (Disposals by the Security Trustee) of the Security Trust Deed and issue such notices of reassignment in respect of the property assigned pursuant to clause 2 1 as may reasonably be requested by the Assignor for the purpose of perfecting such reassignment

2 3 Notwithstanding the provisions of clause 2 1, any and all Requisition Compensation which the Lessee is entitled to receive pursuant to clauses 21 3 1 and 21 3 2 of the Lease Agreement shall be paid to the Lessee until such time as an Enforcement Event shall occur and be continuing, whereupon the Assignor shall forthwith, and the Assignee may at any time thereafter whilst such Enforcement Event is continuing, instruct the person from whom such Requisition Compensation is then payable to pay such Requisition Compensation to the Assignee or as it may direct

3 Covenant

The Assignor covenants that it shall

(a) promptly following execution of this Deed of Assignment give notice of this Deed of Assignment and the assignment herein contained to the insurance brokers through which the Relevant Insurances are from time to time effected and maintained in the form set out in schedule 5 to the Security Assignment and shall use its best endeavours to procure and deliver to the Assignee an acknowledgement of such insurance brokers in the form set out in schedule 5 to the Security Assignment, and

(b) not further assign, pledge or charge its right, title and interest in and to the Relevant Insurances or the Requisition Compensation in respect of the Aircraft assigned by this Deed of Assignment or any proceeds thereof to anyone other than the Assignee

4 Further Assurance

The Assignor covenants that it will from time to time at the request of the Assignee do all such things and execute all such documents as the Assignee may reasonably consider necessary

or desirable for giving full effect to this Deed of Assignment or for securing the rights of the Assignee hereunder

5 Powers of the Assignee

The security created by this Deed of Assignment shall become immediately enforceable upon the giving by the Assignee of a notice declaring that an Enforcement Event has occurred and for as long as such Enforcement Event continues, whereupon the Assignee shall become entitled, as and when it may see fit and without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925, to exercise in relation to the property assigned pursuant to clause 2 1 all or any of the rights, powers and remedies conferred upon mortgagees or chargees by any relevant law and/or conferred on the Assignee by virtue of this Deed of Assignment, and in particular (but without limiting the generality of the foregoing)

(a) to require that all policies, contracts and other records relating to the Relevant Insurances (including details of and correspondence concerning outstanding claims) be delivered forthwith to such brokers as the Assignee may nominate, and

(b) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings to collect, recover, compromise and give a good discharge for all claims then outstanding or thereafter arising under the Relevant Insurances or any of them and any Requisition Compensation and to take over or institute (if necessary using the name of the Assignor) all such proceedings in connection therewith as the Assignee, in its absolute discretion, thinks fit and to permit the brokers through whom collection or recovery is effected to charge the usual brokerage therefor

For the purposes of section 101 of the Law of Property Act 1925, the monies hereby secured shall be deemed to have become due and payable on the date of this Deed of Assignment

6 Power of Attorney

The Assignor hereby irrevocably by way of security and for so long as any Lessee Secured Obligations remain undischarged appoints the Assignee as its attorney (with full power of substitution and delegation) for and on its behalf and in its name and as its act and deed to execute, seal and otherwise perfect any document as is referred to in clause 4 (Further Assurance) and to do all such acts and execute all such documents necessary or desirable for the purpose of fully exercising its rights hereunder or effecting any release or discharge required by the insurers to permit the proceeds of Relevant Insurances to be dealt with in accordance with the terms of the Operative Documents in each case as it itself could have done or executed in relation to any Relevant Insurances taken out in respect of the Aircraft or in respect of any Requisition Compensation arising in respect of the Aircraft provided that the Assignee shall not exercise the authority conferred on it in this clause 6 unless an Enforcement Event has occurred and is continuing The Assignor hereby ratifies and confirms and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Assignee or any substitute or delegate may properly execute or do pursuant thereto

7 Successors in title

The obligations on the part of the Assignor contained herein shall bind it and its successors and permitted assigns and shall inure to the benefit of the Assignee and its respective successors and assigns, whether so expressed or not

8 Continuing and Independent Security

8 1 This Deed of Assignment and the security hereby created shall be a continuing security and, without limitation, shall not be, nor be considered as, satisfied by any intermediate discharge or payment of or on account of any liabilities or any settlement of accounts between the Assignor and the Assignee

8 2 This Deed of Assignment and the security hereby created shall be in addition to and not in substitution for or derogation of any other security (whether given by the Assignor or otherwise) now or from time to time hereafter held by the Assignee in respect of or in connection with any or all of the Lessee Secured Obligations, the Other Lessee Secured Obligations and/or the 2012 Lessee Secured Obligations hereby secured

8 3 The Assignee need not before exercising any of the rights, powers or remedies conferred upon it by this Deed of Assignment or by law (a) take action or obtain judgment against the Assignor or any other person in any court, (b) make or file claim or proof in a winding-up or liquidation of the Assignor or any other person or (c) enforce or seek to enforce the recovery of the Lessee Secured Obligations, the Other Lessee Secured Obligations and/or the 2012 Lessee Secured Obligations hereby secured or any other security such as is mentioned in clause 8 2

8 4 The Assignee may in its discretion (a) grant time or other indulgence or make any other arrangement in respect of any of the Lessee Secured Obligations, the Other Lessee Secured Obligations and/or the 2012 Lessee Secured Obligations hereby secured or of any other security therefor or of any other person or persons not Parties hereto or (b) vary any provision of the Lease Agreement or any Operative Document without prejudice to this security and the security created by this Deed of Assignment shall not be in any way discharged or impaired by reason of any other circumstance which might (but for this provision) constitute a legal or equitable discharge of such security

8 5 Sections 93 (subject to clause 2 2) and 103 of the Law of Property Act 1925 shall not apply to this Deed of Assignment

9 Notices and Miscellaneous

9 1 The provisions of clause 29 (Notices) of the Lease Agreement shall apply mutatis mutandis to this Deed of Assignment

9 2 This Deed of Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument

10 Governing Law

This Deed of Assignment and all non-contractual obligations arising from, or connected with, it shall be governed by and construed in accordance with the laws of England

11 Jurisdiction

11 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with, this Deed of Assignment (including a dispute relating to non-contractual obligations arising from, or in connection with, this Deed of Assignment, or a dispute regarding the existence, validity or termination of this Deed of Assignment or the consequences of its nullity) (**Dispute**)

11 2 The Parties hereto agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary

11 3 This clause 11 is for the benefit of the Assignee only As a result, the Assignee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction To the extent allowed by law, the Assignee may take concurrent proceedings in any number of jurisdictions

IN WITNESS whereof this Deed of Assignment has been executed by the Parties hereto and is intended to be and is hereby delivered on the day and year first before written

Execution page – Deed of Assignment of Insurances – MSN 19000674

The Assignor

Executed as a deed by)
BA CityFlyer Limited)
acting by a director in the presence of) Director

Signature of witness

Name ELAYNE ALEXANDER

Address WATERSIDE
UB7 0GB

The Assignee

Executed and delivered as a deed by)
British Airways E-Jets Leasing Limited)
acting by a director in the presence of) Director

Signature of witness

Name

Address

Execution page – Deed of Assignment of Insurances – MSN 19000674

The Assignor

Executed as a deed by)
BA CityFlyer Limited)
acting by a director in the presence of) Director

Signature of witness

Name

Address

The Assignee

Executed and delivered as a deed by)
British Airways E-Jets Leasing Limited)
acting by a director in the presence of) Director

Signature of witness

Name Matthew Godfrey.

Address Canons Court, 22 Victoria Street
Hamilton HM12, Bermuda