

MG01

Particulars of a mortgage or charge



106845/13

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 on a
company. To do this, use
form MG01s

FRIDAY



LD3 23/12/2011 #392
COMPANIES HOUSE

1 Company details

Company number 0 2 7 3 9 5 3 7

Company name in full JET2 COM LIMITED ("Lessee")

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 d2 d0 m1 m2 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 Aircraft Lease Agreement between Lessee and Coral Aircraft One Limited
("Lessor") relating to one (1) Boeing 737-800 aircraft, bearing
manufacturer's serial number 28385 (the "Lease Agreement")

4 Amount secured

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

Amount secured Performance by Lessee of its obligations under the
Lease Agreement and the other Lessee's Documents.

Unless defined elsewhere on this Form MG01, please
see the attached MG01 continuation page in section
6 (Short Particulars of all the property charged)
of this form for the defined terms which are used
throughout this Form MG01 (including in such
continuation page)

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	Coral Aircraft One Limited	
Address	West Pier, Dun Laoghaire, Co Dublin, 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	<p>In the event that any court or other Governmental Entity shall ever determine that Lessee has any rights in the Security or any Overhaul Payments, Lessee pledged, charged (on a fixed charge basis) and assigned to Lessor and granted Lessor a first priority security interest in and a charge over the <u>Security and each Overhaul Payment</u></p> <p>The Lease Agreement contains covenants for further assurance and a negative pledge with respect to the Lessee's interests in the Lease Agreement</p> <p>Unless defined elsewhere on this Form MG01, please see the attached MG01 continuation page in section 6 (Short Particulars of all the property charged) of this form for the defined terms which are used throughout this Form MG01 (including in such continuation page).</p>	

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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).

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Signature

Please sign the form here

Signature

Signature

X

Chippindale & Co

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 Harpreet Jheeta

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town

County/Region Canary Wharf

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 4996

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

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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>"Acceptance Certificate" means the acceptance certificate dated 20 December 2011 signed by Lessee and Lessor in respect of the Aircraft</p> <p>"Aircraft" means that certain Boeing 737-800 aircraft bearing manufacturer's serial number 28385</p> <p>"Affiliate" means, in respect of any person, any person directly or indirectly controlling, controlled by, or under common control with such first person, and a person shall be deemed to control another person if such first person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting securities, contract or otherwise</p> <p>"Collateral Agent" means any person holding a Lien over the Aircraft or the Lease Agreement on behalf of the Lender (which may be the Lender itself)</p> <p>"Deregistration Power of Attorney" means the deregistration power of attorney substantially in the form of Schedule 8A of the Lease Agreement granted by Lessee in favour of Lessor in respect of the Aircraft.</p> <p>"Governmental Entity" means (i) any national government, political subdivision thereof or local jurisdiction therein, (ii) any instrumentality, board commission, court or agency of any of the foregoing, however constituted, and (iii) any association, organisation or institution of which any of the foregoing 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 any aircraft lease agreement between Owner as lessor and Lessor as lessee in respect of the Aircraft.</p> <p>"IDERA" means an Irrevocable De-Registration and Export Request Authorisation for the Aircraft substantially in the form of Schedule 6B of the Lease Agreement.</p> <p>"Lender" means one or more banks or financial institutions or other persons notified in writing to Lessee that may from time to time provide financing directly or indirectly to any Lessor Party or any Affiliate of any thereof in relation to Owner's or Lessor's acquisition, continuing ownership or leasing of the Aircraft and shall include any Collateral Agent and person acting as agent for one or more Lenders</p> <p>"Lessee Acknowledgement" means the acknowledgement by Lessee of the assignment of the Lease by way of security to the Collateral Agent.</p> <p>"Lessee's Documents" means the Lease Agreement, the Acceptance Certificate, the Deregistration Power of Attorney, the IDERA (if any), the Lessee Acknowledgement, any confirmation of the assignment of warranties signed by Lessee in respect of the Aircraft, any acknowledgment of the Security Documents signed by Lessee and all notices, consents, certificates, confirmations and other documents from time to time issued or entered into by Lessee pursuant to or in connection with any thereof</p> <p>"Lessor Guarantor" means Fly Leasing Limited, a company incorporated under</p>

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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>the laws of Bermuda</p> <p>"Lessor Party" means Owner, Lessor and Lessor Guarantor</p> <p>"Lien" means any mortgage, charge, pledge, lien, right of detention, right of set off (but excluding any right of set off arising in favour of a banker by operation of law), right of de-registration or export, international interest, national interest or any encumbrance or security interest whatsoever, howsoever created or arising</p> <p>"Overhaul Payments" means payments under the Lease Agreement to the Lessor in relation to the Overhaul Events relating to each Airframe Heavy Maintenance Check, Engine Performance Restoration, Engine LLP Replacement, APU Overhaul and Landing Gear Overhaul</p> <p>"Owner" means the Lessor or any other person notified by Lessor to Lessee from time to time in writing as the owner of the Aircraft</p> <p>"Performance Amount" means US\$705,000</p> <p>"Security" means the Performance Amount together with any Security Letter of Credit provided in accordance with clause 6.2 of the Lease Agreement and any drawings thereunder and any other payments made by Lessee under Clause 6.2 of the Lease Agreement (which shall include any payment that Lessee is required to make from time to time in order to restore the Performance Amount to the amount of US\$705,000).</p> <p>"Security Documents" means any and all assignments by way of security or mortgage entered into (i) by any Lessor Party or any Affiliate thereof of any or all of such person's right, title and interest in the Aircraft, the Lease Agreement, the Headlease (if any) and/or the other Lessee's Documents from time to time granted by such person in favour of any Lender or (ii) by Lessor in favour of Owner and, in any case, notified in writing to Lessee</p> <p>"Security Letter of Credit" means an irrevocable letter of credit satisfying the requirements of sub-clause 6.2(c)(i) of the Lease Agreement delivered to Lessor or Lessor's assignee in lieu of payment of the Performance Amount in cash.</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2739537
CHARGE NO. 28**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AIRCRAFT LEASE AGREEMENT
DATED 20 DECEMBER 2011 AND CREATED BY JET2.COM
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY 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 23 DECEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2012

(04)



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES