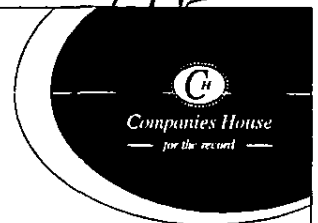


MG01

Particulars of a mortgage or charge

30303713



A fee is payable with this form

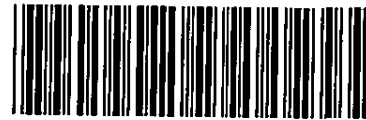
We will not accept this form unless you send the correct fee

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 for**
You cannot use this form to register
particulars of a mortgage or charge
company To form MG01s

WEDNESDAY



L243CE28

LD4

13/03/2013

#39

COMPANIES HOUSE

on, please
at
e gov uk

For official use

1 Company details

Company number 0 2 7 3 9 5 3 7

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

→ 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 0 7 0 3 2 0 1 3

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 Package Master Lease Agreement (in respect of B737 800 Fleet) dated 7 March 2013
between Dart Group PLC (the "Owner") and the Lessee (the "Lease")

4 Amount secured

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

Amount secured

All monies from time to time due or owing by the Lessee to the Owner
under the Lease and the Other Leases (as defined below) and the
performance by the Lessee of all its obligations and liabilities under
the Lease and the Other Leases (the "Secured Liabilities")

"Other Leases" means the Aircraft Package Master Lease
Agreements each dated 31 March 2006 between the Owner and the
Lessee in respect of, respectively, the B757-200 fleet of airframes
and engines and the B737-300 fleet of airframes and engines and any
other lease agreement from time to time entered into between the
Owner and Lessee in relation to any one or more airframes and/or
engines

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	
Name	DART GROUP PLC	
Address	Low Fare Finder House, Leeds Bradford Airport, Yeadon, Leeds, West Yorkshire	
Postcode	L S 1 9 7 T U	
Name		
Address		
Postcode		
6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Pursuant to Clause 2 3 5 of the Lease, the Lessee charges to the Owner by first fixed charge, all rights of the Lessee to repayment (whether in accordance with Clause 9 2 of the Lease or otherwise) of the Maintenance Amounts (as defined below) from time to time paid by the Lessee to the Owner thereunder, the debt represented thereby and its proceeds (both collected and uncollected), all rights, interests, guarantees, security or other collateral of the Lessee in respect of the same and the benefit to the Lessee of any judgment or order to pay a sum of money in respect of the same and all the Lessee's rights to enforce the same (the "Charged Assets") Except as expressly permitted under the Lease, the Lessee will not have any right, title or interest in or to the Charged Assets</p> <p>Title Guarantee and Continuing Security</p> <p>Pursuant to Clause 2 3 6 of the Lease, the parties thereto agree that all security created by the Lessee under Clause 2 3 5 of the Lease is granted with full title guarantee and is granted in respect of all the right, title and interest (if any), present and future, of the Owner in and to the Charged Assets Further, the security constituted by Clause 2 3 5 of the Lease, (i) shall be continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by the Lessee or any other person of the whole or any part of the Secured Liabilities, (ii) is in addition to any other security which the Owner may hold at any time for the Secured Liabilities (or any of them), and (iii) may be enforced without first having recourse to any other rights of any person</p> <p>Further Assurances</p> <p>Pursuant to Clause 2 3 5 of the Lease, the Lessee agrees that it will from time to time do any such acts and enter into any additional documents and instruments necessary or reasonably requested by the Owner to evidence, create or perfect the Owner's rights to the Charged Assets</p> <p>(continued on continuation page)</p>	

Continuation page

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

Continuation page

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

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>Pursuant to Clause 15 14 of the Lease, without prejudice to any other obligation of the Lessee under the Lease the Lessee undertakes duly and promptly, at the Lessee's cost and expense, to take from time to time any and all such action as the Owner may reasonably require in order that the Owner may, to the maximum extent possible, have the protection and benefits available to the Owner, as lessor under the Lease of the Aircraft Package (as defined below), under the Cape Town Convention on International Interests in Mobile Equipment and its Protocol on matters specific to Aircraft Equipment</p> <p>Negative Pledge</p> <p>Pursuant to Clause 2 3 5 of the Lease, the Lessee will not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, assign, transfer or otherwise dispose of all or part of its rights, title or interest in or to the Charged Assets</p> <p>Pursuant to Clause 2 3 7 of the Lease the parties thereto agree that the Lessee shall not create nor permit to subsist any security, except that granted under Clause 2 3 5 of the Lease, over any of the Charged Assets nor (i) sell, transfer or otherwise dispose of any thereof on terms whereby they are or may be leased to or re-acquired by the Lessee, (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms, or (iii) enter into any other arrangement having a similar effect</p> <p>Pursuant to Clause 10 3 of the Lease, the Lessee has no authority to pledge the credit of the Owner or Mortgagee (as defined below) or to offer the Aircraft Package or any Item thereof as security in any manner whatsoever</p> <p>Pursuant to Clause 10 4 of the Lease the parties thereto agree that the Lessee shall not during the Term create or suffer to exist any Lien (other than a Permitted Lien (as such terms are defined below)) in respect of the Aircraft Package or any Item (as defined below) thereof (save as to any created by the Owner or Mortgagee) and, if at any time any such Lien shall exist, the parties agree that the Lessee will forthwith cause the same to be discharged by bond or otherwise and the Lessee shall indemnify and hold harmless the Owner from and against all losses which the Owner may sustain arising therefrom</p> <p>Subordination</p> <p>Under the Lease the Lessee acknowledges that the Owner has mortgaged the Mortgaged Items (as defined below) to the Mortgagee and that the Lessee's rights as lessee of the Mortgaged Items shall be in all respects subordinated to the rights of the Mortgagee as mortgagee of the Mortgaged Items including, without limitation, the right of the Mortgagee, upon its security in the Mortgaged Items becoming enforceable, to take possession and dispose of the Mortgaged Items and to terminate the leasing of the Mortgaged Items to the Lessee</p> <p>Definitions</p> <p>"Additional Item" means any Item which may from time to time have been made subject to this Agreement and the leasing hereunder by reason of the execution of a Lease Supplement in relation thereto,</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	<p>"Aircraft Package" means together the Airframes and the Engines from time to time leased hereunder (being the Airframe and Engines specified in Appendix 2 of the Lease together with each Additional Item, each as from time to time leased hereunder),</p> <p>"Airframe" means each Boeing B737-800 airframe specified in Appendix 2 of the Lease with serial number 30421 (and any additional Boeing B737-800 airframe from time to time made subject to the Lease and the leasing hereunder, by the execution of a Lease Supplement in relation thereto) together with any attachment, part or accessory (other than an Engine) now or hereafter affixed to such airframe,</p> <p>"Engine" means each CFM56 engine specified in Appendix 2 of the Lease with serial numbers 890494 and 890495 (and any additional CFM56 engine, or other engine, from time to time made subject to the Lease and the leasing hereunder by reason of the execution of a Lease Supplement in relation thereto) together with any attachment part or accessory now or hereafter affixed to such engine,</p> <p>"Item" means each Airframe and Engine from time to time comprising the Aircraft Package,</p> <p>"Lease Supplement" means a Lease Supplement executed by the parties, in substantially the form of Appendix 5 of the Lease,</p> <p>"Lien" means any lien, attachment, mortgage, charge, deed of trust, pledge, hypothecation or other security interest or encumbrance, securing any obligation of any person (including, without limitation, any conditional sale or other title retention agreement),</p> <p>"Maintenance Amounts" means the sums payable by the Lessee under Clause 2 3 of the Lease</p> <p>"Mortgaged Items" means such of the Items as the Owner from time to time notifies the Lessee are subject to a Mortgage,</p> <p>"Mortgagee" means each person as the Owner may from time to time advise to the Lessee is the mortgagee of an Item,</p> <p>"Permitted Liens" means in respect of each Item Liens for taxes, duties or other government charges or levies not yet assessed or, if assessed, not yet due or Liens for the fees or charges of any airport or air navigation authority not yet determined or, if determined, not yet due and payable or any supplier's, mechanic's, repairer's or other like possessory Liens arising in the ordinary course of business by statute or by operation of law in respect of payments not yet due or Liens in respect of sums which are due but time for payment of which is allowed and unexpired or in respect of liabilities, which are being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided) so long as any such proceedings or the continued existence of such Liens do not involve any likelihood of the sale, forfeiture or loss of the relevant Item or any interest therein</p>

Particulars of a mortgage or charge

CHFP000
05/10 Version 4.0

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 OJI/DARTG 0046

Company name Bird & Bird LLP

Address 15 Fetter Lane

Post town London

County/Region

Postcode E C 4 A 1 J P

Country UK

DX 119 London / Chancery Lane

Telephone 020 7415 6000



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



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. 30**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN AIRCRAFT PACKAGE MASTER
LEASE AGREEMENT DATED 7 MARCH 2013 AND CREATED BY
JET2.COM LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO DART GROUP PLC
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 13 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 MARCH 2013

Op



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**