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MG01

Particulars of a mortgage or charge



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 for a company. To do this, please use form MG01s

THURSDAY



LC67FQKZ

LD3

06/01/2011

151

COMPANIES HOUSE

1

Company details

Company number 0 2 7 3 9 5 3 7

Company name in full Jet2.Com Limited (the "Lessee")

26

For official use

→ **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 5 0 1 2 0 1 1

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 Assignment of Insurances, dated 5 January 2011, between Jet2.Com Limited as assignor (the "Lessee") and Olbia Limited as assignee (the "Lessor") in relation to one (1) Boeing 737-800 aircraft with manufacturer's serial number 28375 (the "Assignment").

4

Amount secured

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

Amount secured

Any and all moneys, liabilities and obligations (whether actual or contingent, whether on 5 January 2011 existing or thereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) from time to time owing by the Lessee to the Lessor pursuant to the Lease Documents (collectively, the "Secured Obligations")

"Lease Documents" means the Lease and all other documents entered into from time to time between the Lessor and the Lessee in relation to the Lease

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	Olbia Limited	
Address	Riverside One, Sir John Rogerson's Quay Dublin 2, Ireland	
Postcode	2	
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>As continuing security for payment, performance and discharge of the Secured Obligations, the Lessee has absolutely, but subject to redemption upon payment and discharge in full of the Secured Obligations, and with full title guarantee, assigned and agreed to assign the Assigned Property to the Lessor.</p> <p>To the extent that any of the Assigned Property is not at any time assigned pursuant to the above assignment, the Lessee with full title guarantee by way of first fixed charge, charged and agreed to charge to, and created and agreed to create in favour of, the Lessor a first priority security interest in and over the Assigned Property to the fullest extent permitted by applicable law.</p> <p>The Assignment contains covenants for further assurance and a negative pledge.</p> <p>"Aircraft Documents" means the documents, data, manuals, log books and records being those identified in Annexure 1 to Schedule 2 of the Lease received by Lessee at Delivery and any other records relating to the Aircraft which Lessee is required to keep and maintain to comply with the regulations of the EASA and the Aviation Authority and all additions, renewals, revisions and replacements from time to time made to any of the foregoing in accordance with the Lease all of which shall be in the English language.</p> <p>"Airframe" means the Aircraft, excluding the Engines and the Aircraft Documents</p> <p>"Assigned Property" means all the Lessee's present and future rights, title and interest in and to the benefit of the Insurance Proceeds and/or any Requisition Proceeds insofar as the same relate to the Aircraft, Airframe, Engine or Part.</p>	

MG01

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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 <ul style="list-style-type: none">- 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 866) 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 870). 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 <div style="display: flex; align-items: center; justify-content: space-between;"><div>X</div><div><i>Clifford Chance LLP</i></div><div>X</div></div> This form must be signed by a person with an interest in the registration of the charge	

MG01

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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 Zoe Mouldsdale

Company name Clifford Chance LLP

Address 10 Upper Bank Street

via CH London Counter

Post town London

County/Region Greater London

Postcode E 1 4 5 J J

Country England

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

[4] Amount secured (continued)

"Lease" means the aircraft lease agreement dated on or about the 19 November 2010 between Olbia Limited as lessor, Jet2.com Limited as lessee and Dart Group plc as guarantor, relating to the Aircraft as amended, supplemented and novated from time to time.

[6] Short particulars (continued)

"Delivery" means the delivery of the Aircraft by Lessor to Lessee pursuant to clause 5 of the Lease.

"Delivery Date" means the date on which Delivery occurs.

"Engine" or "Engines" means, whether or not for the time being installed on the Aircraft (a) each engine of the manufacturer, model and serial number specified in Schedule 1 of the Lease (and whether or not installed on the Airframe on the Delivery Date), such engines being described as to serial numbers on the acceptance certificate executed by lessee upon Delivery, or (b) any engine which has replaced that engine, title to which has, or should have, passed to the Owner in accordance with the Lease, and in each case includes all modules and Parts from time to time belonging to or installed in that engine but excludes any properly replaced engine, title to which has, or should have, passed to Lessee pursuant to the lease (and for the avoidance of doubt, the term "Engine" excludes any engine installed on the Aircraft title to which is not required by the Lease to be passed to or vested in the Owner).

"Government Entity" has the meaning ascribed to such term in the Lease

"Insurances" means, in respect of the Aircraft, any and all contracts or policies of insurance (including reinsurance) to be maintained under the Lease in relation to the Aircraft, Airframe, Engine or Part, as the context may require (other than any insurances relating to liability or any hull insurance in excess of the Agreed Value from time to time)

"Insurance Proceeds" means any and all proceeds of the Insurances (other than third party liability insurances) and all other amounts payable to the relevant person under or in respect of the Insurances including damages for breach and return of premium.

"Owner" means the Lessor or such other person as Lessor shall from time to time have in writing notified Lessee is the owner of the Aircraft from time to time, if not Lessor

"Part" means, whether or not for the time being installed on the Aircraft: (a) any component, furnishing or equipment (other than a complete Engine) furnished with the Aircraft on the Delivery Date, and (b) any other component, furnishing or equipment (other than a complete Engine) title to which has, or should have, passed to the Owner pursuant to the Lease, but excludes any such items title to which has, or should have, passed to Lessee pursuant to the Lease (and for the avoidance of doubt the term "Part" excludes any part installed on the Aircraft title to which is not required by the Lease to be passed to or vested in the Owner).

"Requisition Proceeds" means any monies or other compensation receivable by the Lessee from any Government Entity in relation to the Aircraft, any Airframe, any Engine or any Part (whether for title, use, hire or otherwise) in the event of its requisition for title, confiscation, nationalisation, sequestration, restraint, detention, forfeiture or compulsory acquisition or seizure or requisition for hire by or under the order of any such government or public or local authority.



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. 26

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES
DATED 5 JANUARY 2011 AND CREATED BY JET2.COM LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO OLBIA 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 6
JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2011

L. C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES