189936/E13

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

MR01

Particulars of a charge

IRIS Laserform

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

You can use the WebF Please go to www comp

THURSDAY

A37XT92A

A34 15/05/2014 #53

COMPANIES HOUSE

✓ **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** You may not use this for register a charge where instrument Use form MF

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☑ You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

1 Company details

For official use 3 6

Company number 0 2 7 3 9 5 3 7

Company name in full Jet2.com Limited

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

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date d0 d9 m0 m5 y2 y0 y1 y4

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 Genesis Ireland Aviation Trading 3 Limited

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

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

5 Fixed charge or fixed security

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

[x] **Yes**

☐ **No**

6 Floating charge

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

☐ **Yes** Continue

[x] **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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

[x] **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 Simmons & Simmons X
CZZB 14-May-2014

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name Christopher Boresjo

Company name Simmons & Simmons LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 S S

Country UK

DX DX Box No 12 Chancery Lane London

Telephone 020 7628 2020

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:

- [x] The company name and number match the information held on the public Register
- [x] You have included a certified copy of the instrument with this form
- [x] You have entered the date on which the charge was created
- [x] You have shown the names of persons entitled to the charge
- [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- [x] You have given a description in Section 4, if appropriate
- [x] You have signed the form
- [x] You have enclosed the correct fee
- [x] 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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number· 2739537

Charge code· 0273 9537 0036

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th May 2014 and created by JET2.COM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2014.

DX

Given at Companies House, Cardiff on 21st May 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THIS
TO BE A TRUE COPY

Simmons & Simmons

Simmons & Simmons LLP
CityPoint
One Ropemaker Street
LONDON EC2Y 9SS

14 May 2014

Assignment of Insurances

DATED 9 MAY 2014

Jet2.com Limited **(1)**
as Assignor

and

Genesis Ireland Aviation Trading 3 Limited **(2)**
as Assignee

ASSIGNMENT OF INSURANCES
relating to one Boeing 737-800 aircraft
bearing manufacturer's serial number
32243
and registration mark G-GDFS

THIS ASSIGNMENT is made on 9 May 2014
BETWEEN:

(1) Jet2. com Limited, a company organised under the laws of England whose registered address is at Low Fare Finder House, Leeds Bradford Airport, Yeadon, LS19 7TU, United Kingdom (the "**Assignor**"); and

(2) Genesis Ireland Aviation Trading 3 Limited, a company organised and existing under the laws of Ireland whose address and principal place of business is at 4450 Atlantic Avenue, Westpark, Shannon Co Clare, Ireland (the "**Assignee**")

THIS ASSIGNMENT WITNESSES as follows:

1. Definitions

1.1 In this Assignment, unless the context otherwise requires:

"**Aircraft**" means the Boeing 737-800 aircraft bearing manufacturer's serial number 32243, as the same is more particularly defined in the Lease,

"**Collateral**" means all of the Assignor's rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to the Insurances and any and all Requisition Compensation,

"**Compulsory Acquisition**" means requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation involving divestiture of title for any reason of the Aircraft or any part thereof by any Government Entity, whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title;

"**Event of Default**" has the meaning afforded thereto in the Lease,

"**Government Entity**" means

(a) any national government, political subdivision thereof or local jurisdiction therein,

(b) any instrumentality, board commission, authority, court or agency of any of the foregoing, however constituted; and

(c) 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,

"**Insurances**" means (i) the proceeds of any and all contracts or policies of insurance (other than third party liability insurance) payable to the Assignor and required to be maintained by the Assignor pursuant to the Lease in respect of, or in relation to, the

Aircraft or any part thereof, and (ii) all the benefits of, and all claims under, and the right to make all claims under, all such policies and contracts of insurance (other than in respect of third party liability insurance);

"**Lease**" means the aircraft operating lease agreement dated 11 September 2013 between Assignee as lessor, and the Assignor, as lessee, relating to the Aircraft;

"**Requisition Compensation**" means all moneys (if any) or other compensation from time to time payable in respect of the requisition for hire and the Compulsory Acquisition of the Aircraft,

"**Secured Obligations**" means any and all moneys, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money) owing from time to time by the Assignor to the Assignee under or pursuant to the Lease;

"**Security Interest**" means any encumbrance or security interest whatsoever, howsoever created or arising, including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, pledge, assignment by way of security, charge, lease, lien, statutory right in rem, hypothecation, title retention arrangement, attachment, levy, claim, right of detention or security interest whatsoever, howsoever created or arising, or arrangement having a similar effect to any of the above,

"**Security Trustee**" means Deutsche Bank Trust Company Americas, in its capacity as security trustee and includes any successor thereto from time to time.

1.2 Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Assignment.

1.3 In this Assignment, unless the context otherwise requires:

1 3 1 references to clauses and schedules (if any) are to be construed as references to clauses of, and schedules to, this Assignment;

1.3 2 references to this Assignment or any specified provision of this Assignment or any other document shall be construed as references to this Assignment, that provision or that document as amended with the agreement of the relevant parties and (where such consent is, by the terms of this Assignment or the relevant document, required to be obtained as a condition of such amendment being permitted) the prior written consent of any other party to the relevant document;

1 3 3 words importing the plural shall include the singular and vice versa;

1.3 4 references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any Government Entity;

1 3 5 in the event that any clause, paragraph, part or other division or sub-division of this Assignment is adjudicated to be unenforceable by a competent court of law, the remaining provisions of this Assignment shall be unaffected thereby and shall remain in full force and effect; and

1 3 6 references to the Assignor and the Assignee shall be construed so as to include references to the successors, permitted transferees and permitted assigns thereof.

2. Representations and Warranties

2.1 The Assignor hereby represents and warrants to the Assignee that:

2 1 1 the Assignor has full corporate power and authority to enter into and perform its obligations under this Assignment; and the execution, delivery and performance of this Assignment have been duly authorized by all necessary corporate action on the part of the Assignor, do not require any shareholder approval or approval or consent of any trustee or holders of any debt or other obligations of the Assignor except such as have been duly obtained and do not contravene any provision of any law, governmental rule, regulation or order binding on the Assignor, or any applicable interpretation or administration of any such law, government rule, regulation or order, or contravene the constitutional documents of the Assignor or any indenture, mortgage, contract or other agreement or instrument to which the Assignor is a party or by which it or any of its assets may be bound or affected,

2.1.2 the execution and performance by the Assignor of this Assignment, and the consummation of any of the transactions contemplated hereby, do not require the consent or approval of, the giving of notice to, the registration or filing for recordation with, or the taking of any other action in respect of, any Government Entity of the United Kingdom, including any governmental or political agency, sub-division or instrumentality thereof, except such as have been obtained and are in full force and effect except as set out in the legal opinion referred to in Section 7.1.1(iii) of the Lease,

2.1.3 the Insurances are in full force and effect, all premiums in relation thereto which are due for payment as of the date hereof have been duly paid and no notice of cancellation thereof has been given by any insurer,

2 1.4 the Assignor has not, on or prior to the date hereof, assigned, charged or otherwise encumbered the Collateral or any of its rights, title and interest therein or any moneys payable thereunder other than pursuant to this Assignment, and

2 1 5 the Assignor will, for so long as the Assignee shall not have executed a discharge of the security created hereby and subject to this Assignment, remain the sole lawful owner of all of its rights, title and interest in and to the Collateral

2.2 The Assignor hereby covenants with the Assignee that each of the above representations and warranties will be correct in all respects at all times during the continuance of the Security Interest hereby constituted and as long as any Secured Obligations are outstanding as if repeated then by reference to the then existing circumstances

3. Covenant, Assignment and Notices

3 1 The Assignor hereby expressly covenants with the Assignee that it will pay, perform, satisfy and discharge in full or will procure the payment, performance, satisfaction and discharge in full of the Secured Obligations strictly in accordance with the terms of the Lease.

3 2 As security for the payment, performance, satisfaction and discharge in full by the Assignor to the Assignee of the Secured Obligations, the Assignor with full title guarantee hereby assigns and agrees to assign absolutely to the Assignee the Collateral

3 3 Upon payment, performance and discharge in full to the satisfaction of the Assignee of the Secured Obligations, the Assignee shall, at the cost of the Assignee, reassign to the Assignor the property assigned pursuant to clause 3 2.

3 4 Upon execution of this Assignment, the Assignor shall deliver written notice of the assignment herein contained in the form of the notice set out in schedule 1 to the brokers through whom, the Insurances or any part thereof are effected and shall use reasonable endeavours to obtain from such brokers an acknowledgement of such notice in the form of the acknowledgement set out in schedule 1.

3 5 Should the insurers and/or brokers through whom all or any part of the Insurances are effected at any time change and provided the Assignee is informed of such change pursuant to the letter of undertaking from the broker addressed to, amongst others, the Assignee, the Assignee shall at its own cost and as soon as is practicable execute and deliver to such new insurers and/or brokers a further notice of assignment in the form of the notice set out in schedule 1 and shall use reasonable endeavours to obtain from such new insurers and/or brokers an acknowledgement of such notice in the form of the acknowledgement set out in schedule 1

3 6 The Assignor hereby undertakes to give notice of the assignment pursuant to clause 3.2 in respect of any Requisition Compensation to any relevant Government Entity reasonably requested by the Assignee, and in such form as the Assignee may reasonably require, upon any Compulsory Acquisition of the Aircraft and shall use reasonable endeavours to obtain the countersignature by or on

behalf of the relevant Government Entity of each such notice by way of acknowledgement of receipt of such notice

4. Assignor's Covenants

4 1 The Assignor hereby covenants with the Assignee that until such time as the Secured Obligations are discharged in full:

4.1.1 it will, subject to the terms of the notice of the assignment set out in schedule 1, direct the insurers and the brokers to pay all moneys arising from or in connection with the Collateral to such account or accounts as the Assignee may from time to time direct;

4 1 2 it will, at the Assignee's cost and expense, do or permit to be done each and every act or thing which the Assignee may from time to time reasonably require to be done for the purpose of enforcing the Assignee's rights in respect of the Collateral;

4.1.3 it will not knowingly do, or omit to do, or cause to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the security constituted hereby or the rights of the Assignee,

4 1 4 it will not sell, assign, transfer, or otherwise dispose of, or create, or permit to exist, any Security Interest, howsoever created or arising, over all or any part or any of its rights, title and interest in, to and under the Collateral (other than the Security Interest constituted hereby); and

4.1.5 it will not exercise any right of set off, counterclaim or defence against the Assignee with respect to the Collateral.

5. Application of Moneys

All moneys received by the Assignee pursuant to this Assignment shall be paid, held and applied as set forth in the Lease

6. Assignor's Continuing Obligations

Notwithstanding anything herein contained, the Assignor shall remain liable with respect to the Collateral to perform all the obligations assumed by it thereunder and no exercise by the Assignee of any of its rights under this Assignment shall constitute or be deemed to constitute an assumption or acceptance by the Assignee of any obligation of the Assignor The Assignee shall not be under any obligation or liability with respect to the Collateral by reason of this Assignment or anything arising out of it.

7. Exercise of Remedies

7 1 At any time after the termination of the lease (following an Event of Default which is continuing under the Lease) of the Aircraft under the Lease, the Assignee shall be entitled to exercise, as and when it deems appropriate, in relation to the Collateral and each part

thereof, all or any of the rights, powers and remedies possessed by it as assignee and/or chargee of the Collateral (whether at law, by virtue of this Assignment or otherwise), in each case, without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925, and in particular (without limiting the generality of the foregoing) the Assignee shall be entitled to:

7 1.1. exercise any and all rights of the Assignor under or in connection with the Collateral including, without limitation, any and all rights of the Assignor to demand or otherwise require payment of any amount under, or performance of, or in respect of, the Collateral,

7 1 2 perform and exercise any rights of the Assignor in respect of the Collateral as if it were a party thereto in place of the Assignor and for those purposes do all such things and execute all such documents as the Assignor may have done in respect of the Collateral;

7.1.3 sell to any person all or any part of its right, title and interest in and to the Collateral upon such terms as the Assignee shall determine; and

7 1 4 collect, receive or compromise and give a good discharge for any and all moneys and claims for moneys due and to become due for the time being comprised in the Collateral, and otherwise put into force and effect all rights, powers and remedies available to it, at law or otherwise, as assignee of the Collateral

7.2 Section 93 of the Law of Property Act 1925 shall not apply to this Assignment or to the security created by and under this Assignment.

7.3 The Assignee may exercise its power of sale hereunder in such a way as it in its absolute discretion may determine and shall not in any circumstances be answerable for any loss occasioned by any such sale or resulting from any postponement thereof save to the extent that any such loss occasioned is caused by the Assignee's gross negligence or wilful misconduct.

7.4 The Assignee shall not be liable as assignee in respect of the Collateral to account or be liable for any loss upon the realisation thereof or for any neglect or default of any nature whatsoever in connection therewith for which any assignee may be liable as such unless such loss arises as a result of the wilful misconduct or gross negligence of the Assignee and is a result of an act for which an assignee may be liable as such.

7 5 Upon any sale by the Assignee of the Assignee's, or any part of the Assignee's, right, title and interest in and to the Collateral, the purchaser shall not be bound to see or enquire whether the power of sale of the Assignee has arisen, the sale shall be deemed for all purposes hereof to be within the power of the Assignee and the receipt of the Assignee for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner

of application of the proceeds of sale or be in any way answerable therefor

8. Continuing Security and Other Provisions

8 1 It is declared and agreed that

8.1.1 the security created by this Assignment shall

(a) be a continuing security for the payment, satisfaction, performance and discharge in full to the satisfaction of the Assignee in accordance with the terms of the Lease of all of the Secured Obligations and the performance of the Assignor's obligations under the Lease and accordingly the security so created shall not be satisfied by any intermediate payment, repayment, satisfaction, performance or discharge of any part only of the Secured Obligations;

(b) be in addition to and shall not in any way discharge, impair, prejudice or affect the security created by any deposit of documents, or any guarantee, bill, note or Security Interest now or hereafter held by the Assignee, or any right or remedy of the Assignee thereunder, and shall not in any way be discharged, impaired, prejudiced or affected thereby, or by the invalidity or unenforceability thereof, or by the Assignee releasing, discharging, modifying or refraining from perfecting or enforcing any of the same or granting time or indulgence or compounding with any person liable;

(c) not be discharged, impaired, prejudiced or otherwise affected by any amendment, modification, variation, supplement, novation, restatement or replacement of all or any part of the Secured Obligations or the Lease; and

(d) not be discharged, impaired, prejudiced or otherwise affected by any other act, fact, matter, event, circumstance, omission or thing (including, without limitation, the invalidity, unenforceability or illegality of the Lease or the bankruptcy, liquidation, winding-up, insolvency, dissolution, administration, reorganisation or amalgamation of, or other analogous event of or with respect to, the Assignor or any other person) which, but for this provision, might operate to discharge, impair, prejudice or otherwise affect the rights of the Assignee under this Assignment or under the Lease or which, but for this provision, might constitute a legal or equitable discharge of the security hereby created; and

8.1.2 all the rights and powers vested in the Assignee by this Assignment may be exercised from time to time and as often as the Assignee may deem expedient

8.2 No failure or delay on the part of the Assignee to exercise any right, power or remedy under this Assignment shall operate as a waiver

thereof, nor shall any single or partial exercise by the Assignee of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy, nor shall the giving by the Assignee of any consent to any act which by the terms of this Assignment requires such consent prejudice the right of the Assignee to give consent to the doing of any other similar act The remedies provided in this Assignment are cumulative and are not exclusive of any remedies provided by law.

8 3 The Assignee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Assignment, or to make any payment or to make any claim or to take any action to collect any moneys hereby assigned, or to enforce any rights and benefits hereby assigned to the Assignee or to which the Assignee may at any time be entitled under this Assignment

8.4 Any settlement or discharge between the Assignee and the Assignor and/or any other person shall be conditional upon no security or payment to the Assignee by the Assignor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation, winding-up, insolvency, dissolution, administration, reorganisation, amalgamation or other analogous event or proceedings for the time being in force

9. Attorney

9.1 The Assignor hereby irrevocably appoints the Assignee to be its attorney (with full power of substitution and delegation) for and in its name and on its behalf, and as its act and deed or otherwise, to execute, seal and deliver and otherwise perfect and do all such deeds, assurances, agreements, instruments, acts and things which may be required for the full exercise of all or any of the rights, powers or remedies hereby conferred, or which may be deemed proper in connection with all or any of the purposes aforesaid Provided that the Assignee shall not be entitled to exercise the powers conferred upon it pursuant to this clause 9.1 unless an Event of Default shall have occurred and be continuing and the leasing of the Aircraft under the Lease has been terminated The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971 and 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 execute or do pursuant hereto

9 2 The exercise of such power by or on behalf of the Assignee or any substitute or delegate shall not put any person dealing with same upon any enquiry as to whether the security created by this Assignment has become enforceable, nor shall such person be in any way affected by notice that the security so created has not become so enforceable, and the exercise by the same of such power shall be conclusive evidence of their, its or his right to exercise the same

10. Further Assurance

The Assignor further undertakes at the Assignee's sole expense from time to time upon the Assignee's request to execute, sign, perfect, do and (if necessary) register every such further assurance, document, act or thing as may be necessary or advisable for the purpose of obtaining the full benefit of this Assignment or for perfecting or more effectively constituting the security constituted or intended to be constituted by this Assignment or to establish, maintain, protect, preserve or enforce the same or for exercising the rights and powers hereby conferred on the Assignee.

11. Successors in Title

This Assignment and the security hereby created shall bind and shall inure for the benefit of each of the parties hereto and each of their respective successors, permitted transferees and permitted assigns

12. Notices

Save as otherwise expressly provided in this Assignment, every notice, request, demand or other communication under this Assignment shall be in accordance with Section 27 of the Lease, or to such other address or facsimile number as may be notified by each party to the other under this Assignment.

13. Miscellaneous

13 1 All certificates, instruments and other documents to be delivered under or supplied in connection with this Assignment shall be in the English language or shall be accompanied by a certified English translation upon which the parties hereto shall be entitled to rely.

13 2 The Assignee shall (as between the Assignor and the Assignee) be entitled to assign or novate all or any of its rights, title and interest and/or obligations in and under this Assignment in accordance with Section 25 of the Lease.

13 3 This Assignment may be executed in any number of counterparts, and by each party on separate counterparts Each counterpart is an original, but all counterparts shall together constitute one and the same instrument Delivery of a counterpart of this Assignment by e-mail attachment or telecopy shall be an effective mode of delivery In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Assignment, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart

13 4 The Assignor agrees for the Assignee's benefit that the Assignee shall not be liable to pay any costs it would not be liable to pay had it not entered into this Assignment

13 5 In the event of there being a conflict between any provision of this Assignment and any provision of the Lease, the provision of the Lease shall prevail

14. Governing Law and Jurisdiction

This Assignment and any non-contractual obligations arising out of or in relation to this Assignment are governed by English law. The provisions of Section 28 of the Lease shall be deemed to be set out in full, but each reference therein to "Lessor" shall be deemed to be a reference to the Assignee, each reference to "Lessee" shall be deemed to be a reference to the Assignor and each reference to "this Agreement" shall be deemed to be a reference to this Assignment

IN WITNESS whereof the parties hereto have caused this Assignment to be executed as a deed and delivered the day and year first above written.

Schedule 1

Notice of Assignment of Insurances

To: **JLT Specialty Limited**

Dated [redacted]

Boeing 737-800 aircraft with MSN 32243

1 **Genesis Ireland Aviation Trading 3 Limited**, a company incorporated under the laws of Ireland, whose address and principal place of business is at 4450 Atlantic Avenue, Westpark, Shannon Co Clare, Ireland (the "**Lessor**"), **Jet2.com Limited,** a company incorporated under the laws of England, whose address and principal place of business is at Low Fare Finder House, Leeds Bradford Airport, Yeadon, LS19 7TU, United Kingdom (the "**Lessee**") and Deutsche Bank Trust Company Americas, as Security Trustee for and on behalf of itself and certain other parties (the "**Security Trustee**") hereby give you notice that:

(a) pursuant to an assignment of insurances entered into between the Lessor and the Lessee (the "**Assignment of Insurances**"), the Lessee assigned by way of security to the Lessor all of its rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to (a) the proceeds of any and all policies and contracts of insurance (other than third party liability insurance) taken out or in existence from time to time in respect of, or in relation to, the Aircraft or any part thereof (more particularly described below), and (b) all the benefits of, and all claims under, and the right to make all claims under, all such policies and contracts of insurance (other than in respect of third party liability insurance) (the "**Insurances**");

(b) pursuant to that certain Security Trust Agreement dated as of December 19, 2006 made between, amongst others the Lessor and the Security Trustee (the "**Security Assignment**"), the Lessor assigned by way of security to the Security Trustee all of its rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to amongst other things, the Insurances.

2 None of the Lessor or the Security Trustee has any operational interest in the Aircraft, or any Engine or Part (as more particularly described below).

3 Where settlement of any claim (in respect of All Risks insurance and War Risks insurance) on the basis of a Total Loss is to be made to or to the order of the Contract Parties, the Contract Parties and the Lessee have agreed that payment shall be made to the Security Trustee All payments in excess of the agreed value (as specified in the latest insurance certificate by you in respect of the insurances for the Aircraft referred to below) of the Aircraft as insured under a

separate "total loss only" insurance policy shall be paid to the Lessee for its sole use and benefit.

Subject to the provision of the AVN67B endorsement contained in the insurance policies, the proceeds of such insurances in respect of any loss other than a Total Loss shall be paid in accordance with the provisions of the lease dated as of September 11, 2013 between the Lessor and the Lessee (the "**Lease**") by the Lessee in relation to the Aircraft, unless the Lease has been terminated following an Event of Default (as defined in the Lease) which is continuing and the Security Trustee shall otherwise have given you notice that its enforcement rights under the Security Assignment have become exercisable, in which event all such proceeds shall be paid to the Security Trustee or its designee

4 For the purposes of the foregoing paragraph, the term "**Contract Parties**" shall have the same meaning ascribed to such term in the latest certificate of insurance issued by you in respect of the insurances for the Aircraft referred to below, or, if different, those persons from time to time notified to you in writing by the Lessor or the Security Trustee

The Aircraft

One (1) Boeing 737-800 aircraft (except engines) bearing manufacturer's serial number 32243, two (2) CFM56-7B26 engines bearing manufacturer's serial numbers 889391 and 888407 respectively or such other aircraft engines as may from time to time be subject to the Security Assignment and in each case all appliances, components, parts, instruments, appurtenances, accessories, furnishings and other equipment of any nature which may from time to time be subject to the security created by the Security Assignment

Signed:

. ...	....
Attorney	For and on behalf of
For and on behalf of AerCap Ireland Limited	**Jet2.com Limited**
	as Lessee
As Attorney of Genesis Ireland Aviation Trading 3 Limited	
as Lessor	

. . ..

.....

For and on behalf of

Deutsche Bank Trust Company Americas

Not in its individual capacity but solely
as Security Trustee

We hereby acknowledge receipt of the above Notice of Assignment of Insurances ("**Notice of Assignment**") and confirm that we have not previously received any notice of any other assignment of the interest of the Lessee or the Lessor in the insurances referred to in the Notice of Assignment

It is acknowledged for the benefit of the Contract Party(ies) that any and all proceeds of All Risks insurance and War Risks insurance in respect of the aircraft referred to in the Notice of Assignment shall be paid in accordance with paragraph 3 of the Notice of Assignment.

.....
For and on behalf of:
JLT Specialty Limited

SIGNATURE PAGE

The Assignor

EXECUTED and **DELIVERED** as a **DEED**)
for and on behalf of)
Jet2.com Limited)
by Philip Meeson its Chairman)
in the presence of)

DAVID P. GOWDY, SOLICITOR

The Assignee

EXECUTED and **DELIVERED** as a **DEED**)
By:
for and on behalf of)
AerCap Ireland Limited
As an attorney of Genesis Ireland Aviation Trading 3 Limited)

in the presence of:)

SIGNATURE PAGE

The Assignor

EXECUTED and **DELIVERED** as a **DEED**)
for and on behalf of)
Jet2.com Limited)
by_____ its _____)
in the presence of:)

The Assignee

EXECUTED and **DELIVERED** as a **DEED**)
By: **Lourda Moloney**
for and on behalf of Attorney-in-Fact)
AerCap Ireland Limited
As an attorney of Genesis Ireland Aviation Trading 3 Limited)

in the presence of:)

For and on behalf o
AerCap Ireland Ltd
As Servicer