



# 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 MACQUARIE AIRCRAFT LEASING SERVICES (IRELAND) LIMITED

Address 1st Floor Connaught House, 1 Burlington Road

Dublin 4, 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

All of the following property:

- (a) the Chargor Shares, and
- (b) the rights of the Company under the Members' Agreement, the Loan Agreement and the Security Documents, including all rights to give or withhold approvals and consents thereunder

Please see the continuation page for definitions.

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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

Nil

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### 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 *Stephenson Harwood LLP* 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

Benjamin Fisher

Company name

Stephenson Harwood LLP

Address

1 Finsbury Circus

London

Post town

County/Region

Postcode

E C 2 M 7 S H

Country

DX

DX 64, Chancery Lane

Telephone

020 7329 4422



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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Amount secured

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

Amount secured

"**Aircraft**" means that one (1) Airbus A321-100 aircraft bearing manufacturer's serial number 771 with two installed IAE V2530-5A engines

"**Charged Company**" means GMR Aviation Partners Ltd., a company incorporated and existing under the laws of the Cayman Islands having its registered office at Walkers SPV Limited, Walker House, Mary Street, P.O. Box 908GT, George Town, Grand Cayman, Cayman Islands

"**Loan Agreement**" means the loan agreement dated July 29, 1998 as amended from time to time and currently between the Charged Company, as borrower, the Company and the other shareholders in the Charged Company, as lenders, and the Manager (as successor in interest to Macquarie Aircraft Leasing Limited) as manager, pursuant to which the Charged Company was granted a loan facility to assist the financing of the purchase of the Aircraft

"**Members**" means the shareholders of the Charged Company for the time being.

"**Members' Agreement**" means the members' agreement dated July 29, 1998 (as amended and novated from time to time) between the Company and the other shareholders in the Charged Company

"**Operative Documents**" means the Members' Agreement and the Loan Agreement and any amendments and/or supplements thereto.

"**Secured Parties**" means the Members from time to time (other than the Company) for their respective interests

# MG01 - continuation page

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## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

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Postcode

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Postcode

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

### Short particulars

"Asiana" means Asiana Airlines Inc , a Korean company having its principal place of business at Asiana Town, 47, Osea-Dong, Kangseo-Ku, Seoul, Republic of Korea

"Asiana Lease" means the lease agreement dated on or about July 29, 1998 between the Charged Company or any of its subsidiaries as lessor and Asiana as lessee in respect of the Aircraft

"Chargor Shares" means the two (2) registered issued shares in the Charged Company held by the Company and any and all other issued shares in the Charged Company from time to time owned by the Company during the Security Period, together with the certificate(s) or other document(s) of title relating thereto which is or are for the time being and from time to time deposited under the Charge and includes all dividends paid or payable thereon, stocks and shares (and dividends thereon), rights, moneys and property accruing or offered at any time by way of substitution, redemption, bonus, preference, option or otherwise for the same or in respect thereof

"Collateral" means the Aircraft, the Insurances, the Warranties, the Requisition Compensation, the Asiana Lease and the Earnings

"Earnings" means any and all rentals, hire and other earnings (save for Requisition Compensation) in respect of the Aircraft and the use thereof including, without limitation, any damages in respect of any breach of any Lease or other contract for the use or hire of the Aircraft

"Insurances" means, in relation to the Aircraft (a) all policies and contracts of insurance (including any reinsurances and all entries in a war risks or other mutual association but excluding insurances in respect of liabilities to third parties) taken out in respect of the Aircraft and (b) all the benefits of such policies and contracts of insurance including all claims of whatsoever nature thereunder and returns of premium in respect thereof

"Lease" means any lease by the Charged Company or GMR Ireland Limited to any lessee permitted under the terms of the Loan Agreement (including, without limitation, the Asiana Lease)

"**Lenders**" means those persons from time to time party to the Loan Agreement as lenders

"Requisition Compensation" means any monies or other compensation receivable by the Charged Company from any government (whether civil, military or de facto) or public or local authority in relation to the Aircraft in the event of its requisition for title, confiscation, 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

"**Security Documents**" means any document at any time executed by the Charged Company in favour of the Lenders over any of the Collateral to provide security for the Charged Company's obligations under the Loan Agreement

**"Security Period"** means the period commencing on the date of the Charge and ending on the date upon which the Secured Obligations have been paid and discharged in full

"Warranties" means, in relation to the Aircraft, all warranties and indemnities with respect to the Aircraft made by the one or more manufacturers thereof, or by any subcontractor or supplier thereof



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2830526  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE DATED 6 FEBRUARY  
2013 AND CREATED BY ROLLS-ROYCE AIRCRAFT  
MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO THE SECURED  
PARTIES ON ANY ACCOUNT WHATSOEVER 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  
9 FEBRUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 FEBRUARY  
2013

*df*



**Companies House**



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