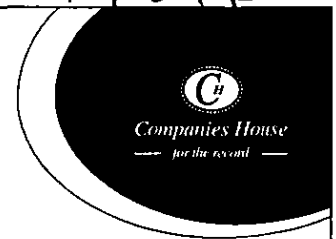


MG01

Particulars of a mortgage or charge

007175113



A fee is payable with this form

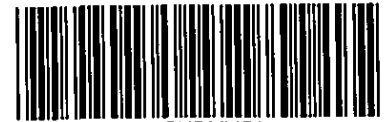
We will not accept this form unless you send the correct fee

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 re-
particulars of a charge for a St
company To do this, please us
form MG01s

THURSDAY



AICUBMVQ

A24

26/08/2010

67

COMPANIES HOUSE

for official use

1 Company details

Company number 0 4 3 8 0 1 0 8

Company name in full Astraeus Limited (the "Assignor")

→ **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 ^d1 ^d2 ^m0 ^m8 ^y2 ^y0 ^y1 ^y0

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 Deed of Assignment of Insurances in respect of one Airbus A320-211 aircraft bearing
manufacturer's serial number 0136 (the "Deed of Assignment of Insurances")

4 Amount secured

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

Amount secured 4 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 and including, without limitation, any
obligation to pay damages) from time to time owing by the Assignor to
the Assignee pursuant to the Lease, the Transaction Documents and
the Expenses

(Please refer to the Continuation Page for definitions of capitalised
terms used but not defined here)

Continuation page

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

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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 | Aircraft Solutions Lux IV S A R L (the "Assignee") | | | | | | |
| Address | 5D rue Eugene Ruppert, L2453 Luxembourg | | | | | | |
| Postcode | L | 2 | 4 | 5 | 3 | | |
| Name | | | | | | | |
| Address | | | | | | | |
| Postcode | | | | | | | |

Continuation page

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

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

All of Assignor's rights, title, benefits and interests in and to all proceeds of the Insurances and any and all Requisition Compensation

Definitions

"Requisition Compensation" means, in relation to the Aircraft, any monies or other compensation receivable by the Assignor from any government (whether civil, military or de facto) or public or local authority in relation to such 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

"Insurances" means (i) any and all contracts or policies of insurance (other than liability insurances) or reinsurance from time to time taken out or maintained 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 liability insurances)

MG01 - continuation page

Particulars of a mortgage or charge

| 4 | Amount secured | |
|----------------|---|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>"Acceptance Certificate" means an acceptance certificate in the form set out in Part 1 of Schedule 5 of the Lease</p> <p>"Affiliates" means, in respect of any person, any other person directly or indirectly controlling, controlled by or under common control with that person</p> <p>"Amendment Agreement No 1" means the aircraft operating lease agreement amendment agreement no 1 dated 30 September 2009 and made in respect of the Lease between the Assignor and Coresande Limited</p> <p>"Authorisation Letters" means each letter signed by the Assignor in the form set out in Schedule 10 of the Lease</p> <p>"Default Rate" means the annual rate which is 5% above one month Dollar LIBOR quoted on the relevant Reuters screen at 11 00 (London time) on the relevant day</p> <p>"Deregistration Power of Attorney" means a deregistration power of attorney signed by the Assignor authorising the Assignee to deregister the Aircraft in the form set out in Part 2 of Schedule 5 of the Lease</p> <p>"Delivery Defects Agreement" means the agreement (if any) to be signed by the Assignor and the Assignee in the form set out in Part 3 of Schedule 5 of the Lease</p> <p>"Delivery Reservations Agreement" means the agreement (if any) to be signed by the Assignor and the Assignee in the form set out in Part 3 of Schedule 5 of the Lease</p> <p>"Effective Time Supplement" means the effective time supplement in the form attached to the Novation Agreement as Appendix 2</p> <p>"Expenses" means the aggregate at any relevant time (to the extent that the same have not been received or recovered by the Assignee) of</p> <p>(a) all losses, liabilities, costs, charges, expenses and outgoings of whatever nature (including, without limitation, Taxes, registration fees and insurance premiums) suffered, incurred or paid by the Assignee in connection with the exercise of the powers referred to in this Assignment, and</p> <p>(b) interest on all such losses, liabilities, costs, charges, expenses and outgoings from the date on which the same were suffered, incurred or paid by the Assignee until the date of receipt or recovery (whether before or after judgment) at the Default Rate (the amount of any such interest to be certified in writing by the Assignee and which certification shall, in the absence of manifest error, be conclusive and binding on the parties)</p> <p>"Lease" means an aircraft operating lease agreement dated 10 September 2009, as amended on 20 September 2009 and as novated on 12 August 2010, made in respect of the Aircraft between the Assignee as lessor and the Assignor as lessee</p> | |

MG01 - continuation page

Particulars of a mortgage or charge

| 4 | Amount secured | |
|----------------|---|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>"Novation Agreement " means the lease novation and amendment agreement in made in respect of the Aircraft on 12 August 2010 between Coresande Limited, Assignee and Assignor</p> <p>"Other Lease" means any existing or future lease agreement between Assignee or any of its Affiliates and Assignor or any of its Affiliates in respect of an aircraft, aircraft engine and/or any aircraft parts</p> <p>"Requisition Compensation" means, in relation to the Aircraft, any monies or other compensation receivable by the Assignor from any government (whether civil, military or de facto) or public or local authority in relation to such 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</p> <p>"Security Assignment" means any security assignment under which Assignor assigns its rights under the Lease and the other Transaction Documents and any other document (including any notice of such security assignment and the Security Assignment Acknowledgement) which is provided or entered into in relation to such security assignment</p> <p>"Security Assignment Acknowledgement" means Assignor's acknowledgement of the Security Assignment in a form acceptable to Assignee and Assignor (each acting reasonably)</p> <p>"Taxes" means all current and future taxes, imposts, levies, duties, fees or charges of whatever nature (including any VAT any import duty) which is imposed, levied or assessed by any Government Entity (as defined in the Lease), together with any interest, fine or penalty payable in relation to any failure to pay or any delay in paying any of them and any interest on them</p> <p>"Transaction Documents" means the Lease, the Deed of Assignment of Insurances, the Authorisation Letters, the Deregistration Power of Attorney, the Security Assignment Acknowledgement, the Acceptance Certificate, the Delivery Reservations Agreement (if applicable), the Delivery Defects Agreement (if applicable), each Other Lease (including any document referred to as a "Transaction Document" in each Other Lease), Amendment Agreement No 1, the Novation Agreement and the Effective Time Supplement</p> | |

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Particulars of a mortgage or charge

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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

N/A

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

Signature

X *Clark Ricketts Ltd* X

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

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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

Company name

Clark Ricketts LLP

Address

Waterman House, 41 Kingsway

Post town

London

County/Region

Postcode

W

C

2

B

6

T

P

Country

United Kingdom

DX

Telephone

020 7240 6767



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. 4380108
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF
INSURANCES DATED 12 AUGUST 2010 AND CREATED BY
ASTRAEUS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO AIRCRAFT
SOLUTIONS LUX IV S.A.R.L (THE ASSIGNEE) ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 26
AUGUST 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 SEPTEMBER
2010

R



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES