



Registration of a Charge

Company name: **AMSAIR AIRCRAFT LIMITED**

Company number: **05845142**

Received for Electronic Filing: **09/02/2015**



X40W0KPK

Details of Charge

Date of creation: **09/02/2015**

Charge code: **0584 5142 0001**

Persons entitled: **AMSHOLD GROUP LIMITED**

Brief description: **ONE EMBRAER EMB-135BJ AIRCRAFT HAVING MANUFACTURER'S SERIAL NUMBER 14501199 AND REGISTRATION MARK G-SUGR**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GILES CORNWALL - CLARK RICKETTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5845142

Charge code: 0584 5142 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th February 2015 and created by AMSAIR AIRCRAFT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2015 .

Given at Companies House, Cardiff on 10th February 2015

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 9TH FEBRUARY 2015

AMSAIR AIRCRAFT LIMITED

- and -

AMSHOLD GROUP LIMITED

Aircraft mortgage
in respect of one Embraer EMB-135BJ aircraft
having registration mark G-SUGR
and manufacturer's serial number 14501199

CERTIFIED TRUE COPY OF THE ORIGINAL



GILLS CORNWALL
SOLICITOR

THIS MORTGAGE is made the 9TH day of FEBRUARY 2015

BETWEEN:

- (1) **AMSAIR AIRCRAFT LIMITED** a company incorporated and established under the laws of England having company registration number 05845142 and whose registered office is at Amshold House, Goldings Hill, Loughton, Essex IG10 2RW (the "Owner"); and
- (2) **AMSHOLD GROUP LIMITED** a company incorporated and established under the laws of England having company registration number 08557403 and whose registered office is at Amshold House, Goldings Hill, Loughton, Essex IG10 2RW (the "Mortgagee").

WHEREAS

- (1) The Owner is the sole and absolute owner of the Aircraft (defined below);
- (2) The Aircraft is operated by the Operator (defined below) pursuant to the terms of an aircraft management agreement dated 30 April 2014 between the Owner, the Operator and Air Charter Scotland (Holdings) Limited (the "Management Agreement"); and
- (3) By a loan agreement dated 9TH FEBRUARY 2015 by and between the Owner (as borrower) and the Mortgagee (as lender) (the "Loan Agreement"), the Owner has agreed to execute and deliver in favour of the Mortgagee a first priority mortgage over the Aircraft.

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

In this Mortgage, except where the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1 "Aircraft" means the aircraft described in schedule 1 and includes the Engines and all Equipment, all replacements, renewals and additions made to it and the Manuals and Technical Records;

- 1.2 **"Aviation Authority"** means the United Kingdom Civil Aviation Authority and/or any other person or authority from time to time having supervision, control or jurisdiction over the Aircraft or its operation, registration or airworthiness;
- 1.3 **"Cape Town Convention"** means both the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment which were adopted on 16 November 2001 at a diplomatic conference held in Cape Town, South Africa (as may be amended from time to time);
- 1.4 **"Dollars" or "US\$"** means United States dollars, being the lawful currency of the United States;
- 1.5 **"Encumbrance"** includes any mortgage, pledge, lien, charge, right of set off, assignment, hypothecation, security interest, title retention, International Interest, third party interest, preferential right or trust arrangement or other arrangement or agreement the effect of which is the creation of security;
- 1.6 **"Engine"** means each of the engines described in schedule 1 and any other engine from time to time installed on the Aircraft and any other engine which having been removed from the Aircraft remains subject to this Mortgage together with all Equipment and accessories from time to time belonging to, installed on or relating to such engines;
- 1.7 **"Equipment"** means all appliances, parts, spare parts, instruments, appurtenances, accessories, replacements, furnishings and equipment of any kind whatever which are or become installed in or attached to or used with or for the Aircraft;
- 1.8 **"IDERA"** means an irrevocable deregistration and export authorisation in the form of schedule 3 or such other form complying with the requirements of the Cape Town Convention as the Mortgagee may require from time to time;
- 1.9 **"Insurances"** means all contracts and policies of insurance which are from time to time, or are required to be, effected and maintained under this Mortgage;
- 1.10 **"International Interest"** has the meaning as expressed to such term in the Cape Town Convention;

- 1.11 **"Manuals and Technical Records"** means all such records, logs, manuals, technical data and other materials and documents relating to the Aircraft as were delivered at the time of the purchase of the Aircraft or as have since been or shall be acquired by the Owner or any third party in relation to the Aircraft or as shall from time to time be required to comply with the regulations and requirements of the Aviation Authority;
- 1.12 **"Operator"** means Air Charter Scotland Limited;
- 1.13 **"Owner"** includes for the purposes of clause 13 only, any subsidiary or holding company of the Owner or any subsidiary of any such holding company from time to time within the meaning of the Companies Act 2006 Section 1159 (as may be amended from time to time);
- 1.14 **"Permitted Lien"** has the meaning given to it in the Management Agreement;
- 1.15 **"Receiver"** means any receiver, administrative receiver, trustee and/or manager appointed pursuant to this Mortgage or under any statutory power;
- 1.16 **"Requisition Compensation"** includes all money or other compensation payable by reason of requisition for title to or other compulsory acquisition of the Aircraft;
- 1.17 **"Required Insurance Value"** means US\$35,000,000 (Thirty Five Million Dollars) or such other amount as the Mortgagee may require;
- 1.18 **"Security Assets"** means the Aircraft, the Insurances, Requisition Compensation and all other assets the subject (or expressed to be the subject) of this security;
- 1.19 **"Secured Liabilities"** means all money whether principal, interest or otherwise and all other obligations and liabilities whatever, actual or contingent, which are now or at any time hereafter become, due or owing to the Mortgagee by the Owner either alone or jointly with any other person, including under or in connection with the Loan Agreement, this Mortgage or in any other way whatever, together with all costs, charges and expenses incurred by the Mortgagee in connection with the protection, preservation or enforcement of its respective rights under the Loan Agreement, or any other document evidencing or securing any such liabilities;

- 1.20 **"Security Period"** means the period beginning on the date of this Mortgage and ending on the date upon which all the Secured Liabilities have been fully and irrevocably paid and discharged to the satisfaction of the Mortgagee;
- 1.21 **"Taxes"** includes all present and future income and other taxes, levies, imposts, duties, deductions, charges, fees and withholdings together with any applicable interest and penalties;
- 1.22 **"Total Loss"** means:
- 1.22.1 the actual or constructive or arranged total loss of the Aircraft (including any damage to the Aircraft or other occurrence which results in an insurance settlement on the basis of a total loss);
 - 1.22.2 the hijacking, theft or other compulsory acquisition of the Aircraft;
 - 1.22.3 the seizure, arrest, capture, condemnation, detention, confiscation or requisition for use or hire of the Aircraft by any government or by persons acting or purporting to act on behalf of any government;
 - 1.22.4 the Aircraft's being destroyed, damaged beyond economic repair or permanently rendered unfit for normal use for any reason whatever; or
 - 1.22.5 each event constituting a Total Loss (as defined in the Loan Agreement).
- 1.23 **"Total Loss Date"** means
- 1.23.1 In the case of an actual total loss, the actual date on which the loss occurs or, if such date is unknown, the day on which the Aircraft was last heard of;
 - 1.23.2 In the case of any of the events described in clause 1.22.1 of the definition of Total Loss (other than an actual total loss), whichever is the earlier of (a) 30 days after the date on which notice claiming such total loss is given to the relevant insurers, and (b) the date on which such loss is admitted or compromised by the insurers;
 - 1.23.3 in the case of any of the events described in clause 1.22.4 of the definition of Total Loss, the date on which such destruction, damage or rendering unfit occurs;
 - 1.23.4 in the case of any of the events described in clause 1.22.3 of the definition of Total Loss, the date on which the relevant requisition

- for use or hire, seizure, arrest, capture, condemnation, detention or other compulsory acquisition or confiscation occurs;
- 1.23.5 in the case of any of the events described in clause 1.22.2 of the definition of Total Loss, the expiry of the period of 30 days after the date upon which the relevant hijacking, theft or other compulsory acquisition occurred;
- 1.24 any reference to the plural includes the singular and vice versa;
- 1.25 any reference to one gender includes all genders;
- 1.26 any reference to a person includes natural persons, corporate bodies, partnerships, firms, unincorporated bodies and all legal persons whatever;
- 1.27 headings are given for convenience only and do not affect interpretation;
- 1.28 any reference to a clause, subclause or schedule is a reference to a clause, subclause or schedule in or to this Mortgage;
- 1.29 any reference to a particular statute includes all orders, regulations and subordinate legislation from time to time made under or with respect to that statute and to it or them as from time to time modified or re-enacted (whether before or after the date of this Mortgage) and any reference to a particular section of a statute includes any section of a later statute which modifies, replaces or re-enacts that section;
- 1.30 any reference to the Mortgagee includes a reference to its successors and assigns and persons deriving title under or through them;
- 1.31 any reference to any document (including this Mortgage) includes such document as from time to time is varied or supplemented.

2 REPRESENTATIONS AND WARRANTIES

- 2.1 In addition to any representations and warranties given or deemed repeated from time to time by the Owner under the Loan Agreement, the Owner represents and warrants to the Mortgagee that:
- 2.1.1 It is the sole, absolute, legal and beneficial owner of the Security Assets including In particular the Aircraft;
- 2.1.2 the Aircraft is validly registered with the Aviation Authority on the United Kingdom Register of Civil Aircraft in the name of the Operator as charterer by demise and this Mortgage will be

- immediately registered on the United Kingdom Register of Aircraft Mortgages and with Companies House of England and Wales, all at the Owner's cost;
- 2.1.3 neither the Security Assets nor any part of them is subject to any Encumbrance, save this Mortgage and any International Interest recorded in favour of the Mortgagee in respect of this Mortgage;
- 2.1.4 this Mortgage has been duly executed by the Owner and constitutes the legal, valid and binding obligations of the Owner and creates a valid and enforceable first priority mortgage over the Security Assets including in particular the Aircraft;
- 2.1.5 It is a corporation duly organised and validity existing under the laws of England and has the corporate power and authority to own its property, to carry on its business as presently conducted and enter into and perform its obligation under this Mortgage;
- 2.1.6 this Mortgage constitutes legally valid and binding obligations of the Owner enforceable in accordance with its terms;
- 2.1.7 this Mortgage constitutes a first priority security interest enforceable in accordance with its terms against the Owner, a liquidator, a Receiver or any similar officer of the Owner and any third party (except as such enforcement may be limited by the relevant bankruptcy, insolvency, company reorganisation or similar laws affecting creditors' rights generally); subject to the registration of this Mortgage on the United Kingdom Register of Aircraft Mortgages;
- 2.1.8 the execution and performance of this Mortgage will not violate any applicable law or regulation or contravene any provision of the Owner's articles of association or result in the breach of any agreement or contract to which the Owner is a party;
- 2.1.9 except for the registration of this Mortgage on the United Kingdom Register of Aircraft Mortgages, no consent, approval or authorisation of or registration with or declaration to any governmental authority is required in connection with the execution and performance of this Mortgage;
- 2.1.10 there is no action, suit or proceeding before any court or governmental authority, pending or, to its best knowledge, threatened which may affect the validity or enforceability of, or the

- Owner's ability to perform its obligations under, this Mortgage;
- 2.1.11 no action or step has been taken or legal proceedings have been started or are threatened for winding-up , company re-organisation or the commencement of insolvency proceedings such as appointment of a liquidator, administrator, Receiver or similar officer for the Owner or of any part of its assets under the laws of any jurisdiction;
 - 2.1.12 it has not received any notice of any adverse claim by any person in respect of ownership or any other interest in the Security Assets; and
 - 2.1.13 At the time of execution of this Mortgage the Aircraft is situated in England.
- 2.2 The representations and warranties contained In clause 2.1 (save for clause 2.1.13) shall be deemed to be repeated on each day during the Security Period as if made with reference to the facts and circumstances existing on each such day.

3 MORTGAGE

- 3.1 As security for payment of the Secured Liabilities the Owner with full title guarantee mortgages the Aircraft to the Mortgagee by way of first priority fixed mortgage.
- 3.2 Any replacement or substitute Engine or Equipment which is acquired by or deemed to be the property of the Owner shall automatically become subject to this Mortgage upon acquisition or installation on or in the Aircraft (and stand charged pursuant to and on the basis mentioned in clause 3.1).
- 3.3 If any Engine or Equipment which is the property of the Owner is at any time removed from the Aircraft it shall nevertheless remain subject to this Mortgage.
- 3.4 To the extent that any charge referred to in clauses 3.1 or 3.2 is or becomes ineffective as a fixed charge, then it shall take effect as a floating charge.
- 3.5 The security created by this Mortgage shall be discharged upon the request and at the cost of the Owner after the end of the Security Period provided that where any discharge is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or

must be repaid on bankruptcy, liquidation or otherwise however arising, this security and the liability of the Owner under this Mortgage shall continue as if there had been no such discharge or arrangement.

4 INTENTIONALLY OMITTED

5 CONTINUING SECURITY AND OTHER SECURITIES

- 5.1 The security given by this Mortgage shall be continuing and not satisfied or affected by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities, but shall secure the ultimate balance of the Secured Liabilities.
- 5.2 The security given by this Mortgage shall be in addition to and shall not be affected by or affect any other Encumbrance now or afterwards held by the Mortgagee for all or any of the Secured Liabilities or any other agreement between the Owner and the Mortgagee (with or without other parties).
- 5.3 All of the rights, powers and remedies vested in the Mortgagee by this Mortgage may be exercised from time to time and as often as the Mortgagee shall in its absolute discretion deem expedient and shall be cumulative and not exclusive of each other or other rights and remedies.

6 GENERAL COVENANTS

The Owner covenants with the Mortgagee that throughout the Security Period it will:

- 6.1 pay, on demand, the Secured Liabilities to the Mortgagee and pay interest on each amount comprised in the Secured Liabilities from the date it is demanded or if earlier the date it falls due until payment to the Mortgagee;
- 6.2 comply at all times with the terms (express or implied) of this Mortgage and the Loan Agreement;
- 6.3 not create or agree or attempt to create or permit to subsist any Encumbrance on all or any part of the Security Assets except for the Permitted Liens;
- 6.4 not do or cause or permit to be done any act or thing which will or could reasonably be expected to materially adversely affect or jeopardise the Security Assets or the rights and interests of the Mortgagee in the Security Assets or this Mortgage and/or omit to do or permit to be omitted anything

that will or could reasonably be expected to prevent the Security Assets and/or those rights and interests from being materially adversely affected or jeopardised;

- 6.5 not do or cause or permit to be done anything that will cause any amendment of the rights attaching to this Mortgage;
- 6.6 not pledge the credit of the Mortgagee for any purpose or in any manner whatever;
- 6.7 not assign, sell, transfer or otherwise dispose of or abandon all of the Security Assets, or any part thereof or interest therein, or permit the same or attempt to do so; and
- 6.7 not do, and will use all endeavours to prevent, any act which could result in the Aircraft being arrested, confiscated, seized or impounded.

7 INSURANCES

- 7.1 Throughout the Security Period the Owner will at its own expense maintain in full force and effect, or procure that the Operator maintains, insurance of the Aircraft in accordance with the terms of clause 10 of the Management Agreement save that the Mortgagee shall be loss payee, with the Mortgagee deemed to be an Indemnitee for all purposes of the Management Agreement.
- 7.2. In addition to the provisions of clause 7.1, should the Management Agreement be terminated during the Security Period, the Owner shall take out insurance for the Aircraft in its own name and shall procure that each of the Insurances provides that:
 - 7.2.1 all payments to be made by the insurers (except in respect of the liability insurances, or as provided by clause 9 or to the extent such payments exceed the amount of the Secured Liabilities) shall be made in US\$ direct to the Mortgagee as sole loss payee;
 - 7.2.2 each of the all risks insurers on the one hand and the war risks insurers on the other hand agree to a 50/50 claim funding arrangement in the event of any dispute as to which insurance is applicable as reflected in the current wording of AVS 103A;
 - 7.2.3 the insurers shall waive their rights of subrogation against the Mortgagee and its directors and employees;

- 7.2.4 insurers shall waive any right of set-off or counterclaim against the Mortgagee except in respect of outstanding premium in respect of the Aircraft; and
- 7.2.5 there is an airline finance/lease contract endorsement in the form of AVN 67B (as from time to time amended, varied or supplemented).
- 7.3 The Owner warrants that all information given by it or on its behalf to insurers in connection with the Insurances is and will from time to time be true and complete in all material respects.
- 7.4 If the Insurances are not maintained in full force and effect, or if the Mortgagee reasonably considers that any change in circumstances has occurred or may occur which may materially affect the Insurances, the Mortgagee may require the Aircraft to remain at, or proceed to and remain at, any airport reasonably nominated by the Mortgagee until the Mortgagee is reasonably satisfied that the Insurances are, and are likely to remain, in full force and effect.
- 7.5 The Owner shall bear any part of any loss or liability which is to be borne by the insured under the Insurances notwithstanding that such policy might have been taken in joint names.
- 7.6 The Mortgagee may from time to time stipulate other requirements for the Insurances so that the scope and level of cover is maintained in line with best industry practice and the interests of the Mortgagee, the Owner and such other parties as the Mortgagee may reasonably require continue to be fully protected.

8 INSURANCE COVENANTS

Throughout the Security Period the Owner will or procure that that the Operator will:

- 8.1 not without the prior consent of the Mortgagee alter any of the Insurances or do or permit any act or omission which would or might render any of the Insurances invalid, void, voidable or unenforceable or render any sum paid out under them repayable in whole or in part;
- 8.2 not cause or permit the Aircraft to be operated in any manner or place or for any purpose not permitted by, outside the cover provided by or inconsistent with the Insurances;

- 8.3 provide to the Mortgagee copies of all communications to or from the insurers;
- 8.4 duly pay all premiums, calls, contributions or other sums of money from time to time payable in respect of the Insurances;
- 8.5 immediately upon the effecting of any of the Insurances, give written notice of it to the Mortgagee stating the full particulars of it, and on request produce the receipts for each sum paid by it pursuant to clause 8.4;
- 8.6 inform the Mortgagee about any claims or events giving rise to claims under the Insurances immediately in reasonable detail;
- 8.7 whenever the Owner receives payment of any money assigned by this Mortgage, save as provided in this Mortgage, immediately pay over such money to the Mortgagee and until such time hold such money in trust for the Mortgagee;
- 8.9 comply with all requirements from time to time regarding insurance in connection with the Aircraft imposed by the state of registration of the Aircraft and any state to, from or over which it is flown;
- 8.10 disclose this Agreement to insurers and upon request shall provide the Mortgagee with copies of each policy for the Insurances and receipt for premiums for them upon reasonable request and shall provide information about the progress of renewals;
- 8.11 If a Total Loss occurs, the Owner will pay the Required Insurance Value to the Mortgagee by no later than 45 days after the Total Loss Date.

9 APPLICATION OF INSURANCE PROCEEDS

All sums receivable in respect of the Insurances, including all sums receivable in respect of a Total Loss, except sums in respect of third party liability claims, shall be paid to the Mortgagee and the Mortgagee may in its discretion apply them towards the loss or damage concerned or as permitted by law or as specified in clause 16. Notwithstanding the foregoing, each sum receivable in respect of the liability insurance shall be paid direct to the person to whom the liability to which such sum relates was incurred or to the Owner or the Mortgagee as the case may be in reimbursement to it of money expended in satisfaction of such liability.

10 COVENANTS CONCERNING THE AIRCRAFT

Throughout the term of the Management Agreement, the Owner shall procure that the Operator complies with the provisions of clauses 4.2.1, 5 and 6 of the Management Agreement. Throughout the Security Period, the Owner shall affix and keep uncovered a fireproof nameplate in a prominent position on the flightdeck of the Aircraft and on each Engine in accordance with the text set out in schedule 2 and keep affixed on the front of each of the Manuals and Technical Records a notice in accordance with such text, and shall procure that the Operator provides reasonable assistance in connection with the same. Immediately upon termination of the Management Agreement, for the remainder of the Security Period (save for clause 10.13 which shall apply throughout the Security Period) the Owner will, at the Owner's cost:

- 10.1 maintain the registration of the Aircraft on the United Kingdom Register of Civil Aircraft in the name of the Owner as owner and ensure that nothing is done or omitted by which such registration is imperilled with the interest of the Mortgagee as mortgagee duly noted;
- 10.2 obtain and maintain in full force and effect all certificates, licences, permits and authorisations necessary or desirable in connection with the use and operation of the Aircraft including in particular (without limitation) an unrestricted certificate of airworthiness for the proposed purpose of the operation of the Aircraft, a noise certificate (certificate of compliance with environmental standards) and all applicable certificates of maintenance;
- 10.3 procure that the Aircraft is serviced, repaired, maintained and overhauled in a fully airworthy and operating condition, as well as altered and modified, and that additions are made to the Aircraft, so as not to diminish its value and in accordance with good commercial airline practice, the manufacturer's maintenance programme and all appropriate laws, rules, regulations, airworthiness directives, orders, mandatory modifications, alert service bulletins, and other requirements of any relevant Aviation Authority, and manage and maintain the Maintenance Contract;
- 10.4 ensure that no Engine or Equipment is removed except in the ordinary course of maintenance or repair (including, for the avoidance of doubt, any removal in relation to a care and maintenance program to the extent the Mortgagee's rights to such Engine or part under this Mortgage is not impaired) and that any Engine or Equipment so removed is properly and safely stored and as

soon as possible reinstalled or replaced by another Engine or other Equipment, as the case may be, of substantially the same kind, value and utility in good operating condition and beneficially owned by the Owner free from Encumbrances;

- 10.5 ensure that the Aircraft complies with and is registered, used, operated and controlled in accordance with (i) the Manuals and Technical Records, (ii) any applicable certificate of airworthiness and all applicable requirements of any relevant Aviation Authority, (iii) all applicable laws and regulations and (iv) the purpose for which it is designated and reasonably suitable;
- 10.6 not cause or permit to be made any change in or to the Aircraft except as required by the Aviation Authority the manufacturer or this Mortgage;
- 10.7 ensure that the Aircraft is based in and operated from the United Kingdom and does not fly to, from or over any country or geographical area in contravention of any applicable laws or regulations or where its safety might be imperilled;
- 10.8 ensure that the Aircraft is, at all times when not being operated, properly and safely hangared and sheltered where this is reasonably possible;
- 10.9 punctually pay all costs, expenses, duties, charges, levies, fees, fines, penalties, rent, rates, Taxes, insurance premiums, assessments and other expenditure payable in respect of the Aircraft, its storage, maintenance, use or operation (including in particular without limitation any which give or may give rise to any Encumbrance or claim enforceable against the Aircraft) and on demand produce to the Mortgagee the receipts for all such payments;
- 10.10 ensure that the Aircraft is not operated in any manner or place or for any purpose which would or might render it liable to confiscation, forfeiture, seizure, destruction or condemnation;
- 10.11 maintain accurate, complete and current records, logs and other documents regarding the Aircraft as required by the Aviation Authority and all applicable laws and regulations;
- 10.12 do all such acts and things as may be necessary or reasonably required by the Mortgagee to perfect recognition of the Mortgagee's interest in the Aircraft as provided by the Geneva Convention 1948 on the International Recognition of Rights in Aircraft;

- 10.13 if the provisions of the Cape Town Convention are effective, or given effect at any time during the Security Period (including during the term of the Management Agreement), in the state of registration of the Aircraft or the state in which the Owner or Operator (or any permitted sub-lessee or operator of the Aircraft if applicable) is situated or incorporated or has its registered office or centre of administration, the Owner shall:
- 10.13.1 at the Mortgagee's request perform such acts and execute and deliver such agreements and instruments (including but not limited to any subordination), including entering into any amendments to this Mortgage, as may be determined by the Mortgagee to be necessary or desirable to (a) protect enhance or perfect the Mortgagee's interest in the Aircraft or any Engine, this Mortgage and any other agreement between the Mortgagee and the Owner (or any third party) under the Cape Town Convention and (b) allow the Mortgagee to enforce any agreements between the parties hereto under the Cape Town Convention;
 - 10.13.2 provide all assistance and cooperation to the Mortgagee as may be necessary to enable the Mortgagee to procure the filing with, and/or registration in the international register(s) maintained by, the international registry of the Cape Town Convention of any agreement between the parties hereto, including this Mortgage, including making any filing or registration through the 'designated entry point' (as defined in the Cape Town Convention) in the state of registration of the Aircraft;
 - 10.13.3 not permit without the prior written consent of the Mortgagee any person, other than the Mortgagee, to make any international registry filings (including prospective filings) under the Cape Town Convention in relation to the Aircraft and any Engine and any agreement between the parties hereto, including this Mortgage;
 - 10.13.4 exclude in writing the application of any provision of the Cape Town Convention that the Mortgagee may deem desirable in connection with the foregoing (if permitted by any applicable law); and
 - 10.13.5 be responsible for all costs and expenses associated with the requirements of this clause 10.13;

- 10.14 not represent or hold out the Mortgagee as carrying goods or passengers or being in any way associated or connected with the operation of the Aircraft;
- 10.15 ensure that the crew and engineers employed in connection with the Aircraft have the qualifications and hold the licenses required by any relevant Aviation Authority and all applicable laws and regulations; and
- 10.16 ensure that all inspections, services, repairs, overhauls, tests and modifications to be made or carried out on or to the Aircraft are made and carried out by persons qualified and/or licensed to do so under applicable laws and regulations and mandatory requirements of the relevant manufacturer(s).

11 LEASING AND CHARTERING

Throughout the Security Period the Owner will not without the Mortgagee's prior written consent lease, charter, hire or otherwise part with possession or operational control of the Aircraft save in accordance with the terms of Management Agreement.

12 NOTIFICATION INFORMATION AND ACCESS

Throughout the Security Period the Owner will and will procure that the Operator, if applicable, will:

- 12.1 immediately notify the Mortgagee (by email or fax) of any distress on the Aircraft or its arrest, execution, capture, detention, confiscation, forfeiture, penalty, seizure, impoundment, destruction, condemnation, compulsory acquisition or requisition or if any such action is threatened;
- 12.2 immediately notify the Mortgagee (by email or fax) of the occurrence of any accident or other event which has resulted in or may result in a Total Loss or in damage likely to cost in excess of US\$100,000 to repair;
- 12.3 immediately notify the Mortgagee (by email or fax) of the occurrence or impending or likely occurrence of any event referred to in clause 13;
- 12.4 Immediately notify the Mortgagee (by email or fax) of any change in the address at which the Aircraft is ordinarily kept and of any address where it may temporarily be kept;
- 12.5 give the Mortgagee upon request copies of all material documents and all reasonable information regarding the Aircraft (including without limitation regarding its location, operation, use, insurance, maintenance and condition);

- 12.6 permit the Mortgagee and/or its agents and representatives reasonable access to the Aircraft and all Manuals and Technical Records for the purpose of inspection or survey and ensure that they are all afforded all reasonable facilities;
- 12.7 provide the Mortgagee at not less than 6-monthly intervals and whenever reasonably requested by the Mortgagee with a status report on the Aircraft and Engines indicating:
- 12.7.1 the serial numbers of the Engines then installed on the Aircraft;
 - 12.7.2 the serial numbers, condition and whereabouts of any Engine not then installed on the Aircraft;
 - 12.7.3 the hours available on the airframe and Engines until next overhaul; and
- 12.8 give the Mortgagee prior written notice if the Aircraft is to be operated in or within the United States of America or Canada and prior to the commencement of such operation ensure that the third party insurance liability figure is increased to such an amount as the Mortgagee may reasonably require.

13 ENFORCEABILITY OF SECURITY

For the purposes of the Law of Property Act 1925 Section 101, the Secured Liabilities shall be deemed to have become due for discharge and payment on the day following the execution of this Mortgage and the Mortgagee may immediately without notice, enforce the security created by this Mortgage if (whether or not caused by any reason whatever outside the control of the Owner or any other person):

- 13.1 the Owner fails to pay on the due date any amount payable by it under this Mortgage or the Loan Agreement or if an Event of Default (as such term is defined in the Loan Agreement) has occurred;
- 13.2 any representation or warranty in any document or otherwise given or made to the Mortgagee in connection with this Mortgage is or becomes untrue in any respect;
- 13.3 the Owner fails to comply with any other provision of this Mortgage or of any other agreement from time to time subsisting between the Owner and the Mortgagee, including but not limited to the Loan Agreement (with or without other parties);

- 13.4 any other indebtedness of the Owner becomes due and payable prior to the stated due date or the person to whom such indebtedness is owed becomes entitled to declare any such indebtedness due and payable prior to such due date, or any event of default in respect of it occurs, or any such indebtedness is not paid when due;
- 13.5 the Owner becomes or is deemed unable to pay its debts within the meaning of the Insolvency Act 1986 Section 123, or becomes unable to pay its debts as they fall due, or otherwise becomes insolvent, or suspends making payment with respect to all or any of its debts or announces any intention to do so;
- 13.6 an application or petition or notice for an administration order in relation to the Owner is presented or given or any meeting of the Owner is convened for the purpose of considering any resolution to present a notice, application or petition for such an order;
- 13.7 a notice of appointment or a notice of intention of appointment under Schedule B1 of the Insolvency Act 1986 is issued by the Owner or by its directors or by the holder of a qualifying floating charge (as defined in the said Schedule);
- 13.8 any steps are taken with a view to proposing (under any enactment or otherwise) any kind of composition, scheme of arrangement, compromise or arrangement involving the Owner and its creditors generally (or any class of them);
- 13.9 any administrative or other receiver or any manager of the Owner or any of its property is appointed or the directors of the Owner request any person to appoint such a receiver or manager, or any other steps are taken to enforce any Encumbrance over any of the Owner's property or to repossess any goods in the possession of but not absolutely owned by the Owner, or any steps are taken with a view to putting in force any kind of attachment, sequestration, distress or execution against the property of the Owner;
- 13.10 a meeting of the Owner is convened for the purpose of considering any resolution for, or to petition for, winding up, or the Owner passes such a resolution, or an order for winding up the Owner is made on the petition of any of its creditors;
- 13.11 any steps are taken with a view to the dissolution of the Owner;

- 13.12 the Owner ceases or threatens to cease all or a substantial part of its operations or transfers or disposes of (otherwise than in the ordinary course of trading) all or a substantial part of its assets whether by one or a series of transactions, related or not;
- 13.13 any authorisation, approval, licence, insurance, registration or other requirement necessary to enable the Owner to comply with any of its obligations under this Mortgage is modified, revoked or does not remain in full force and effect;
- 13.14 the Aircraft becomes a Total Loss;
- 13.15 the Aircraft is arrested, detained, seized, condemned or becomes the subject of compulsory acquisition or requisition or any such action is threatened or the Mortgagee reasonably considers any such action is likely to be taken;
- 13.16 it becomes impossible or unlawful for the Owner to fulfil any of the terms of this Mortgage or for the Mortgagee to exercise any right or power given to it by this Mortgage;
- 13.17 there occurs in the opinion of the Mortgagee a material adverse change in the financial condition or control of the Owner;
- 13.18 any event occurs which is analogous to those events set out in clauses 13.5 to 13.11 in any other jurisdiction;
- 13.19 any circumstances arise which might in the reasonable opinion of the Mortgagee imperil the security created by this Mortgage or the ability or willingness of the Owner to perform its obligations under this Mortgage.

14 ENFORCEMENT OF SECURITY

- 14.1 When and at any time after the security created by this Mortgage becomes enforceable and the Mortgagee determines to enforce the same, it may without notice immediately put into force and exercise all the powers and remedies possessed by it according to law as mortgagee and chargee of the Security Assets as and when it may see fit (so that the Law of Property Act 1925 Sections 93 and 103 shall not apply to this security) and in particular (without limitation) the Mortgagee may:
 - 14.1.1 take possession of the Aircraft and for this purpose enter into any premises belonging to or in the occupation or under the control of the Owner where the Aircraft may be located;

- 14.1.2 recover and collect all Insurances, and Requisition Compensation;
 - 14.1.3 take over or institute all such proceedings in connection with all or any of the Security Assets as the Mortgagee in its absolute discretion thinks fit and discharge, compound, release or compromise any of the Security Assets or claims in respect of them including without limitation claims which have given or may give rise to any charge or lien on or arrest of the Aircraft or which are or may be enforceable by proceedings against the Aircraft;
 - 14.1.4 sell all or any part of the Security Assets (either with or without taking possession and with or without the benefit of any lease, charter or other contract) by public auction or private contract, at such place and upon such terms as the Mortgagee in its absolute discretion may determine with power to postpone any such sale and without being answerable for any loss occasioned by such sale or resulting from the postponement of it;
 - 14.1.5 repair and maintain and keep in repair the Aircraft;
 - 14.1.6 insure the Aircraft upon such terms as the Mortgagee may in its absolute discretion determine;
 - 14.1.7 manage, lease, charter, operate or otherwise use the Aircraft in such manner and for such period as the Mortgagee deems necessary and generally do all such things as an owner of the Aircraft could do in relation to it, accounting only for the net proceeds (if any) of such use; and
 - 14.1.8 set off any money comprised in the Security Assets against any of the Secured Liabilities.
- 14.2 If the provisions of the Cape Town Convention are effective, or given effect at any time during the Security Period, in the state of registration of the Aircraft or the state in which the Owner (or any permitted sub-lessee or operator of the Aircraft if applicable) is situated or incorporated or has its registered office or centre of administration, the Mortgagee and the Owner acknowledge and agree that:
- 14.2.1 each of the events referred to in clause 13 inclusive shall be deemed to be an event that constitutes a 'default' as such term is used in the Cape Town Convention and the Owner acknowledges to the extent permitted by law that any of the remedies granted

herein following an event of default are not manifestly unreasonable;

- 14.2.2 upon the occurrence of any of the events referred to in clause 13 (a) the Mortgagee will be afforded all rights and remedies specified in the Cape Town Convention as a result of any such event referred to in clause 13 and (b) all the rights of the Mortgagee set out in this clause 14 will be construed to be 'additional remedies' as permitted by the Cape Town Convention which may be exercised by the Mortgagee pursuant to this Mortgage subject to the requirements of any applicable law; and
- 14.2.3 upon the occurrence of any of the events referred to in clause 13, the Mortgagee may take all steps as are contemplated by the Cape Town Convention as the result of any such event to the extent permitted by law without notice to the Owner or court order deregister the Aircraft in the state of registration, export the Aircraft from the state of registration and, if applicable, discharge the International Interest in respect of the Aircraft and any Engine, any agreement between the parties, including this Mortgage, from the international register(s) of the Cape Town Convention.

15 RECEIVER

- 15.1 At any time after the security created by this Mortgage shall have become enforceable the Mortgagee shall be entitled (but not bound) to appoint in writing a Receiver of all or any part of the Security Assets (with power to authorise any joint receiver and/or manager to exercise any power independently of any joint receiver/manager) and remove any Receiver so appointed and appoint another in his place.
- 15.2 The Receiver may exercise all or any of the rights, powers and discretions of the Mortgagee given to it by this Mortgage.
- 15.3 The Receiver shall have all the powers conferred by the Law of Property Act 1925, but without the restrictions contained in Sections 93 and 103 of that Act.
- 15.4 Any Receiver shall be entitled to remuneration appropriate to his work and shall be entitled to charge in accordance with the normal practice of his firm

without being limited to the maximum rate specified in the Law of Property Act 1925 Section 109(6).

15.5 The Mortgagee shall not be responsible for misconduct or negligence on the part of the Receiver.

15.6 The Receiver shall be the agent of the Owner and the Owner shall be responsible for his acts, defaults and remuneration and liable on any contracts made by him.

16 APPLICATION OF PROCEEDS

All money received by the Mortgagee or any Receiver in respect of the Security Assets shall be applied in or towards payment of the Secured Liabilities in the following order (but without prejudice to the right of the Mortgagee to recover any shortfall from the Owner):

16.1 in or towards payment of all costs and expenses whatever incurred or to be incurred by the Mortgagee or the Receiver in connection with such enforcement including (without limitation) all costs of recovery, maintenance, repair, insurance, storage, sale or other dealing;

16.2 in or towards payment to the Mortgagee, in such order as the Mortgagee may in its sole discretion decide, of all amounts which are or may become owing by the Owner to the Mortgagee under this Mortgage;

16.3 after all amounts payable or which may become payable under this Mortgage have been paid in full and this Mortgage has been discharged, in or towards payment of money owing, if any, to the Owner or other persons entitled to it.

17 POWER OF ATTORNEY

The Owner irrevocably appoints and constitutes the Mortgagee and any Receiver jointly and severally, with full power to delegate, as its true and lawful attorney (which appointment is coupled with a security interest) with full power (in the name of the Owner or otherwise) to ask, require, demand, receive, compound and give acquittance for any and all money and claims for money due or to become due to endorse any cheque or other instrument or orders in connection with it to execute any document to do any act or thing and to file any claims or take any action or institute any proceedings which the Mortgagee or any Receiver may deem to be necessary or advisable and otherwise to do any and all things which the Owner itself could do in relation to the Security Assets or in

connection with the matters provided for in this Mortgage and the Owner undertakes to ratify all such acts of the Mortgagee and or any Receiver. In addition, for the purposes of the Cape Town Convention, the Owner hereby agrees to execute and deliver to the Mortgagee, and procure that the Operator will execute and deliver to the Mortgagee, the IDERA if requested by the Mortgagee and shall not issue and shall procure that no third party shall issue an IDERA or similar instrument with respect to the Aircraft or any Engine to any person other than the Mortgagee.

18 PROTECTION OF THIRD PARTIES

- 18.1 No purchaser or other person dealing with the Mortgagee or any Receiver or with its or his attorneys or agents shall be concerned to enquire whether the power exercised or purported to be exercised by it or him has become exercisable or whether any money remains due on the security created by this Mortgage or otherwise as to the propriety or regularity of any of his its or their actions or as to the application of any money paid to him it or them.
- 18.2 All the protections afforded to purchasers by the Law of Property Act 1925 Sections 104 and 107 and by Section 42(3) of the Insolvency Act 1986 shall apply to any such person dealing with the Mortgagee or Receiver.

19 POWERS OF MORTGAGEE

- 19.1 The Mortgagee shall be entitled (but not bound) to take any such action as it may in its discretion think fit for the purpose of: (i) establishing, maintaining, preserving, protecting and perfecting the security created or purported to be created under this Mortgage; (ii) exercising the rights of the Mortgagee under this Mortgage or vesting any right to the Security Assets or the Aircraft with the Mortgagee or any purchaser or assignees; and (iii) enforcing the security created under this Mortgage; the Owner irrevocably authorises and empowers the Mortgagee, and any of its successors, transferees or assignees or any nominee or agent designated by the Mortgagee or any of its successors, transferees or assignees, without notice to or assent by the Owner, to act in its own name or in the name of the Owner, and on behalf of the Owner to do all lawful acts which the Owner is required to do and fails to do under this Mortgage or the Mortgagee may deem reasonably necessary or advisable. To the fullest extent permissible by law, the powers set out in this clause 19 are irrevocable and shall be valid for as long as this Mortgage

remains in force. In particular (without limitation), the Mortgagee may effect and maintain Insurances, arrange for the carrying out of repairs to and/or surveys of the Aircraft and discharge obligations and liabilities in connection with the Aircraft.

- 19.2 The Mortgagee may at any time or times delegate to any person all or any of its rights, powers and discretions under this Mortgage and/or employ agents, managers, employees, advisers and others on such terms as the Mortgagee sees fit for any of the purposes set out in this Mortgage.
- 19.3 Every power and remedy given to the Mortgagee under this Mortgage shall be cumulative and not alternative and in addition to and not exclusive of any other power or remedy given to the Mortgagee either by this Mortgage or by law and all such powers and remedies may be exercised whenever and as often as the Mortgagee may deem expedient.

20 FURTHER ASSURANCE

The Owner shall at its own expense from time to time execute all such deeds and documents and do all such acts and things as the Mortgagee may reasonably require for the purpose of protecting or perfecting the security intended to be created by this Mortgage.

21 INDEMNITY AND LIABILITY

- 21.1 THE OWNER WILL INDEMNIFY AND KEEP INDEMNIFIED THE MORTGAGEE AND EVERY RECEIVER OR AGENT APPOINTED PURSUANT TO THIS MORTGAGE IN RESPECT OF (BUT NOT LIMITED TO) ALL ACTIONS, CLAIMS, DEMANDS, PROCEEDINGS, COSTS, EXPENSES, FINES, PENALTIES, TAXES, LOSSES AND LIABILITIES WHATEVER INCURRED BY IT, HIM OR THEM IN GOOD FAITH IN THE EXECUTION OR PURPORTED EXECUTION OF ANY RIGHTS POWERS OR DISCRETIONS GIVEN TO IT HIM OR THEM BY THIS MORTGAGE OR ARISING IN ANY MANNER WHATEVER OUT OF THE MANAGEMENT, CONTROL, USE OR OPERATION OF THE AIRCRAFT OR OUT OF NON-COMPLIANCE BY THE OWNER WITH ANY OF ITS OBLIGATIONS UNDER THIS MORTGAGE.
- 21.2 THE MORTGAGEE SHALL NOT BE LIABLE IN ANY MANNER WHATEVER FOR ANY LOSSES OR DAMAGE WHATEVER ARISING IN CONNECTION

WITH THE EXERCISE OR PURPORTED EXERCISE OF ANY OF ITS RIGHTS, POWERS AND DISCRETIONS IN GOOD FAITH UNDER THIS MORTGAGE AND IN PARTICULAR WITHOUT LIMITATION THE MORTGAGEE AND ANY RECEIVER IN POSSESSION SHALL NOT BE LIABLE TO ACCOUNT AS MORTGAGEE IN POSSESSION OR FOR ANYTHING EXCEPT ACTUAL RECEIPTS.

- 21.3 NOTHING IN THIS CLAUSE SHALL EXCLUDE THE LIABILITY OF THE MORTGAGEE OR ANY RECEIVER FOR FRAUD.

22 MORTGAGEE'S RIGHT OF RETENTION AND SET-OFF

- 22.1 The Owner agrees that the Mortgagee may at any time without notice:
- 22.1.1 retain any sums that would otherwise be payable to the Owner to cover any liabilities of the Owner to the Mortgagee on any other account;
 - 22.1.2 combine or consolidate all or any of its then existing accounts, including accounts in the name of the Mortgagee or of the Owner jointly with others and set off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any money, obligations or liabilities of the Owner to the Mortgagee.
- 22.2 Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Mortgagee (as conclusively determined by the Mortgagee) for purchasing the currency for which the Owner is liable with the existing currency so converted.
- 22.3 For the purpose of this clause 'accounts' includes all forms of account, wherever situated, whether current, deposit, loan or of any other nature whatever, whether subject to notice or not and whether in US\$ or in any other currency and 'liabilities' includes all forms of liability, whether present, future, actual, contingent, primary, collateral, several, joint or joint and several.

23 CURRENCY

- 23.1 US\$ is the sole currency of account and for payment of all sums to be paid under or in connection with this Mortgage by the Owner to the Mortgagee including damages and all such sums shall be paid in US\$ in immediately

available funds during normal banking hours in the place where payment is to be received on the day in question to such account of the Mortgagee as has been notified to the Owner from time to time.

- 23.2 Any amount received or recovered hereunder in a currency other than US\$ (whether as a result of any payment by the Owner or of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the dissolution or insolvency of the Owner or otherwise) by the Mortgagee in respect of any sum expressed to be due or payable to it from the Owner under this Mortgage shall only constitute a discharge to the Owner to the extent of the US\$ amount which the Mortgagee is able, in accordance with its usual practice, to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).
- 23.3 If that amount is less than the US\$ amount expressed to be due or payable to the Mortgagee under this Mortgage the Owner shall indemnify it on demand against any loss sustained by it as a result and in any event the Owner shall indemnify the Mortgagee against the cost of making any such purchase (including premiums and commissions).
- 23.4 These indemnities constitute a separate and independent obligation from the other obligations in this Mortgage, give rise to a separate and independent cause of action, apply irrespective of any indulgence granted by the Mortgagee and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Mortgage or any judgment or order and no proof or evidence of any actual loss may be required.

24 COSTS AND INTEREST

- 24.1 The Owner shall pay to the Mortgagee or to its order on demand all costs and expenses whatever (including, without limitation, legal costs, registration fees, VAT and stamp duties) incurred by the Mortgagee in connection with the negotiation, preparation, completion, registration and perfection of this Mortgage and the maintenance, protection and enforcement of the security created by or intended to be created by or pursuant to this Mortgage or any of the Mortgagee's rights whatever under this Mortgage.

24.2 All amounts due from the Owner to the Mortgagee under this Mortgage including, but not limited to, such costs and expenses in clause 24.1 shall bear interest in accordance with clause 4.3 of the Loan Agreement.

25 GENERAL

25.1 This Mortgage constitutes the entire agreement between the parties in relation to its subject matter and no addition to or variation of it shall have any effect unless in writing and signed by the Mortgagee.

25.2 Any part of this Mortgage found by any court or other competent authority to be unenforceable shall be considered severable so as not in any way to affect the remainder of this Mortgage.

25.3 No delay in exercising or omission by the Mortgagee to exercise any right or power given to it by this Mortgage shall impair such right or power or be construed as a waiver of or as an acquiescence in any default by the Owner and in the event of the Mortgagee on any occasion agreeing to waive any such right or power such waiver shall not in any way prejudice or affect the right of the Mortgagee afterwards to act strictly in accordance with the powers given to it by this Mortgage.

25.4 A certificate of the Mortgagee as to the amount at any time due from the Owner under this Mortgage or the amount which, but for any of the obligations of the Owner under this Mortgage being or becoming void, voidable, unenforceable or ineffective at any time would have been due from the Owner under this Mortgage shall, in the absence of manifest error, be conclusive.

25.5 The Owner may not assign, transfer, delegate or otherwise deal with any of its rights or obligations under this Mortgage. The Mortgagee may, without notice, assign all or part of its rights or benefits or transfer or delegate all or any part of its rights or obligations under this Mortgage. Where appropriate, the Owner shall enter into all documents specified by the Mortgagee to be necessary to give effect to any such transfer, assignment or delegation.

25.6 The parties to this Mortgage do not intend by this Mortgage to confer any rights whatsoever on any other person. Accordingly, the parties hereby expressly exclude the provisions of the Contracts (Rights of Third Parties) Act 1999 (or any or re-enactment thereof).

- 25.7 The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply:
- 25.7.1 the words "other than any charges, encumbrances or rights which that person does not and could not reasonably be expected to know about" in Section 3(1);
 - 25.7.2 the words "except to the extent that" and all the words thereafter in Section 3(2); and,
 - 25.7.3 Section 6(2).
- 25.8 In the event that any of the provisions of the Mortgage and the Loan Agreement conflict with one another, the provisions of the Mortgage shall prevail.

26 NOTICES

All notices and other communications under this Mortgage (unless otherwise expressly contemplated in this Mortgage) shall be in writing and either delivered by hand or sent by email, fax or first class post (airmail if overseas) in each case to the address of the intended recipient as follows:

In the case of the Owner:

Address: [AMSAIR AIRCRAFT LTD, AMSHOLD HOUSE, GOLDINGS HILL, LOUGHTON
ESSEX, IG10 2RW, UNITED KINGDOM]

Email: [daniel@amsprop.com]

Fax number: [0044 203 225 5678]

Attention: [DANIEL SURAR]

In the case of the Mortgagee:

Address: [AMSHOLD GROUP LTD, AMSHOLD HOUSE, GOLDINGS HILL, LOUGHTON
ESSEX, IG10 2RW, UNITED KINGDOM]

Email: [roger@amsprop.com]

Fax number: [0044 203 225 5678]

Attention: [ROGER ADAMS]

(or any other address, email or fax number notified by it from time to time for such purposes) and shall be considered served and received:

- 26.1 in the case of delivery by hand, upon delivery or upon refusal on presentation;
- 26.2 in the case of email, when sent provided that, the message is in legible form and no message is received by the sender indicating that such message has not been received by or delivered to the intended recipient;
- 26.3 in the case of fax, upon sending provided the addressee does not within 24 hours notify the sender that it has been transmitted illegibly or incorrectly;
- 26.4 In the case of post, 24 hours after posting.

27 LAW AND JURISDICTION

- 27.1 This Mortgage and all non-contractual matters associated with, arising out of or connected with it shall be governed by and construed in accordance with English law.
- 27.2 The parties agree that the English courts have exclusive jurisdiction to adjudicate any dispute which arises in connection with this Mortgage save that, as such agreement conferring jurisdiction is for the benefit of the Mortgagee only, the Mortgagee shall retain the right to bring proceedings against the Owner or in respect of the Security Assets in any other court which has jurisdiction.
- 27.3 To the extent that the Owner may be entitled in any jurisdiction to claim for itself or its assets immunity from service of process, jurisdiction, suit, judgment, execution, attachment (whether before judgment, in aid of execution, or otherwise) or legal process in respect of its obligations under this Mortgage, or to the extent that, in any such jurisdiction, such immunity (whether or not claimed) may be attributed to it or its assets, the Owner hereby irrevocably agrees not to claim, and hereby irrevocably waives, such immunity to the fullest extent permitted by the laws of such jurisdiction with the intent, inter alia, that such waiver of immunity shall have irrevocable effect for the purpose of the State Immunity Act 1978 in any proceedings to which such Act is applicable.

28 DELIVERY

The parties have executed this Mortgage as a deed on the condition that it shall not be created, for the purposes of the Companies Act 2006 Section 860, nor delivered, for the purposes of that Act, until it is dated by or on behalf of the parties.

IN WITNESS WHEREOF the parties have executed this Mortgage as a deed the day and year first before written.

Schedule 1

The Aircraft

Manufacturer:	Embraer
Type/Model:	Legacy 650
Manufacturer's Serial Number:	14501199
Registration Mark:	G-SUGR
Engine Manufacturer:	Rolls-Royce Plc
Engine Type/Model:	AE 3007A2
Engine Manufacturer's Serial Numbers:	CAE313382 and CAE313383

Schedule 2

Nameplate Inscription

1 On the airframe

'This aircraft its engines and accessories are owned by Amsair Aircraft Limited and subject to a mortgage in favour of Amshold Group Limited.

No person or body other than Amshold Group Limited is authorised to create or allow to be created any lien on the aircraft its engines or accessories.'

2 On the engines

'This engine with accessories is owned by Amsair Aircraft Limited and subject to a mortgage in favour of Amshold Group Limited. No person or body other than Amshold Group Limited is authorised to create or allow to be created any lien on this engine.'

3 On the manuals and technical records

'These manuals and technical records are owned by Amsair Aircraft Limited and subject to a mortgage in favour of Amshold Group Limited. No person or body other than Amshold Group Limited is authorised to create or allow to be created any lien on these manuals and technical records.'

Schedule 3

Form of Cape Town Power of Attorney

Form of Irrevocable Deregistration and Export Request Authorisation (Annex referred to in Article 25 of the consolidated text of the Cape Town Convention)

_____ 2015

To: The United Kingdom Civil Aviation Authority

Re: **Irrevocable Deregistration and Export Request Authorisation**

The undersigned is the registered operator of the Embraer EMB-135BJ aircraft having registration mark G-SUGR and manufacturer's serial number 14501199 (together with all installed, incorporated or attached accessories, parts and equipment, the "Aircraft").

This instrument is an irrevocable deregistration and export request authorisation issued by the undersigned in favour of Amshold Group Limited as mortgagee (the "Authorised Party") under the authority of Article 25 of the consolidated text of the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Matters specific to Aircraft Equipment which were adopted on November 16, 2001 at a diplomatic conference held in Cape Town, South Africa (the "Cape Town Convention"). In accordance with that Article, the undersigned hereby requests:

- 1 recognition that the Authorised Party or the person it certifies as its designee is the sole person entitled to:
 - 1.1 procure the deregistration of the Aircraft from the registry of aircraft maintained by the United Kingdom Civil Aviation Authority for the purposes of Chapter III of the Convention on International Civil Aviation, signed at Chicago, on 7 December 1944; and
 - 1.2 procure the export and physical transfer of the aircraft from the United Kingdom; and
- 2 confirmation that the Authorised Party or the person it certifies as its designee may take the action specified in clause 1 above on written demand without the consent of the undersigned and that, upon such demand, the authorities in the United Kingdom shall cooperate with the Authorised Party with a view to the speedy completion of such action.

The rights in favour of the Authorised Party established by this instrument may not be revoked by the undersigned without the written consent of the Authorised Party.

Please acknowledge your agreement to this request and its terms by the appropriate notation in the space provided below and lodge this instrument in the aircraft registry maintained by the United Kingdom Civil Aviation Authority.

AIR CHARTER SCOTLAND LIMITED / AMSAIR AIRCRAFT LIMITED

By: _____

Title: Director

Date: __ _____ 2015

Agreed to and lodged on the date specified below.

THE UNITED KINGDOM CIVIL AVIATION AUTHORITY

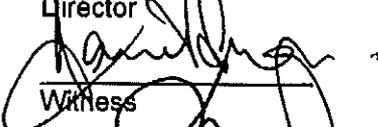
By: _____

Title: _____

Date: __ _____ 2015

EXECUTION

EXECUTED as a DEED
by
for and on behalf of
AMSAIR AIRCRAFT LIMITED

)
) DANIEL PAUL SUGAR
) Director
) 
) Witness
) JONATHAN DUMONT
) 4 BERRY CLOSE, WICKFORD
) ESSEX, SS12 0LS, U.K.
) Address

EXECUTED as a DEED
by
for and on behalf of
AMSHOLD GROUP LIMITED


)
) ROGER GEORGE ADAMS
) Director
) 
) Witness
) JONATHAN DUMONT
) 4 BERRY CLOSE, WICKFORD
) ESSEX, SS12 0LS, U.K.
) Address