

231352-23

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

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

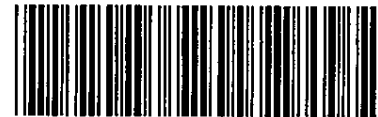
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where
instrument Use form M

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

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

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record Do not send the original



A32 19/12/2016 #68
COMPANIES HOUSE

1 Company details

Company number 0791773

Company name in full G650 Leasing Limited

2 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d1 d3 m1 m2 y2 y0 y1 y6

3 Names of persons, security agents or trustees entitled to the charge

☒ Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Credit Suisse AG

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Particulars of a charge

4	Brief description	
Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
	None	
5	Other charge or fixed security	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Clyde & Co LLP</i> X</p>	
	This form must be signed by a person with an interest in the charge	

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Nick Harding

Company name Clyde & Co LLP

Address The St Botolph Building

138 Houndsditch

Post town London

County/Region

Postcode E C 3 A 7 A R

Country UK

DX DX 160030 Lime Street 5

Telephone +44 (0) 20 7876 5000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 7917773

Charge code. 0791 7773 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2016 and created by G650 LEASING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2016.

Op

Given at Companies House, Cardiff on 28th December 2016



Companies House



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

I certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

N Hardy *Clyde & Co LLP*

Nicholas Harding
Solicitor

Clyde & Co LLP, The St. Botolph Building, 138 Houndsditch, London EC3A 7AR

Aircraft Objects Security Agreement – MSN 6092

This Aircraft Objects Security Agreement (the **Agreement**) is dated as of
13 December 2016

Between

- (1) **G650 Leasing Limited**, a company incorporated under the laws of England with its registered office at No 1 London Bridge, London, SE1 9BG, United Kingdom (**Debtor**), and
- (2) **Credit Suisse AG**, a company incorporated under the laws of Switzerland with its registered office at Paradeplatz 8, 8001 Zürich, Switzerland (**Creditor**)

Whereas

- (A) Debtor and Creditor are party to the agreement set out in Schedule 1 to this Agreement (as amended, supplemented, restated or replaced from time to time, the **Existing Agreement**)
- (B) To secure the payment and performance of the Secured Obligations, Debtor has agreed to grant to Creditor the Security Interests with respect to the Collateral in accordance with the terms of this Agreement
- (C) Debtor has agreed to take such actions as Creditor may require to ensure that Creditor is entitled to the benefits of the Cape Town Convention as adopted by the United Kingdom

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are acknowledged by Debtor, Debtor agrees with and in favour of Creditor as follows

1 Definitions In this Agreement the following terms have the following meanings

- (a) **Aircraft Sublease Agreement** means the aircraft sub-lease agreement dated on or about the date of this Agreement between Debtor as lessor and Sublessee as lessee, for the sub-leasing, operation and management of the Collateral by Sublessee
- (b) **Assigned Property** means all of Debtor's right, title, interest and benefit, present and future, actual or contingent, in, to, under and in respect of the Aircraft Sublease Agreement
- (c) **Cape Town Convention** means the "Cape Town Convention" and the "Aircraft Protocol", as such terms are defined in the International Interests in Aircraft Equipment (Cape Town Convention) Regulations 2015 of the United Kingdom
- (d) **Collateral** means the aircraft objects set out in Schedule 1 to this Agreement
- (e) **General Assignment** means the general assignment – lessee dated 7 October 2014 between Debtor as assignor and Creditor as assignee.
- (f) **Secured Obligations** means all present and future indebtedness, liabilities and obligations of any and every kind, nature and description

(whether direct or indirect, joint or several, absolute or contingent, matured or unmatured) of Debtor to Creditor under, in connection with or with respect to this Agreement and the Existing Agreement, and any unpaid balance thereof

(g) **Security Interests** means the security interests created by Debtor in favour of Creditor under this Agreement

(h) **Sublessee** means Gain Jet Ireland Limited, a company incorporated under the laws of Ireland with its registered office at First Floor, Wilton Park House, Wilton Place, Dublin 2, Ireland

2 **Grant of Security Interests** As general and continuing collateral security for the due payment and performance of the Secured Obligations relating to the Existing Agreement, which obligations are hereby restated herein as if set out in full, Debtor

(a) mortgages and charges to Creditor, and grants to Creditor a security interest in, all right, title and interest of Debtor in and to the Collateral associated with the Existing Agreement as set out in Schedule 1 to this Agreement,

(b) assigns and agrees to assign by way of security with full title guarantee the Assigned Property to and in favour of Creditor absolutely, and

(c) to the extent that any of the Assigned Property is not at any time effectively assigned pursuant to paragraph (b) above, Debtor (i) charges and agrees to charge to Creditor by way of first fixed charge with full title guarantee the Assigned Property (ii) grants a security interest in all of Debtor's right, title and interest, whether now or hereafter acquired, in, to and under the Assigned Property to Creditor and (iii) creates and agrees to create a general encumbrance in favour of Creditor over the Assigned Property to the fullest extent permitted by applicable law

3 **Attachment** Debtor confirms that value has been given by Creditor to Debtor, that Debtor has rights in the Collateral existing at the date of this Agreement and that Debtor and Creditor have not agreed to postpone the time for attachment of the Security Interests to any of the Collateral

4 **Cape Town Convention** Without limitation to any existing rights of Creditor pursuant to the Existing Agreement, the purpose of this Agreement is to ensure that the Security Interests in the Collateral and the Assigned Property are international interests or assignments of international interests respectively, each as defined in and subject to the Cape Town Convention and that Creditor shall be entitled to the benefits of "Alternative A" (as defined in the Cape Town Convention) and all other rights and remedies available to a "creditor" under the Cape Town Convention

5 **Registration** Debtor shall take all such steps as Creditor may request that are necessary or advisable to ensure that the international interests or assignments of international interests (as the case may be) created hereunder in respect of the Collateral are duly registered with the International Registry (as defined in the Cape Town Convention)

6 **Default** Any "default" or "event of default" howsoever described in the Existing Agreement and any breach by Debtor of this Agreement shall

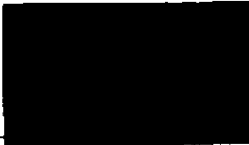
constitute a default under this Agreement. Following the occurrence of any such default, Creditor shall be entitled to exercise the rights and remedies set forth in clause 12.3 (*Rights of the Lessor on an Event of Default*) of the Existing Agreement and/or clause 11 (*Enforcement of Security*) of the General Assignment (as the case may be) as if such provisions were set out in full herein. The provisions of clause 8 (*Redelivery of the Aircraft*) of the Existing Agreement, Appendix G (*The Provisions as to, inter alia, Registration, Operation and Maintenance*) to the Existing Agreement and clause 7 (*Release and Reassignment*) of the General Assignment shall also apply to this Agreement as if such provisions were set out in full herein.

- 7 **IDERA** Debtor shall promptly procure that Sublessee executes and delivers an Irrevocable Deregistration and Export Request and Authorisation in favour of Creditor in the form required by the Irish Aviation Authority and shall file the IDERA with the Irish Aviation Authority. Debtor shall not take any action, or fail to take any action, which action or failure may cause such IDERA to cease to be in full force and effect or to be revoked, withdrawn or suspended at any time prior to the full and indefeasible repayment of the Secured Obligations.
- 8 **Additional Security.** This Agreement is in addition to, and not in substitution for, any and all other security previously delivered by Debtor or any other person to Creditor, all of which other security shall remain in full force and effect.
- 9 **Governing Law, Jurisdiction** This Agreement and any non-contractual rights and obligations arising from it shall be governed by and construed in accordance with the laws of England and Wales. The parties agree that the provisions of clause 16.14 (*Jurisdiction*) of the Existing Agreement shall apply to this Agreement as if such provisions were set out in full herein.
- 10 **Electronic Signature** Delivery of an executed signature page to this Agreement by Debtor by facsimile or other electronic form of transmission shall be as effective as delivery by Debtor of a manually executed copy of this Agreement by Debtor.

[signature page follows]

In witness whereof, the undersigned have caused this Agreement to be duly executed as of the date first written above

G650 Leasing Limited



By _____

Name PAUL AMANDINI

Title DIRECTOR

Credit Suisse AG

By _____

Name _____

Title _____

By _____

Name _____

Title _____

In witness whereof, the undersigned have caused this Agreement to be duly executed as of the date first written above

G650 Leasing Limited

By _____
Name _____
Title _____

Credit Suisse AG

By _____
Name _____
Title _____

By _____
Name _____
Title _____

Schedule 1 – Existing Agreement and Aircraft Objects

Existing Agreement	Aircraft Objects associated with the Existing Agreement		
	Manufacturer / Model	Generic Model	Manufacturer's Serial Number
Lease Agreement dated 15 November 2013 between Creditor as lessor and Debtor as lessee	Gulfstream G650 airframe	Gulfstream GVI	6092
	Rolls-Royce Deutschland Ltd & Co KG BR700-725A1-12 aircraft engine	Rolls Royce BR725	25297
	Rolls-Royce Deutschland Ltd & Co KG BR700-725A1-12 aircraft engine	Rolls Royce BR725	25296