



**Registration of a Charge**

Company name: **AWAS 7014 UK Limited**

Company number: **09864011**



X53D7Z22

Received for Electronic Filing: **23/03/2016**

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**Details of Charge**

Date of creation: **17/03/2016**

Charge code: **0986 4011 0001**

Persons entitled: **THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. (ACTING THROUGH ITS LONDON BRANCH)**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **HILARY LOUGHNANE**



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

Company number: 9864011

Charge code: 0986 4011 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th March 2016 and created by AWAS 7014 UK Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd March 2016 .

Given at Companies House, Cardiff on 24th March 2016

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 17 March, 2016

BETWEEN

AWAS 7014 UK LIMITED,  
AS ASSIGNOR

AND

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. (ACTING THROUGH ITS LONDON  
BRANCH)  
AS SECURITY TRUSTEE

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LEASE ASSIGNMENT

RELATING TO ONE AIRBUS MODEL A320-200  
MODEL AIRCRAFT WITH MANUFACTURER'S  
SERIAL NUMBER 7014

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**LEASE ASSIGNMENT** (this "**Assignment**") dated 17 March, 2016 between **AWAS 7014 UK LIMITED**, as assignor (the "**Assignor**") and **THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. (ACTING THROUGH ITS LONDON BRANCH)**, as security trustee (the "**Security Trustee**").

**WITNESSETH:**

**WHEREAS**, AWAS 7014 Trust, a Delaware statutory trust (the "**Borrower**"), the initial lenders named therein as Lenders (the "**Lenders**"), The Bank of Tokyo-Mitsubishi UFJ, Ltd. (acting through its London branch) as Agent and the Security Trustee are parties to a loan agreement dated 14 March 2016 (the "**Loan Agreement**") providing for the making of the Loan to the Borrower (the "**Loan**"); and

**WHEREAS**, the Lenders are unwilling to make the Loan unless the Assignor assigns and grants to the Security Trustee, for the benefit of the Lenders, a security interest in the Assigned Property (as defined below).

**NOW, THEREFORE**, for good and valuable consideration, receipt whereof has been duly received, the parties hereto agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Assignment (including the recitals), words and expressions defined in the Loan Agreement (including words and expressions defined therein by reference to another document or otherwise) shall have the same respective meanings when used in this Assignment; and:

"**Assigned Property**" means all of the right, title and interest, present and future, actual or contingent (whether contractual, proprietary or of any other kind), of the Assignor in and to (i) the Lease Agreement, together with all the other Lease Documents (other than in relation to Excluded Property) and all other rights and benefits whatsoever accruing to the Assignor under the Lease Documents including, without limitation, (a) the right to receive all amounts of rental and any other amounts due (other than in relation to the Excluded Property) under or in connection with the Lease Documents; (b) the right to compel performance by the Lessee of its obligations under the Lease Documents (other than in relation to the Excluded Property); (c) all claims for damages in respect of any breach by the Lessee of the Lease Documents (other than in relation to the Excluded Property); (d) all rights to receive payment of insurance proceeds payable with respect to the Aircraft or other property which is the subject of the Lease Agreement; (e) rights to receive any moneys or other compensation following requisition for use or hire of the Aircraft by a Governmental Entity; and (f) the right to give consents and grant waivers in respect of the Lease Documents (other than in relation to the Excluded Property); (ii) the Insurances; (iii) the Requisition Compensation, (iv) without limiting the generality of the foregoing, all monies and securities from time to time deposited or required to be deposited with the Security Trustee or the Assignor pursuant to any terms of this Assignment, the Loan Agreement or the Lease Agreement or required hereby or by the Loan Agreement or the Lease Agreement to be held by the lessor under the Lease Agreement or the Security Trustee as security for the obligations of the Lessee under

the Lease Agreement or of the Assignor under the Operative Documents, including, without limitation, any Security Deposit and any Maintenance Reserves, and (v) any and all proceeds (in whatever form they may be) of all of the foregoing.

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

**"Excluded Property"** means "Excluded Payments" as defined in the Loan Agreement.

**"Governmental Entity"** has the meaning given to such term in the Lease Agreement.

**"Insurances"** means (i) the proceeds of any and all contracts or policies of insurance and/or reinsurances and reinsurance (save to the extent the same constitutes Excluded Property) payable to the Assignor and required to be maintained by the Lessee pursuant to the Lease Agreement and/or the Assignor under the Head Lease in respect of, or in relation to, the Aircraft or any part thereof, and (ii) all the benefits of, and all claims under, and the right to make all claims under, all such policies and contracts of insurance and/or reinsurance (save to the extent the same constitutes Excluded Property).

**"Lease Agreement"** means the lease agreement described in Schedule 1 hereto, as amended, novated or restated from time to time, and any other lease agreement entered into between the Assignor and a Replacement Lessee.

**"Lease Documents"** means the Lease Agreement, together with all related agreements (including, without limitation, any supplements or amendments) entered into in connection with, or relating to, the lease of the Aircraft, the Assignment of Insurances and any Warranties Agreements, and any other contracts, agreements and instruments relating to the Airframe and Engines (including, without limitation, all warranties and service agreements).

**"Lessee"** has the meaning given to such term in the Loan Agreement.

**"Lien"** means "Security Interest" as defined in the Loan Agreement.

**"Reinsurances"** means (i) the proceeds of any and all contracts or policies of insurance and/or reinsurances and reinsurance (save to the extent the same constitutes Excluded Property) payable to the Assignor and required to be maintained by the Lessee pursuant to the Lease Agreement and/or the Assignor under the Head Lease in respect of, or in relation to, the Aircraft or any part thereof, and (ii) all the benefits of, and all claims under, and the right to make all claims under, all such policies and contracts of insurance and/or reinsurance (save to the extent the same constitutes Excluded Property).

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

## 1.2 Headings

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

## 1.3 Interpretation

In this Assignment, unless the context otherwise requires:

- 1.3.1 references to the "**Assignor**", the "**Security Trustee**" or any other person shall be construed so as to include its and any subsequent successors and permitted assigns and transferees in accordance with their respective interests;
- 1.3.2 references to this Assignment or any other agreement or document shall be construed as a reference to this Assignment or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated or supplemented;
- 1.3.3 references to any "**applicable law**" includes, without limitation, (a) applicable laws, statutes, decrees, decree laws, acts, codes, legislation, treaties, conventions and similar instruments and, in respect of any of the foregoing, any instrument passed in substitution therefor
- 1.3.4 or for the purposes of consolidation thereof with any other instrument or instruments, in each case, as amended, modified, varied or supplemented from time to time, (b) applicable final judgments, orders, determinations or awards of any court from which there is no right of appeal or if there is a right of appeal such appeal is not prosecuted within the allowable time, and (c) applicable orders, guidelines, notices, guidance, rules and regulations of any state or government or any government entity;
- 1.3.5 references to a "**Clause**" or a "**Schedule**" shall, subject to any contrary indication, be construed as a reference to a clause of, or schedule to, this Assignment;
- 1.3.6 references to "**continuing**" in relation to an Event of Default shall be construed as a reference to an Event of Default which has not been waived or remedied (in accordance with the terms hereof or of the relevant Operative Document) or otherwise ceased to exist;
- 1.3.7 references to a "**law**" shall be construed as any law (including common or customary law), statute, constitution, decree, judgment, treaty, regulation, directive, by law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court;
- 1.3.8 references to a "**person**" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- 1.3.9 references to a "**successor**" shall be construed so as to include a successor in title of such party and any person who under the laws of its jurisdiction of

incorporation or domicile has assumed the rights and obligations of such party under this Assignment or to which, under such laws or by agreement or otherwise, such rights and obligations have been transferred; and

1.3.10 references to the "**winding up**", "**dissolution**", "**administration**" or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors.

## 2. COVENANT TO PAY AND ASSIGNMENT

### 2.1 Covenant to Pay

The Assignor covenants with the Security Trustee (as security trustee for the Secured Parties) to pay, discharge and satisfy the Secured Obligations in full in accordance with their respective terms and to indemnify each of the Secured Parties against any losses arising from any breach or failure to pay, discharge and satisfy any of the Secured Obligations in accordance with their respective terms. The obligations set out in this Clause 2.1 shall be limited in recourse to any proceeds of security created by this Assignment.

### 2.2 Assignment

As continuing security to secure prompt payment and discharge of the Secured Obligations (collectively, the "**Obligations**"), the Assignor hereby assigns and agrees to assign absolutely by way of first-priority security, with full title guarantee, to the Security Trustee (for the benefit of the Secured Parties) the Assigned Property.

### 2.3 Charge

Notwithstanding and in addition to the assignment in Clause 2.2 (*Assignment*), as continuing security for the payment and discharge by the Assignor to the Secured Parties of the Obligations, the Assignor hereby charges with full title guarantee and by way of first fixed charge, in favour of the Security Trustee (for the benefit of the Secured Parties) the Assigned Property.

### 2.4 Discharge

2.4.1 Subject to Clause 2.4.2 below, upon the full, final and indefeasible payment and discharge in full of the Secured Obligations, the Security Trustee shall, upon written request and at the cost of the Assignor, release and cancel the security constituted by this Assignment, and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

2.4.2 If a Default or an Event of Default under Clause 6.1(h), 6.1(i) or 6.1(j) of the Loan Agreement has occurred and is continuing, notwithstanding Clause 2.4.1 above, the Security Trustee shall not be obliged to release and cancel the security constituted by this Assignment unless and until such Default or Event of Default has been cured or waived.



- 2.4.3 Notwithstanding Clause 2.4.1 above, if the Security Trustee considers that any amount paid or credited to any Secured Party is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws or any reason whatsoever, the liability of the Assignor under this Assignment and the other Operative Documents and the security constituted by this Assignment will continue and such amount will not be considered to have been irrevocably discharged.

### 3. REPRESENTATIONS AND WARRANTIES

The Assignor hereby represents and warrants to the Security Trustee (for the benefit of the Secured Parties), that:

- (a) **No Default.** No event has occurred which constitutes, or with the giving of notice and/or the passage of time and/or a relevant determination would constitute a contravention of, or default under, any agreement or instrument by which the Assignor or any of its respective assets is bound or affected. No Default, Event of Default or Lease Event of Default has occurred or will occur solely as a result of the consummation of the transactions contemplated hereby.
- (b) **Litigation.** No litigation, arbitration or administrative proceeding or claim is presently in progress or pending against or, to the best of the Assignor's knowledge, threatened against (or involving) **the Assignor**, or affecting the Assignor or its **respective** properties.
- (c) **State of Incorporation; Location.** The Lessor is a company duly incorporated and validly existing under the laws of England. The Lessor's "location" (as such term is used in Section 9-307 of the Uniform Commercial Code) is England or the District of Columbia and the Lessor agrees to give the Agent at least 30 days' prior written notice of any change of its "location" (as such term is used in Section 9-307 of the Uniform Commercial Code).
- (d) **Compliance with Law.** The Assignor has the power and authority, and the legal right, to conduct the business in which it is currently engaged, is in compliance with its organizational documents and is in compliance in all material respects with all Requirements of Law applicable to it. Except for the filings and approvals referred to in Clauses 3.1 and 3.2 of the Loan Agreement, none of the execution, delivery or performance by the Assignor of this Agreement or any other Operative Document to which it is a party, nor the consummation by the Assignor of any of the transactions contemplated hereby and thereby, requires the consent or approval of, the giving of notice to, the registration, recording or filing of any documents with, or the taking of any other action in respect of, any Governmental Authority.
- (e) **Powers and Authorizations.** The Assignor has the power and authority to make, deliver and perform the transactions contemplated in the Operative Documents to which it is a party. This Agreement and each other Operative Document to which the Assignor is a party has been duly authorized, executed and delivered on behalf of the Assignor and constitutes the legal, valid and binding obligations of the Assignor, enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable

bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). The Security Interests in the Collateral created pursuant to the Security Documents to which it is a party have been validly created.

- (f) **No Legal Bar.** The execution, delivery and performance of this Agreement, the other Operative Documents to which the Assignor is a party and the performance of its obligations hereunder and thereunder will not violate any Requirement of Law, its organizational or governing documents or any Contractual Obligation of the Assignor and will not result in, or require, the creation or imposition of any Security Interest other than the Security Interests contemplated by the Security Documents on any of its properties or revenues pursuant to any such organizational or governing documents or such Contractual Obligation.
- (g) **Special Purpose.** The Assignor will not engage in any business other than the negotiation, entry into and performance of the transactions contemplated by the Operative Documents, the Lease Documents and the Head Lease and matters reasonably incidental thereto nor will it employ any employees, and since its formation, has not entered into any transaction or conducted any business except as required or contemplated by the Operative Documents, the Lease Documents and the Head Lease, or matters reasonably incidental thereto or to its corporate administration or management.
- (h) **Applicable Sanctions.** The Assignor is not, nor to the best of the Assignor's knowledge, any director, officer, agent or employee of the Assignor (i) is currently a Restricted Party, (ii) is violating any Sanctions, nor has been or is subject to any claim, proceeding, formal notice or investigation with respect to Sanctions nor (iii) has failed to comply with any applicable Anti-Corruption Laws or Anti-Terrorism Laws.
- (i) **Ownership.** The entire issued share capital of the Assignor is held by AATL, subject to the Security Documents and no one other than AATL, and the board of directors of the Assignor has the power to direct the management and policies of the Assignor.
- (j) **Cape Town Convention, Etc.** The Assignor is a transacting user entity or is otherwise duly qualified to consent to the registration of all international interests or other registrations to be made by or on behalf of the Security Trustee on the International Registry; is "situated", for the purposes of the Cape Town Convention, in the United Kingdom and has the power to "dispose" (as such term is used in the Cape Town Convention) of the Airframe and related Engines.
- (k) **No Misleading Information.** To the Assignor's actual knowledge, all written information supplied by it to any of the Secured Parties pursuant to a request of such party in connection with the transactions contemplated by the Operative Documents was true, complete and accurate in all material respect as at the date it was given and was not misleading in any material respect

(unless subsequently updated and/or corrected prior to the date upon which this representation is made or repeated).

- (l) Assigned Property. The Assignor is the sole lawful owner of all rights, title and interest in and to the Assigned Property and neither the Assigned Property nor any part thereof is subject to any assignment, pledge or other Security Interest in favour of any other person other than the Security Trustee.

#### 4. **ASSIGNOR'S COVENANTS**

The Assignor hereby covenants in favour of the Security Trustee (for the benefit of the Secured Parties) that:

- 4.1.1 promptly upon a Responsible Officer of the Assignor becoming aware of the same, notice of the occurrence of any Head Lease Event of Default, Lease Event of Default or Total Loss and promptly after receipt thereof by a Responsible Officer of the Assignor copies of all material notices and other material communications received in connection with the Lease and all payments thereunder;
- 4.1.2 it will, on reasonable request of the Security Trustee, provide information on the current balances of the Maintenance Reserves and Security Deposit for the Aircraft;
- 4.1.3 it will take such action as may be reasonably necessary or advisable to preserve or protect the interest of the Security Trustee and the other Secured Parties in the Assigned Property;
- 4.1.4 it will not exercise any right of set off, counterclaim or defence against the Security Trustee or any other Secured Party with respect to the Assigned Property;
- 4.1.5 it will promptly comply with its obligations under the Lease Documents will not enforce or amend, replace or waive any term of, or otherwise modify, the Lease in a manner other than in a manner consistent with Leasing Company Practice, the Minimum Leasing Requirements and Schedule VI of the Loan Agreement;
- 4.1.6 it shall not without the prior written consent of the Security Trustee (not to be unreasonably withheld or delayed) amend, vary, modify or supplement or agree to any amendment, variation, modification or supplement of, or (subject to Clause 1.1(d) of Schedule VI of the Loan Agreement) grant any consent, approval or discharge in connection with or under, the Lease Agreement which would:
  - (i) adversely affect the rights or interests of the Security Trustee or any of the Secured Parties under the Operative Documents;
  - (ii) amend the Lease Agreement to cause the initial Lessee's obligations to be materially less onerous than as at the Advance Date if the same would materially discriminate against the Aircraft compared to other Airbus A320-200 aircraft on lease

by AACL and its subsidiaries to the initial Lessee (having regard to the relevant circumstances including the operational and maintenance circumstances relating to each such aircraft and the age of each such aircraft but without having regard to any requirements of other financiers of AACL and its subsidiaries); or

- (iii) (without prejudice to the foregoing) amend or vary any provision of the Lease (or grant a consent required pursuant to any such provision) relating to: (1) the rent payable; (2) (in the case of the initial Lease only) any reduction to the lease period to a date prior to the Final Maturity Date; (3) the transfer of title to Engines or financial compensation payable in respect of Engines; and/or (4) insurances (other than de minimis administrative changes which do not affect the scope, coverage, amounts of cover, loss payment provisions and/or identities of insurers, reinsurers or brokers);

- 4.1.7 it shall (and shall cause each other Borrower Person to) at all times comply with its obligations under Schedule VI.
- 4.1.8 it will not sell, convey, transfer, assign or otherwise dispose of all or any part of the Assigned Property or any interest therein or agree or attempt or purport to do so other than in favour of the Security Trustee pursuant to this Assignment;
- 4.1.9 it will not create, incur, assume or suffer to exist (or to allow or permit the Lessee to create, incur, assume or suffer to exist) any Security Interest on the Aircraft or any of the other Collateral (other than the Lessor Liens constituted by the Security Documents and the Lease or Permitted Liens) and shall promptly take any and all necessary actions consistent with Leasing Company Practice, at its own expense, to remove and release any such Security Interest and shall promptly reimburse and indemnify the Collateral, and each other party to any of the Operative Documents, for any loss incurred as a result of any such Security Interest;
- 4.1.10 following the occurrence of an Event of Default and while the same is continuing, it will not exercise any rights or powers conferred on it in respect of the Assigned Property unless and until requested to do so by the Security Trustee;
- 4.1.11 it shall comply with all Requirements of Law applicable to it;
- 4.1.12 it will promptly submit to the Agent such information and documents as the Agent may reasonably request in order to comply with its obligations to prevent money laundering and to conduct ongoing monitoring of the business relationship with the Assignor. The Assignor will promptly notify the Agent of any changes, of which it has actual or constructive knowledge, relating to any of the foregoing;

- 4.1.13 it shall at all times: (a) preserve and maintain in full force and effect its existence and its qualification to do business in each jurisdiction in which the conduct of its business requires such qualification; (b) obtain and maintain, or procure that there is obtained and maintained, in full force and effect all consents, approvals, licenses and franchises applicable to it that are required at any time in connection with the registration and ownership of the Aircraft and its other properties and businesses; and (c) keep adequate records and books of account;
- 4.1.14 it will not:
- (a) have any employees;
  - (b) except as expressly permitted by the Operative Documents and the "Operative Agreements" (as defined in the Lease Agreement), incur any Financial Indebtedness or other obligation or liability;
  - (c) engage in any business or activity other than as contemplated by the Operative Documents;
  - (d) except as required to perform its obligations under the Operative Documents, the Head Lease or the Lease Documents (as applicable), make or agree to make any capital expenditure;
  - (e) create or own any subsidiary; or
  - (f) except as required to perform its obligations under the Operative Documents, the Head Lease or the Lease Documents (as applicable), make any investments;
- 4.1.15 it agrees to comply with its organizational documents and not to amend, modify or supplement (or cause to be amended, modified or supplemented) any provision of, terminate or otherwise change any provision of its organizational documents in any manner which would adversely affect the Lenders unless it shall have obtained the prior written consent of the Agent;
- 4.1.16 it agrees that it shall not take any action or cause any action to be taken that shall submit the Assignor to any proceeding under any applicable law involving bankruptcy, insolvency, reorganization or other laws affecting the rights of creditors generally;
- (a) it shall ensure that all of its payment obligations under the Operative Documents to which it is a party rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except (a) for obligations mandatorily preferred by law applying to companies or trusts, as the case may be, generally or (b) as specifically provided in the Operative Documents; and
- 4.1.17 it shall ensure that the Aircraft is insured in accordance with the terms of the Lease Agreement, except that for purposes of this sentence the term "Agreed Value" when used herein or therein shall mean an amount equal to one hundred and ten per cent. (110%) of the then outstanding principal amount of

the Loan (it being understood that the Borrower or the Assignor shall be entitled to obtain insurance in addition to the insurance currently maintained by the Lessee in order to comply with the requirements of Clause 5.1(n) of the Loan Agreement) and this clause 4.1.17.

- 4.2 The Assignor covenants and agrees that on execution of this Assignment it will execute and forthwith deliver:
- 4.2.1 a notice of assignment to the Lessee in relation to this Assignment in the form the lessee consent dated on or about the date hereof between, *inter alios*, the Assignor, the Lessee and the Security Trustee; and
  - 4.2.2 a notice of assignment to the insurers of the Aircraft in relation to this Assignment in the form of Schedule 1 to the Assignment of Insurances.
- 4.3 The Assignor shall use its reasonable efforts to procure that the Lessee shall, on or prior to the Delivery Date and from time to time upon the written request of the Assignee, give written notice to the insurers and/or the reinsurers (as the case may be) with whom the Insurances and Reinsurances are from time to time effected of the assignment specified in this Assignment, such notice to be in the form of Schedule 1 to the Assignment of Insurances (or in respect of any Replacement Lessee, such other form as the Security Trustee may reasonably require).
- 4.4 The Assignor further covenants and agrees that, in the event that there is any Compulsory Acquisition or requisition for hire of the Aircraft, it will promptly give notice of the assignment of its rights, title and interest to the Requisition Compensation in this Assignment to the relevant Governmental Entity and the Assignor shall use its reasonable endeavours to procure that the relevant Governmental Entity delivers to the Security Trustee a countersigned copy of such notice, acknowledging receipt and confirming that it has not previously received any notice of any other assignment by the Assignor in respect of its interests in the Requisition Compensation.
- 4.5 The Assignor further covenants and agrees to procure that promptly following the execution of this Assignment and, in any event, on or prior to the Delivery Date the Lessee executes and delivers to the Assignee the acknowledgement to the notice of assignment to Lessee in relation to this Assignment in the form of Schedule 1.
- 4.6 The Assignor further covenants and agrees that, in the event that a Replacement Lease is entered into by the Assignor (as lessor) and a Lessee (as such term is defined in the Loan Agreement) in respect of the Aircraft, the Assignor shall promptly following execution of such lease and, in any event, prior to the delivery date thereunder, (i) execute and deliver a notice of assignment to the lessee under such lease in relation to this Assignment substantially in the form of Schedule 1, (ii) procure that the lessee under such lease executes and delivers to the Assignee an acknowledgement to the notice of assignment in relation to this Assignment substantially in the form of Schedule 1, and (iii) execute and deliver a notice of assignment to the relevant insurers in relation to this Assignment substantially in the form of Schedule 1 to the Assignment of Insurances.

- 4.7 The Assignor further covenants and agrees that, in the event that the identity of the insurers through whom the Insurances are placed changes, the Assignor shall promptly following such change execute and deliver a notice of assignment to the new insurers in relation to this Assignment substantially in the form of Schedule 1 to the Assignment of Insurances.
- 4.8 The Assignor further covenants and agrees that the Assignor shall execute and serve such further notices and procure such further acknowledgements in connection with this Assignment as may be requested by the Security Trustee (acting reasonably).

**5. APPLICATION OF MONEYS**

All moneys in respect of the Assigned Property received by the Security Trustee by reason of this Assignment shall be applied in accordance with Clause 2.6 (*Prepayment Distribution*) or 2.7 (*Payments After an Event of Default*), as the case may be, of the Loan Agreement.

**6. ASSIGNOR'S CONTINUING OBLIGATIONS**

Notwithstanding anything herein contained:

- 6.1 the Assignor shall remain fully liable under the Lease Documents to perform all the obligations assumed by it thereunder, notwithstanding that the assignment under Clause 2.1 (*Assignment*) has been made, and nothing herein contained and no exercise by the Security Trustee, the Agent or the Lenders or any of them of any rights under this Assignment or any other Operative Document shall constitute or be deemed to constitute an assumption or acceptance by the Security Trustee, the Agent or the Lenders or any of them of any such obligations;
- 6.2 none of the Security Trustee, the Agent or the Lenders shall be under any obligation or liability under the Lease Documents by reason of this Assignment or anything arising out of, or in connection with, it; and
- 6.3 the Security Trustee shall not be under any obligation of any kind:
- 6.3.1 to assume or to perform or fulfil any obligation of the Assignor in, under or pursuant to the Lease Documents, including the Assigned Property, or be under any liability whatsoever as a result of any failure of the Assignor to perform any of its obligations in connection therewith;
  - 6.3.2 to make any payment under the Lease Documents, including the Assigned Property;
  - 6.3.3 to enforce against any of the parties thereto any term or condition of the Lease Documents, including the Assigned Property, or to enforce any rights and benefits hereby assigned or to which the Security Trustee may at any time be entitled; and/or
  - 6.3.4 to make any enquiries as to the nature or sufficiency of any payment received by the Security Trustee hereunder or to make any claim or to take any action to collect any moneys hereby assigned.

## **7. EXERCISE OF REMEDIES.**

### **7.1 Exercise of Rights by the Security Trustee.**

7.1.1 The Security Trustee shall, upon the occurrence of an Event of Default which has occurred and is continuing, immediately be entitled, without further notice, to:

- (a) exercise and enforce any and all rights of the Assignor, or otherwise foreclose the Lien created hereby, in respect of the Assigned Property, including, without limitation, any and all rights of the Assignor to demand or otherwise require payment of any amount under, or performance of, any provision of the Lease Documents with respect to the Assigned Property;
- (b) perform under the Lease Documents as if named as a party thereto and for those purposes do all such things and execute all such documents as the Assignor may have done; and/or
- (c) collect, receive or compromise and give a good discharge for any and all moneys and claims for moneys due and to become due for the time being comprised in the Assigned Property, and otherwise put into force and effect all rights, powers and remedies available to it, at law or otherwise, as chargee and/or assignee of the Assigned Property and set off any moneys comprised in the Assigned Property against any of the Obligations.

7.1.2 The Assignor hereby expressly waives any right to presentment, demand, protest and notice of any kind in respect of any exercise by the Security Trustee of its rights under this Assignment.

### **7.2 Power of Sale**

Subject to an Event of Default having occurred and being continuing and subject to such obligations and duties as it may have from time to time by law as a mortgagee in possession, the Security Trustee may exercise its power of sale hereunder in such a way as it in its absolute discretion may determine and shall not in any circumstances be answerable for any loss occasioned by any such sale or resulting from any postponement thereof.

### **7.3 No Liability for Security Trustee**

Subject to an Event of Default having occurred and being continuing and subject to such obligations and duties as it may have from time to time by law as a mortgagee in possession, the Security Trustee shall not in any circumstances either by reason of any entry into any agreement for taking possession of or by reason of any taking possession of the Assigned Property or any part thereof for any reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever be liable as chargee and/or assignee in respect of the Assigned Property to account or be liable for any loss upon the realisation thereof or for any neglect or default of any nature whatsoever in connection therewith for which any assignee may be liable as such.



#### 7.4 No Enquiry on Sale

Subject to an Event of Default having occurred and being continuing, upon any sale by the Security Trustee of the Security Trustee's, or any part of the Security Trustee's, right, title and interest in and to the Assigned Property, the purchaser shall not be bound to see or enquire whether the power of sale of the Security Trustee has arisen, the sale shall be deemed for all purposes hereof to be within the power of the Security Trustee and the receipt of the Security Trustee for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor.

#### 7.5 Sums Received by Assignor after an Event of Default

Any sums received by the Assignor in respect of the Assigned Property after the occurrence of an Event of Default and so long as the same is continuing shall be paid to the Security Trustee and any such sum and any sum received directly by the Security Trustee shall be paid and applied by the Security Trustee in or towards discharge of the Obligations then due and payable in accordance with the applicable provisions of the Loan Agreement.

#### 7.6 Receiver

In addition to the powers conferred above, at any time after the occurrence of an Event of Default and so long as the same is continuing, the Security Trustee may:

- 7.6.1 appoint in writing a receiver or receivers and manager (a "Receiver") of all or any part of the Assigned Property and remove any Receiver so appointed and appoint another in his stead, and may from time to time fix the remuneration of any such Receiver and section 109(6) of the Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm; and
- 7.6.2 by instrument in writing, delegate to any such Receiver all or any of the rights, powers and discretions vested in it by this Assignment and by law provided that the Security Trustee shall not be responsible for misconduct or negligence on the part of such Receiver. In particular (but without limitation), a Receiver shall have the powers conferred from time to time on receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act).

### 8. EXERCISE OF RIGHTS

Subject always to the terms of this Assignment, the Assignor shall be entitled to exercise all rights and powers which arise under or in respect of the Assigned Property until such time as an Event of Default has occurred and is continuing, whereupon the Security Trustee may exercise its rights and powers pursuant to Clause 7.

## 9. CONTINUING SECURITY AND OTHER PROVISIONS

### 9.1 Continuing Security

It is declared and agreed that as and with effect from the date hereof:

9.1.1 the security created by this Assignment shall:

- (a) be held by the Security Trustee as continuing security for the payment, performance and discharge of the Obligations and accordingly the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the Obligations;
- (b) be in addition to and shall not in any way prejudice or affect the security created by any deposit of documents, or any guarantee, lien, bill, note, mortgage or other Lien now or hereafter held by the Security Trustee, the Agent or the Lenders or any right or remedy of the Security Trustee, the Agent or the Lenders thereunder, and shall not be in any way prejudiced or affected thereby, or by the invalidity or unenforceability thereof, or by any Secured Party releasing, modifying or refraining from perfecting or enforcing any of the same or granting time or indulgence or compounding with any person liable;
- (c) not be discharged, impaired, prejudiced or otherwise affected by any amendment, modification, variation, supplement, novation, restatement or replacement of all or any part of the Obligations or any Operative Document;
- (d) not be discharged, impaired, prejudiced or otherwise affected by any other act, fact, matter, event, circumstance, omission or thing (including, without limitation the invalidity, unenforceability or illegality of any of the Obligations or the bankruptcy, liquidation, winding up, insolvency, dissolution, administration, reorganisation or amalgamation of, or other analogous event of or with respect to the Assignor or any other person but excluding the full and final payment, performance and discharge of the Obligations) which, but for this provision, might operate to discharge, impair, prejudice or otherwise affect the rights of any Secured Party under this Assignment or any other Operative Document or which, but for this provision, might constitute a legal or equitable discharge of the security hereby created;
- (e) not be discharged, impaired, prejudiced or otherwise affected by any failure by the Security Trustee to take or enforce any other security or guarantee taken or agreed to be taken for all or any of the Obligations or under or pursuant to this Assignment or any other Operative Document or otherwise;
- (f) not be discharged, impaired, prejudiced or otherwise affected by any time or other indulgence given or agreed to be given by the Security Trustee or any Secured Party to the Assignor or any other person in respect of the Obligations or in respect of the Assignor's or such other

person's obligations under any security or guarantee relating thereto nor by any release or exchange of any security or guarantee now or hereafter held by the Security Trustee or any Secured Party for all or any part of the Obligations; and

- 9.1.2 all the rights and powers vested in the Security Trustee by this Assignment may be exercised from time to time and as often as the Security Trustee may deem expedient.

Without prejudice to the generality of the foregoing, the Security Trustee need not before the Security Trustee exercises any of the rights, powers or remedies conferred upon it by this Assignment or by law (i) take action or obtain judgment against the Assignor or any other person in any court or otherwise, (ii) make or file a claim or proof in a winding up, liquidation, bankruptcy, insolvency, dissolution, reorganisation and amalgamation of, or other analogous event of or with respect to, the Assignor or any other person or (iii) enforce or seek to enforce the payment or performance of, or the recovery of, any of the moneys, obligations and liabilities hereby secured or any other security or guarantee for all or any of the Obligations. The invalidity or unenforceability of any remedy provided herein in any jurisdiction shall not invalidate such remedy or render it unenforceable in any other jurisdiction. The invalidity or unenforceability of any of the remedies provided herein in any jurisdiction shall not in any way affect the right to enforcement in such jurisdiction or elsewhere of any of the other remedies provided herein or in any of the other Operative Documents.

The Security Trustee shall have all the powers conferred on mortgagees by Section 101 of the Law of Property Act 1925. Sections 93 and 103 of the Law of Property Act 1925 shall not apply to this Assignment.

## 9.2 No Waiver

No failure or delay on the part of the Security Trustee to exercise any right, power or remedy under this Assignment, the Operative Documents or any of them shall operate as a waiver thereof, nor shall any single or partial exercise by the Security Trustee of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy, nor shall the giving by the Security Trustee of any consent to any act which by the terms of this Assignment requires such consent prejudice the right of the Security Trustee to withhold or give consent to the doing of any other similar act. The remedies provided in this Assignment and the Operative Documents are cumulative and are not exclusive of any remedies provided by applicable law.

## 9.3 Security Trustee Appointed Attorney-in-Fact

The Assignor hereby appoints the Security Trustee and any Receiver as the Assignor's attorney-in-fact (said power of attorney being coupled with an interest), with full authority in the place and stead of the Assignor and in the name of the Assignor or otherwise with full power of substitution, from time to time in the Security Trustee's discretion, if an Event of Default has occurred and is continuing, to take any action and to execute any instrument that the Security Trustee may deem necessary or desirable to accomplish the purposes of this Assignment, to exercise or enforce any right or remedy available to the Security Trustee hereunder or under any applicable

law, including, without limitation, the right to receive, endorse and collect all instruments made payable to the Assignor under the Lease Documents, and to give full discharge for the same. Upon the request of the Security Trustee, the Assignor will provide documentation evidencing such power of attorney and such further powers of attorney on the same terms set forth above. The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971 and the Assignor ratifies and confirms and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Security Trustee or a Receiver may execute or do pursuant thereto.

#### 9.4 Protection of Third Parties

No purchaser or other person dealing with the Security Trustee or any Receiver appointed by it or with its or his attorneys or agents shall be concerned to enquire (a) whether any power exercised by it or him has become exercisable, (b) whether any money remains due on the security hereby created, (c) as to the propriety or regularity of any of his, its or their actions, or (d) as to the application of any money paid to him, it or them. In the absence of bad faith on the part of such purchaser or other person, such dealings shall be deemed so far as regards the safety and protection of such purchaser or other person to be within the powers hereby conferred and to be valid accordingly. The remedy of the Assignor in respect of any impropriety or irregularity whatever in the exercise of such powers shall be in damages only.

#### 9.5 Delegation

The Security Trustee shall be entitled to delegate all or any of the powers and discretions vested in it by this Assignment in such manner, upon such terms, and to such persons as the Security Trustee in its discretion may think fit.

#### 9.6 Settlement Conditional

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

#### 9.7 Further Assurance

The Assignor agrees that at any time and from time to time at its cost and expense, the Assignor will promptly execute and deliver all further instruments and documents and take all further action requested by the Security Trustee that may be necessary or desirable in order to perfect and protect any security interest granted hereby or to enable the Security Trustee to exercise or enforce its rights and remedies hereunder with respect to the Assigned Property.

## **10. MISCELLANEOUS**

### **10.1 Partial Invalidity**

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

### **10.2 Performance by Security Trustee**

If the Assignor fails to comply with any provision of this Assignment, the Security Trustee may (without being in any way obliged to do so, or responsible for so doing, and without prejudice to its ability to treat such failure as an Event of Default) effect compliance on the Assignor's behalf, in which case the Assignor shall indemnify the Security Trustee in full on demand for any sums expended by the Security Trustee together with all reasonable costs and expenses (including legal costs) in connection therewith together with interest thereon (without deduction, both after and before judgment) at the rate provided in the Loan Agreement of the Security Trustee's expenditure until payment.

### **10.3 Limitation of Security Trustee's Liability**

Without prejudice to the Security Trustee's duties at law, the Security Trustee shall not be liable for any losses arising in connection with the exercise of any of its rights, powers and discretions in good faith hereunder and, in particular (without limitation) the Security Trustee and any receiver in possession shall not be liable to account as Security Trustee in possession or for anything except actual receipts.

## **11. SUCCESSORS IN TITLE**

This Assignment and the security hereby created shall bind and inure for the benefit of each of the parties hereto and its successors and assigns and shall (i) remain in full force and effect until the payment in full and performance of the Obligations, (ii) be binding upon the Assignor and its successors and assigns, and (iii) inure to the benefit of the Security Trustee and its successors and transferees and assigns. The security interest granted hereby shall terminate when all Obligations have been unconditionally and irrevocably paid and performed in full, at which time the Security Trustee shall upon request and at the expense of the Assignor, execute and deliver to the Assignor such documents as the Assignor shall furnish to the Security Trustee and reasonably request to evidence such termination, all without recourse upon or warranty by the Security Trustee and at the cost and expense of the Assignor.

## **12. NOTICES**

Save as otherwise expressly provided in this Assignment, every notice, request, demand or other communication under this Assignment shall be made in accordance with Clause 7.2 (*Notices*) of the Loan Agreement, as if the provisions of such Clause 7.2 were set out in full herein, *mutatis mutandis*.

**13. NO IMPLIED WAIVERS; REMEDIES NOT EXCLUSIVE**

No failure by the Security Trustee to exercise, and no delay in exercising and no course of dealing with respect to, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise by the Security Trustee of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies specified herein and in each other Operative Document are cumulative and are not exclusive of any other rights or remedies provided by law.

**14. GOVERNING LAW AND JURISDICTION**

**14.1 English Law**

This Assignment and any non-contractual rights and obligations arising out of or in connection with this Assignment shall in all respects be governed by, and construed in accordance with, the laws of England.

**14.2 Jurisdiction**

The parties irrevocably agree that the courts of England shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Assignment and, for such purposes, irrevocably submit to the non-exclusive jurisdiction of such courts.

**14.3 Appropriate Forum**

Each party irrevocably waives any objection which it might now or hereafter have to the courts referred to in Clause 14.2 (*Jurisdiction*) being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Assignment and agrees not to claim that any such court is not a convenient or appropriate forum.

**14.4 Service of Process – Assignor**

The Assignor agrees that the process by which any suit, action or proceeding is begun in England may be served on it by being delivered to its office at 5th Floor, 6 St. Andrew Street, London, EC4A 3AE, United Kingdom. Nothing contained herein shall affect the right to serve process in any other manner permitted by law.

**14.5 Non exclusive Submissions**

The submissions to the jurisdiction of the courts referred to in Clause 14.2 (*Jurisdiction*) shall not (and shall not be construed so as to) limit the right of the Security Trustee to take proceedings in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

**14.6 The Security Trustee**

It is expressly understood and agreed by the parties hereto that this Assignment is executed and delivered by The Bank of Tokyo-Mitsubishi UFJ, Ltd. (acting through its London branch) not individually or personally but solely in its capacity as the Security Trustee, in the exercise of the powers and authority conferred and vested in it, and that all of the rights, powers, protections, limitations of liability and indemnities granted to the Security Trustee in the Loan Agreement shall apply to any actions taken by the Security Trustee under this Assignment. Except as set forth in the Loan Agreement, The Bank of Tokyo-Mitsubishi UFJ, Ltd. (acting through its London branch) shall incur no individual liability for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Security Trustee under this Assignment.

**15. COUNTERPARTS**

This Assignment may be executed in any number of counterparts by different parties on separate counterparts and a set of counterparts containing the signatures of all parties together shall be deemed to constitute one and the same instrument.

**16. LIMITATION ON RECOURSE**

16.1 The Security Trustee agrees that, notwithstanding any other provision of this Assignment, the Security Trustee shall not have recourse to any assets of the Assignor (other than the Assigned Property) in respect of the Secured Obligations or any of the Assignor's rights and powers, or any of the obligations or liabilities of the Assignor, under this Assignment and the Security Trustee hereby acknowledges and agrees that it will have no further claim against, or recourse to any assets of the Assignor (other than the Assigned Property) in respect of the Secured Obligations or such rights, powers, obligations or liabilities and no debt shall be owed to the Security Trustee by the Assignor for any further sum and the Security Trustee and anyone acting on its behalf shall not be entitled to take any steps against the Assignor to recover any further sum and following application of the proceeds of the Assigned Property all such claims in respect of such rights or powers of the Security Trustee or such obligations or liabilities of the Assignor will be extinguished and thereafter shall not revive.

16.2 The Security Trustee acknowledges and agrees that the Assignor's obligations are corporate obligations of the Assignor and that the Security Trustee shall not have any recourse against any the directors, officers or employees of the Assignor for any claims, losses, damages, liabilities, indemnities or other obligations whatsoever in connection with any transactions contemplated by this Assignment other than in respect of dishonesty, gross negligence or wilful misconduct.

16.3 Notwithstanding the provisions of clause 16.1 the Assignor acknowledges, undertakes and agrees with the Security Trustee that:

(a) each of the obligations of the Assignor under this Assignment:

(i) is a continuing obligation;

- (ii) shall not be extinguished by reason of any inability of any party to enforce such obligations as a result of the limitation on recourse contained herein or by performance in part of any such obligations;
  - (iii) is due to be performed on the date on which it is expressed by the terms of this Assignment or such other Operative Document to become due to be performed; and
  - (iv) is a "**Secured Obligation**" for the purposes of the Security Documents and that the failure by the Assignor to pay, perform or discharge any such Secured Obligations shall entitle the Security Trustee to exercise its rights under the Security Documents in accordance with, and subject to, the terms thereof;
- (b) interest shall accrue on any unpaid sum in accordance with the provisions of the Operative Documents (although the provisions of this clause 16 shall apply to such accrued interest).



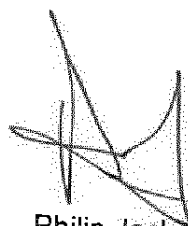
**THIS ASSIGNMENT** has been signed by the Security Trustee and executed as a deed by the Assignor and is delivered by it as a deed on the date stated at the beginning of this Assignment.


**THE ASSIGNOR**

**EXECUTED** as a **DEED** by )

**AWAS 7014 UK LIMITED** )

in the presence of: )

  
Philip Jackmauh  
Attorney

.....  
Signature of witness:   
Name of witness: ..... LaTrelle Moore  
..... Paralegal .....  
Address of witness: ..... AWAS  
..... 444 Madison Avenue, 4th Floor  
..... New York, NY 10022  
Occupation of witness: ..... USA .....

**THE SECURITY TRUSTEE**

for and on behalf of

**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. (ACTING THROUGH ITS  
LONDON BRANCH)**

By: .....

Name: .....

Title: .....

**THE ASSIGNOR**

**EXECUTED** as a **DEED** by )

**AWAS 7014 UK LIMITED** )

in the presence of: )

.....

Signature of witness: .....

Name of witness: .....

Address of witness: .....

Occupation of witness: .....

**THE SECURITY TRUSTEE**

for and on behalf of

**THE BANK OF TOKYO-MITSUBISHI UFJ, LTD. (ACTING THROUGH ITS  
LONDON BRANCH)**

By:  .....

Name: THE HONES .....

Title: DIRECTOR .....

**SCHEDULE 1**  
**LEASE AGREEMENT AND AIRCRAFT**

**LEASE AGREEMENT:**

Aircraft Lease Agreement dated 27 November 2015 between AWAS 7014 UK Limited, as lessor, and Aegean Airlines S.A., as lessee, and any other documents, certificates and agreements executed and delivered in respect thereof.

**AIRCRAFT:**

One (1) Airbus model A320-200 airframe bearing manufacturer's serial number 7014 and Greek registration mark SX-DNE and two (2) IAE International Aero Engines AG model IAE V2527-A5 SelectTwo engines bearing manufacturer's serial numbers 18067 and 18104.