005257/10



**COMPANIES FORM No. 395** 

### Particulars of a mortgage or charge OOMPANIES HOUS

CHWP000

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not write in this margin

Pursuant to section 395 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies (Address overleaf - Note 6)

For official use

Company number FC005668

Name of company

\* insert full name of Company

"Varig", S.A. (Viação, Aérea Rio-Grandense) ("Varig")

Date of creation of the charge

March-20, 2004

Description of the instrument (if any) creating or evidencing the charge (10062)

See Continuation Sheet No.1

Amount secured by the mortgage or charge

The payment and performance in full when due of all obligations (other than the Balance Acknowledged Debt Amounts) owed by either or both of the Lessees under each of the Settlement Agreements, the Promissory Notes and/or any of the other Transaction Documents (including the Security Assignment), absolute or contingent, now or hereafter existing, including interest thereon at the rate of 7% per annum on all amounts not paid when due (including, before and after judgment, and including any such interest which accrues after any bankruptcy proceeding even if not recoverable therein) (collectively, the "Secured Obligations").

All capitalized terms are defined in Schedule 1 attached hereto.

Names and addresses of the mortgagees or persons entitled to the charge

See Continuation Sheet No.1 Postcode

Paul Hastings 88 wood Street Hendon ECZV TAJ.

Page 1

Presentor's name address and reference (if any): Paul, Hastings, Janofsky & Walker LEP 22nd Floor, Bank of China Tower, Garden Road, Central, Hong Kong

Time critical reference

For official Use Mortgage Section

Post room



COMPANIES HOUSE

08/06/04

See Continuation Sheet No. 1

All capitalized terms are defined in Schedule 1 attached hereto.

Please do not write in this margin

Please complete lagibly, preferably In black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil Pan Hartnis

Signed Paul, Hastings, Janofsky & Walker LLP

On behalf of {eempany}[mortgagee/ehargee]t

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

June 64

Date

f delete as appropriate

#### **Notes**

- The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to Companies House.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

#### CHWP000

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Please do not write in this binding margin

## Particulars of a mortgage or charge (continued)

Continuation sheet No 1 to Form No 395 and 410 (Scot)

Please complete legibly, preferably in black type, or bold block lettering

Name of company

Company number

FC005668

\* delete if inappropriate

"Varig", S.A. (Viação, Aérea Rio-Grandense)

Limited \*

Description of the instrument creating or evidencing the mortgage or charge (continued) (mag 2)

The security assignment, dated as of May 20, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Assignment"), among Varig, GE Capital Aviation Services, Inc., as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") and Rio Sul Linhas Aéreas, S.A.

Amount due or owing on the mortgage or charge (continued)	Please write in binding
	binding
	1
	Please legibly, in black bold bla
	bold bid
	<b>{</b>
	l l
	ļ
	}
	1
1	1
	.
1	
	1
	ļ
· ·	1
	Page

•,

Please complete legibly, preferably in black type, or bold block lettering

LIFT RS Brazil, LLC c/o Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, DE 19890

LIFT VG Brazil, LLC c/o Wilmington Trust Company Rodney Square North 1100 North Market Street Wilmington, Delaware 19890

B767 Leasing I Inc. 201 High Ridge Road, Stamford, CT 06927 United States of America

B767 Leasing II Inc. 201 High Ridge Road, Stamford, CT 06927 United States of America

B767 Leasing III Inc. 201 High Ridge Road, Stamford, CT 06927 United States of America

General Electric Capital Corporation 260 Long Ridge Road Stamford, CT 06927 United States of America

GE Capital Aircraft Leasing Bermuda Ltd. Clarendon House, 2 Churchill Street Hamilton Hill, Bermuda

Wells Fargo Bank Northwest, N.A. c/o General Electric Capital Corporation 201 High Ridge Road, Stamford, CT 06927 United States of America Alcyone FSC Corporation c/o Corporate Services Price Waterhouse Center St. Michael, Barbados

Aviation Financial Services Inc. 201 High Ridge Road, Stamford, CT 06927 United States of America

TIFD FSC Grape One, Inc. c/o Corporate Services Limited Price Waterhouse Centre Collymore Rock, St. Michael, Barbados

TIFD FSC Grape Two, Inc. c/o Corporate Services Limited Price Waterhouse Centre Collymore Rock, St. Michael, Barbados

GECAS FSC Grape 1994-A, Inc. c/o Corporate Services Limited Price Waterhouse Centre Collymore Rock, St. Michael, Barbados

AFT Trust - Sub I c/o Wilmington Trust Company 1100 North Market Street, Rodney Square North Wilmington, Delaware 19890

Airplanes Finance Limited Aviation House, Shannon, County Clare, Ireland

Airplanes Funding I Limited Aviation House, Shannon, Co. Clare, Ireland

Airplanes Holdings Limited
Aviation House, Shannon, County Clare, Ireland

The above parties, together, are the "Lessors".

GE Capital Aviation Services, Inc. 201 High Ridge Road Stamford, CT 06929 Parpulled in the The

Varig has assigned, pledged, hypothecated, charged, mortgaged, delivered and transferred to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, and has granted to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in, all of Varig's rights, title, interest and benefit (present and future, actual and contingent) in, to and under

Please complete legibly, preferably in black type, or bold block lettering

- (a) the BSP/ICCS Receivables, and all other accounts, accounts receivables, Payment Intangibles and other monies or other amounts owed to Varig from time to time in respect of the BSP/ICCS Receivables by IATA, either BSP Bank or the ICCS Bank generated from or arising out of France and the United Kingdom, whether tangible or intangible, whether now or hereafter existing, owned or acquired by Varig and wherever located;
- (b) the Collateral Account together with all monies, checks and other cash items deposited in or to the credit of the Collateral Account;
- (c) all Security Entitlements related to the foregoing, including, in respect of the Collateral Account, all Permitted Investments related thereto;
- (d) all Financial Assets related to the foregoing, including, in respect of the Collateral Account, all Permitted Investments related thereto;
- (e) all Investment Property related to the foregoing, including, in respect of the Collateral Account, all Permitted Investments related thereto;
- (f) all Distributions related to the foregoing, other than Distributions permitted to be made to Varig or to the Collateral Agent pursuant to the Account Control Agreement;
- (g) all General Intangibles related to the foregoing; and
- (h) all Collateral Proceeds related to the foregoing (collectively, the "Collateral," it being understood and agreed, however, that Varig has not purported to grant, nor has the Collateral Agent claimed, any security interest in any deposit account owned by IATA, either BSP Bank or the ICCS Bank).

All capitalized terms are defined in Schedule 1 attached hereto.

#### Schedule 1 Capitalized Terms

"Account Control Agreement" means an agreement dated May 20, 2004 among Varig, the Collateral Agent and the Depository Bank with respect to the Collateral Account.

"Acknowledged Debt Amount" means, in respect of each Lessor, the amount set forth in the relevant Settlement Agreement as due and payable to such Lessor collectively by the Lessees as of February 27, 2004 under the relevant Lease Agreements, and, in respect of all Lessors, the aggregate amount of U.S.\$121,471,148.

"Balance Acknowledged Debt Amount" means, in respect of each Lessor and as set forth in the relevant Settlement Agreement, the difference between the Acknowledged Debt Amount due and payable to such Lessor by the Lessees and the Instalment Acknowledged Debt Amount payable to such Lessor by the Lessees, in each case as the same may be reduced on the terms and conditions set forth in the relevant Settlement Agreement.

"Book-entry Security" means, a Treasury Security maintained in TRADES and a Treasury Security maintained in TREASURY DIRECT.

"BSP Agreements" means all agreements with IATA to which Varig is a party which relate to the BSP/ICCS Receivables.

"BSP Bank" means each bank directly or indirectly involved in the clearing or making of payments for the benefit of Varig in respect of the BSP/ICCS Receivables through the IATA-BSP/ICCS System.

"BSP/ICCS Receivables" means all accounts payable and other amounts payable to or for the account of Varig by the BSP Banks and the ICCS Bank in respect of revenues generated in France and the United Kingdom which settle through the IATA-BSP/ICCS System.

"Certificated Security" means a Security that is represented by a Security Certificate.

"Collateral Account" means Account No. 10207801, in the name of Varig, with Collateral Agent shown thereon as the Secured Party with respect thereto, with the Depository Bank.

"Collateral Agent" means GE Capital Aviation Services Inc., together with its successor(s) thereto.

#### "Collateral Proceeds" means:

- (a) all "proceeds" defined in Section 9-102(a)(64) of the UCC as "the following property:
  - (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of collateral;

- (ii) whatever is collected on, or distributed on account of, collateral;
- (iii) rights arising out of collateral;
- (iv) to the extent of the value of collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the collateral; or
- (v) to the extent of the value of collateral and to the extent payable to the debtor or the secured party, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the collateral"; and
- (b) all proceeds of, and all other cash and non-cash distributions, profits, products, rents or receipts, in whatever form, arising from or with respect to the collection, sale, lease, exchange, assignment or other disposition (other than a transfer of funds from the Collateral Account to Varig or the Collateral Agent in compliance with the terms of the Account Control Agreement) of or other realization upon or payment for the use of, any Collateral, including all claims of Varig against third parties for loss of, or for proceeds payable under or unearned premiums with respect to policies of insurance (if any) in respect of, any Collateral, in each case whether now existing or hereafter arising.

"Consents" means the consents to the assignment of the BSP/ICCS Receivables executed and delivered by each of the BSP Banks, the ICCS Bank and IATA in form and substance acceptable to GECAS, acting as lease manager on behalf of the Lessors.

"Depository Bank" means JPMorgan Chase Bank, 4 New York Plaza, New York, New York, U.S.A.

"<u>Distributions</u>" means all cash (whether for interest, principal or otherwise) distributions on or with respect to any Collateral.

"Entitlement Holder" means a Person to whose account an interest in a Book-entry Security is credited on the records of a Securities Intermediary.

"Financial Asset" means a "Financial asset" which is defined in Section 8-102(a)(9) of the UCC as "(a) a security; (b) an obligation of a person or a share, participation, or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment; or (c) any property that is held by a securities intermediary for another person in a securities account if the securities intermediary has expressly agreed with the other person that the property is to be treated as a financial asset under Article 8 of the UCC. As context requires, the term means either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated security, a security certificate, or a security entitlement", including:

(i) all Securities;

- (ii) all obligations of a Person or shares, participations or other interests in a Person or in property or an enterprise of a Person which is, or is of a type, dealt in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment; and
- (iii) all property that is held by the Depository Bank in a Securities Account and which the Depository Bank has expressly agreed to treat as a "financial asset" under Article 8 of the UCC.

As the context requires, the term "Financial Asset" means either the interest itself or the means by which Varig's claim to it is evidenced, including a Certificated Security or an Uncertificated Security, a Security Certificate or a Security Entitlement.

"France" means the Republic of France.

"GECAS" means GE Capital Aviation Services, Inc., and/or GE Capital Aviation Services, Limited.

"General Intangibles" means all "General intangibles" defined in Section 9-102(a)(42) of the UCC as "any personal property, including things in action, other than accounts, chattel paper, commercial tort claims, deposit accounts, documents, goods, instruments, investment property, letter-of-credit rights, letters of credit, money, and oil, gas, or other minerals before extraction", including:

- (i) software;
- (ii) all Payment Intangibles and all other obligations and indebtedness owing to Varig, from whatever source arising; and
  - (iii) all books and records, including any Record.

"IATA" means the International Air Transport Association.

"<u>IATA-BSP/ICCS System</u>" means the standard ticketing, reporting, remittance and currency clearance system operated by IATA on behalf of Varig.

"ICCS Bank" means Citibank, N.A., London Branch, in its capacity as the IATA Currency Clearance Service currency clearing bank under the ICCS Terms and Conditions or any other financial institution appointed by IATA to serve in such capacity.

"ICCS Terms and Conditions" means the IATA Currency Clearance Service Terms and Conditions to which Varig acceded on February 13, 2001.

"Instalment Acknowledged Debt Amount" means, in respect of each Lessor, the amount set forth in Schedule E to the relevant Settlement Agreement payable by instalments by the Lessees to such Lessor and, in respect of all Lessors as of March 5, 2004, an aggregate amount of U.S.\$83,000,000.

"Instalment Acknowledged Debt Repayment Schedule" means, in respect of each Lessor, the schedule for repayment of the Instalment Acknowledged Debt Amount by the Lessees to such Lessor as set out in Schedule F to the relevant Settlement Agreement.

"Investment Property" means all "Investment property" defined in Section 9-102(a)(49) of the UCC as "a security, whether certificated or uncertificated, security entitlement, securities account, commodity contract, or commodity account", including all Certificated Securities, all Uncertificated Securities, all Security Entitlements, all Securities Accounts, all "Commodity contracts" construed in accordance with the term of "Commodity contract" which is defined in Section 9-102(a)(15) of the UCC as "a commodity futures contract, an option on a commodity futures contract, a commodity option, or another contract if the contract or option is: (i) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to federal commodities laws; or (ii) traded on a foreign commodity board of trade, exchange, or market, and is carried on the books of a commodity intermediary for a commodity customer" and all "Commodity accounts" construed in accordance with the term of "Commodity account" which is defined in 9-102(a)(14) of the UCC as "an account maintained by a commodity intermediary in which a commodity contract is carried for a commodity customer".

"Lease Agreement" means, in respect of each Lessor, each aircraft lease agreement entered into by such Lessor with a Lessee prior to February 27, 2004 pursuant to which Acknowledged Debt Amounts are due and payable to such Lessor.

"Lessees" means, collectively, Varig and Rio Sul and, "Lessee" means any one of them.

"LIBOR" means the London inter-bank offered rate.

"Payment Intangible" is defined in Section 9-102(a)(61) of the UCC as "a general intangible under which the account debtor's principal obligation is a monetary obligation" and, "Payment intangibles" shall be construed accordingly.

"Permitted Investment" means the US Dollar investments on a trust account with JPMorgan Chase Bank earning compensation at average 30-day LIBOR less 50 basis points or such other investments as shall be directed in writing jointly by the Secured Parties and the Pledgor and as shall be acceptable to the Depository Bank.

"<u>Person</u>" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case, whether or not having separate legal personality).

"Pledgor" means "Varig", S.A. (Viação Aérea Rio-Grandense).

"Promissory Notes" means, in respect of each Lessor, the promissory notes executed on the date of the relevant Settlement Agreement and delivered by the relevant Lessee to the relevant Lessor representing the obligation to pay each instalment of the Instalment Acknowledged Debt Amount payable to such Lessor as set out in each Instalment Acknowledged Debt Repayment Schedule and "Promissory Note" means any one of them.

"Record" is defined in Section 9-102(a)(69) of the UCC as "information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form".

"Rio Sul" means Rio Sul Linhas Aéreas S.A.

"Secured Parties" means, together, GECAS and the Lessors and "Secured Party" means any one of them.

"Securities Account" means the Collateral Account, and any other account that is maintained for the investment of amounts credited to the Collateral Account and is a "securities account" within the meaning of Section 8-501(a) of the UCC.

#### "Securities Intermediary" means:

- (i) a Person that is registered as a "clearing agency" under the federal securities laws; a Federal Reserve Bank in the U.S.A.; any other person that provides clearance or settlement services with respect to a Book-entry Security that would require it to register as a clearing agency under the federal securities laws but for an exclusion or exemption from the registration requirement, if its activities as a clearing corporation, including promulgation of rules, are subject to regulation by a federal or state governmental authority; or
- (ii) a Person (other than an individual, unless such individual is registered as a broker or dealer under the federal securities laws) including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

#### "Security"

- (a) means a "Security" defined in Section 8-102(a)(15) of the UCC as "an obligation of an issuer or a share, participation, or other interest in an issuer or in property or an enterprise of an issuer:
  - (i) which is represented by a security certificate in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer;
  - (ii) which is one of a class or series or by its terms is divisible into a class or series of shares, participations, interests, or obligations; and

#### (iii) which:

- (A) is, or is of a type, dealt in or traded on securities exchanges or securities markets; or
- (B) is a medium for investment and by its terms expressly provides that it is a security governed by Article 8 of the UCC"; and

(b) shall also mean and include any obligation of an issuer or a share, participation or other interest in an issuer or in property or as enterprise of an issuer which: (i) is represented by a Security Certificate in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer; (ii) is one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations; (iii) (A) is, or is of a type, dealt in or traded on securities exchanges or securities markets or (B) is a medium for investment and by its terms expressly provides that it is a security governed by Article 8 of the UCC; and (iv) is not excluded from the definition of "Security" (as defined in Section 8-102(a)(15) of the UCC set out above) pursuant to the provisions of Section 8-103 of the UCC and "Securities" shall be construed accordingly.

"Security Certificate" means a "Security certificate" defined in Section 8-102(a)(16) of the UCC as "a certificate representing a security".

#### "Security Entitlements" means:

- (i) all "security entitlements" construed in accordance with the term "Security entitlement" which is defined in Section 8-102(a)(17) of the UCC as "the rights and property interest of an entitlement holder with respect to a financial asset specified in part 5 of Article 8 of the UCC"; and
- (ii) all "securities entitlements" construed in accordance with the term "Security Entitlement" which is defined in the United States Department of the Treasury's regulations governing the transfer and pledge of marketable securities issued by the United States Treasury ("Treasury Securities" and "Treasury Security" means any one of them) and maintained in the TRADES book-entry system in the records of the Federal Reserve Banks set forth in 62 Fed. Reg. 33548 (1997) (codified at 31 C.F.R. Part 357) as "the rights and property interest of an Entitlement Holder with respect to a Book-entry Security".

"Settlement Agreements" means, collectively, (i) the settlement agreement dated as of March 5, 2004, between AFT Trust - Sub I and the Lessees in respect of 3 aircraft leased to Varig under separate Lease Agreements, (ii) the settlement agreement dated as of March 5, 2004 between Airplanes Finance Limited, Airplanes Funding I Limited, Airplanes Holdings Limited and the Lessees in respect of 3 aircraft leased to Varig under separate Lease Agreements and 5 aircraft leased to Rio Sul under separate Lease Agreements, (iii) the settlement agreement dated as of March 5, 2004 between B767 Leasing I Inc., B767 Leasing II Inc., B767 Leasing III Inc., General Electric Capital Corporation, GE Capital Aircraft Leasing Bermuda Ltd., Wells Fargo Bank Northwest, N.A., Alcyone FSC Corporation, Aviation Financial Services Inc., TIFD FSC Grape One, Inc., TIFD FSC Grape Two, Inc. and GECAS FSC Grape 1994-A, Inc and the Lessees in respect of 19 aircraft leased to Varig under separate Lease Agreements and 3 aircraft leased to Rio Sul under separate Lease Agreements and (iv) the settlement agreement dated as of March 5, 2004, between LIFT RS Brazil, LLC, LIFT VG Brazil, LLC and the Lessees in respect of 2 aircraft leased to Varig under separate Lease Agreements and 1 aircraft leased to Rio Sul under a Lease Agreement, and "Settlement Agreement" means any one of them.

"software" is defined in Section 9-102(a)(75) of the UCC as "a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include a computer program that is included in the definition of goods".

"<u>Transaction Documents</u>" means any or all, as the context requires, of the Settlement Agreements, the Promissory Notes, the Security Assignment, the Consents and each other document entered into by a party pursuant to any of the foregoing.

"TRADES" means the Treasury/Reserve Automated Debt Entry System, also referred to as the commercial book-entry system, which is an indirect holding system of the United States Treasury.

"TREASURY DIRECT" means the TREASURY DIRECT Book-Entry Securities System, a direct holding system of the United States Treasury.

"Varig" means "Varig", S.A. (Viação Aérea Rio-Grandense).

"UCC" means the Uniform Commercial Code as in effect in the State of New York, U.S.A.

"Uncertificated Security" means a Security not represented by a Security Certificate.

"United Kingdom" means the United Kingdom of Great Britain and Northern Ireland.

"U.S.A." means the United States of America.

"U.S.\$" or "US Dollar" means the lawful currency for the time being of the U.S.A.

#### FILE COPY



# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. FC005668

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 20th MAY 2004 AND CREATED BY "VARIG" S.A. (VIAGAO AEREA RIO GRANDENSE) FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LESSEES TO LIFT RS BRAZIL, LLC, LIFT VG BRAZIL, LLC, B767 LEASING I INC FOR FURTHER CHARGEE DETAILS PLEASE REFER TO THE FORM 395 UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th JUNE 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JUNE 2004.





