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legibly, preferably  
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\*insert full name  
of Company

## COMPANIES FORM No. 395 *00400107*

### Particulars of a mortgage or charge

# 395

A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1 12

FC025910

Name of company

\* Jet Airways (India) Limited (the "Assignor")

Date of creation of the charge

5 October 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

Deed of Assignment of Insurances dated 5 October 2006 between Jet Airways (India) Limited as assignor and Constitution Aircraft Leasing (Ireland) 2 Limited (the "Assignee") as assignee.

Amount secured by the mortgage or charge

Any and all of the obligations (whether present or future, actual or contingent) which are at the time of the Assignment or at any time owed by the Assignor to the Assignee, any affiliate of the Assignee or any other Person under the Lease Agreement or any other Operative Document to which the Assignee or any affiliate of the Assignee is a party in the capacity of lessor (the "Secured Obligations").

Defined terms are set out in Schedule 1.

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

Constitution Aircraft Leasing (Ireland) 2 Limited, Bracetown Business Park, Clonee, Co. Meath, Ireland

Postcode

Presentor's name address and  
reference (if any):

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ  
VIA CH LONDON COUNTER

70-40052706/CSC/JC/PS

Time critical reference

For official Use (06/2005)  
Mortgage Section



LD6 371  
COMPANIES HOUSE 20/10/2006

LD3 376  
COMPANIES HOUSE 16/10/2006

Short particulars of all the property mortgaged or charged

As a continuing security for the due and punctual performance and discharge by the Assignor of the Secured Obligations, the Assignor with full title guarantee has assigned to the Assignee, by way of first priority legal assignment, all of its right, title and interest (present and future) in and to the Collateral and all benefits thereof (including, without limitation, claims of whatsoever nature and return of premiums).

The Assignment contains a covenant for further assurance.

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

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+  
95

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance LLP

Date 16 October 2006

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† delete as appropriate

Notes

- 1 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.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**Schedule to Form 395 relating to the Assignment entered into by Jet Airways (India)  
Limited**

**SCHEDULE 1**

**"Aircraft"** means that certain Boeing 737-700 aircraft bearing manufacturer's serial number 29045.

**"Assignment"** means the deed of assignment dated 5 October 2006 between the Assignor and the Assignee as originally executed by the parties thereto, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof.

**"Collateral"** means: (a) the Insurances; and (b) any and all Requisition Compensation.

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

**"Government Entity"** means:

(a) any national, state or local government of any country;

(b) any board, commission, instrumentality, court or agency of any entity described in paragraph (a) above, however constituted; and

(c) any association, organisation or institution of which any entity described in paragraph (a) or (b) above is a member or to whose jurisdiction any thereof is subject or in whose activities any thereof is a participant.

**"Insurances"** means any and all contracts of policies of insurances which are from time to time taken out or effected by the Assignor pursuant to the Lease Agreement in respect of the Aircraft other than legal liability insurances.

**"Lease Agreement"** means the aircraft lease agreement dated 5 October 2006 between the Assignee, as lessor, and the Assignor, as lessee in relation to the Aircraft.

**"Operative Document"** means the documents defined in the Lease Agreement (whether referred to therein or incorporated by reference to another document).

**"Requisition Compensation"** means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Aircraft.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. FC025910

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES DATED THE 5th OCTOBER 2006 AND CREATED BY JET AIRWAYS (INDIA) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CONSTITUTION AIRCRAFT LEASING (IRELAND) 2 LIMITED, ANY AFFILIATE OF CONSTITUTION AIRCRAFT LEASING (IRELAND) 2 LIMITED OR ANY OTHER PERSON ON ANY ACCOUNT WHATSOEVER 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 20th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th OCTOBER 2006.

*LIC DMU*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES