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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

1219

FC025910

Name of company

* JET AIRWAYS (INDIA) LIMITED (the "Company")

Date of creation of the charge

29 May 2008

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

An assignment of insurances in respect of one Airbus A330-200 aircraft with
MSN 923 and Indian Registration Mark VT-JWM (the "Aircraft") (the
"Assignment of Insurances")

Amount secured by the mortgage or charge

Any and all monies, liabilities and obligations which are now or which may
at any time and from time to time hereafter be due, owing, or payable or
expressed to be due, owing, or payable (i) from or by the Company under or
in connection with any of the Lessee Documents and the Other Transaction
Documents to which the Company is a party and (ii) under or in connection
with any of the Lessor Documents and the Other Transaction Documents to
which the Lessor is a party.

See Addendum 2/4 for defined terms.

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

Barclays Bank PLC acting through its offices at 5 The North Colonnade,
Canary Wharf, London in its capacity as security trustee for and on behalf
of the Finance Parties (the "Chargee")

Postcode E14 4BB

Presenter's name address and
reference (if any)

Norton Rose LLP
3 More London Riverside
London
SE1 2AQ

NNFR/NAP/LN11748/BD#7848650

Time critical reference

For official Use (02/06)
Mortgage Section

FRIDAY



LD3

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06/06/2008

COMPANIES HOUSE

43

Short particulars of all the property mortgaged or charged

(1) All the rights, title and interest, present and future, of the Company in and to the proceeds of the Insurances in respect of the Aircraft (other than third party liability insurances); *Being*
(11) the right to compel performance by the insurers of their obligations in respect of the Insurances and the right to negotiate and settle claims and proceeds in respect of any of the foregoing; and
(111) any and all Requisition Proceeds.

See Addendum 4/4 for defined terms.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Norton Rose LLP*

Date *5 June 2008*

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**

Name of company

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Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

"Airbus Aircraft Purchase Agreement means the aircraft purchase agreement dated 22 October 2005 between Airbus S.A.S. and the Company, in relation to, inter alia, the Aircraft;

"All Parties Agreement" means the all parties agreement dated 28 May 2008 between, amongst others, the Company and the Chargee, relating to the Transaction Documents and the Aircraft;

"Commercial Lender" has the meaning given to it in the All Parties Agreement;

"ECA Lender" has the meaning given to it in the All Parties Agreement;

"Export Credit Agency" has the meaning given to it in the All Parties Agreement,

"Finance Parties" means an ECA Finance Party or a Commercial Finance Party (each as defined in the All Parties Agreement);

"Lease" means the lease agreement dated 22 May 2008 between the Lessor as lessor and the Company as lessee in respect of the Aircraft,

"Lenders" means one or more of an ECA Lender or a Commercial Lender;

"Lessor" means Fleet Ireland Aircraft Lease 2007-A Limited, a limited liability company incorporated under the laws of Ireland,

"Lessee Documents" means the Transaction Documents to which the Company is a party;

"Lessor Documents" means the Transaction Documents to which the Lessor is a party,

"Other Aircraft" means the other Airbus A330-200 aircraft purchased or to be purchased pursuant to the Airbus Aircraft Purchase Agreement with finance supported by the Export Credit Agencies to be leased to the Company;

"Other All Parties Agreement" means each all parties agreement entered into or to be entered into, as the case may be, between, amongst others, the Company, the Chargee and the Lenders in connection with the financing of any Other Aircraft,

"Other Transaction Documents" has the meaning given to the term "Transaction Documents" in any of the Other All Parties Agreements; and

"Transaction Documents" means.

- (a) the All Parties Agreement;
- (b) the Proceeds Agreement (as defined in the All Parties Agreement);
- (c) the Airbus Bill of Sale (as defined in the All Parties Agreement);
- (d) the Lease;
- (e) the ECA Loan Agreement (as defined in the All Parties Agreement);
- (f) the Commercial Loan Agreement (as defined in the All Parties Agreement);
- (g) the Purchase Agreement Assignment (as defined in the All Parties Agreement);

Name of company

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- (h) each Security Document (as defined in the All Parties Agreement);
- (i) any Interest Rate Swap (as defined in the All Parties Agreement);
- (j) the Management Agreement (as defined in the All Parties Agreement);
- (k) the Declaration of Trust (as defined in the All Parties Agreement);
- (l) the Acceptance Certificate (as defined in the All Parties Agreement);
- (m) the Technical Acceptance Certificate (as defined in the All Parties Agreement);
- (n) the Airframe Warranties Agreement (as defined in the All Parties Agreement);
- (o) the Engine Warranties Agreement (as defined in the All Parties Agreement);
- (p) the Fees Letters (as defined in the All Parties Agreement);
- (q) any Eurocontrol Letter (as defined in the All Parties Agreement);
- (r) the Remarketing Agreement (as defined in the All Parties Agreement);
- (s) the Jet Remarketing Agreement (as defined in the All Parties Agreement);
- (t) the Cash Deposit Agreement (as defined in the All Parties Agreement);
- (u) the Keep Well Letter (as defined in the All Parties Agreement);
- (v) each notice and acknowledgement provided under any of the above documents (as defined in the All Parties Agreement); and
- (w) any other document designated in writing as such by the Company, the Lessor and the Security Trustee.

Where the context so admits, words importing the singular number only shall include the plural and vice versa.

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

"Delivery Date" means 29 May 2008;

"Engine" means.

- (a) each of the CF6-80E1A4B General Electric engines with manufacturer's serial numbers 811479 and 811478 installed on the Delivery Date, which has not been replaced by a Replacement Engine; and
- (b) any Replacement Engine with effect from the time title to which has passed to the Lessor pursuant to the Lease, including, in each case, all Parts from time to time installed in or belonging to that engine;

"Insurances" means the contracts and policies of insurance and reinsurance in respect of the Aircraft required to be maintained by the Company under clause 13 (Insurance) of, and Schedule 4 (Insurance requirements) to, the Lease.

"Part" means:

- (a) each part, component, instrument, appliance, accessory, furnishing or other equipment (other than a complete Engine) supplied with the Aircraft on the Delivery Date; and
- (b) any part which replaces a Part in accordance with the Transaction Documents,

FC025910

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but excludes any such items title to which should have passed to the Company pursuant to the Transaction Documents;

"Replacement Engine" means an engine complying with clause 12 3.1(b) (Replacement of Engines and Parts) of the Lease; and

"Requisition Proceeds" means any proceeds of requisition (whether for title, use, hire or otherwise), confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft, any Engine or Part.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. FC25910
CHARGE NO. 29**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES
DATED 29 MAY 2008 AND CREATED BY JET AIRWAYS (INDIA)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY 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 6 JUNE 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 JUNE 2008



Companies House
— for the record —



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