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In accordance with
Regulation 10 of the
Overseas Companies
(Execution of Documents
and Registration of
Charges) Regulations
2009

OS MG01

Particulars of a mortgage or charge by an overseas company



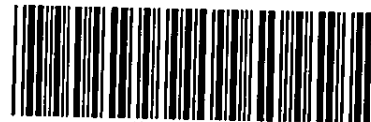
A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

Please return
via
CH London Counter

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
by an overseas company

☐ **What this form is NOT for**
You cannot use this form to register
an overseas company which is
already registered at Companies House

MONDAY



LD6 14/06/2010 13
COMPANIES HOUSE

1 Overseas company details

Company number F C 0 2 5 9 1 0
Company name in full Jet Airways (India) Limited (the Assignor)

46 For official use

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

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation / 2 6 0 5 2 0 1 0

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc

Description A security assignment relating to one (1) B777-300ER Aircraft with MSN 35158 entered into by
the Assignor and Wells Fargo Bank Northwest, National Association (the **Security Trustee**) on
26 May 2010 (the **Security Assignment**)

4 Amount secured

Please give us details of the amount secured by the charge

Amount secured (A) any and all monies, indebtedness, liabilities and obligations
(whether actual or contingent, whether existing as at 26 May 2010
or hereafter arising, whether or not for the payment of money, and
including, without limitation, any obligation to pay damages) which
are at 26 May 2010 or at any time hereafter due, owing, payable,
or incurred or expressed to be due, owing, payable or incurred
from or by the Owner, Lessor or the Assignor to the Secured
Parties (or any of them) (or, in the case of the Lessor, to Owner
and, in the case of the Assignor, to the Lessor, as the case may
be) under the Operative Documents and the Other Operative
Documents, including, without limitation, all obligations of (i)
Owner in respect of the principal of and interest on the Loans, (ii)
Lessor in respect of Rent under the Head Lease, (iii) the Assignor
in respect of Rent under the Lease, (iv) Thai Airways
International Public Company Limited in respect of Rent, all

See MGO1 Continuation Sheet attached

Continuation page
Please use a continuation page if
you need to enter more details

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Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name

Wells Fargo Bank Northwest, National Association

Address

299 South Main Street, Salt Lake City,

Utah, United States of America

Postcode

8 4 1 1 1

Name

Address

Postcode

6

Short particulars of all the property charged

Please give the short particulars of the property charged

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

See the MG01 Continuation Sheet attached

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7	Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision^①	① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge, and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it
8	Particulars as to commission allowance or discount Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered	
Commission allowance or discount	NIL	
9	Delivery of instrument A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge In the case of a charge created outside the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK Certified copies of any other documents relevant to the charge should also be delivered	

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Signature

Please sign the form here

Signature

Signature

X Denton Wilde Sapte LLP X

This form must be signed by a person with an interest in the registration of the charge

OS MG01 - continuation page

Particulars of a mortgage or charge by an overseas company

6	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p data-bbox="245 533 309 658">T + 9/</p> <p data-bbox="357 443 1487 689">Variable Rent and the Security Deposit (all of which is defined in the Sub-Sub-Lease Agreement and (v) Owner under the Guaranteed Loan Indemnity Agreement, the Owner Guarantee and the Loan Agreements, (b) any and all sums advanced by the Secured Parties (or any of them) on order to protect or preserve the Collateral or preserve their interest in the Collateral, and (c) any and all monies, obligations and/or liabilities which are stated to form part of the Secured Obligations by any provisions of any Operative Document and any Other Operative Document shall also form part of the Secured Obligations (the Secured Obligations)</p> <p data-bbox="357 779 517 810">Assignment</p> <p data-bbox="357 837 1487 927">The Assignor with full title guarantee assigned and agreed to assign absolutely the Assigned Property to and in favour of the Security Trustee in order to secure the full and punctual payment, performance and discharge of all the Secured Obligations</p> <p data-bbox="357 954 1487 1079">Notwithstanding and in addition to the assignment of the Assigned Property in accordance with clause 3 1 of the Security Assignment, as security for payment and discharge of the Secured Obligations, the Assignor charged, with full title guarantee and by way of first fixed exclusive charge, the Assigned Property in favour of the Security Trustee</p> <p data-bbox="357 1106 564 1137">Negative Pledge</p> <p data-bbox="357 1164 1487 1375">Except pursuant to, or as permitted under, the Operative Documents, the Assignor has agreed not to purport or attempt to purport to transfer, assign, pledge, encumber dispose of or otherwise deal with the Assigned Property or any part thereof or interest therein and has agreed not to purport or attempt to purport to create or incur any Security Interest in or upon the Assigned Property other than Permitted Security Interests and save for the assignment and the Security Interest constituted by or contemplated by the Security Assignment</p> <p data-bbox="357 1464 501 1496">Definitions</p> <p data-bbox="357 1523 580 1554">In this form MGO1</p> <p data-bbox="357 1581 1378 1612">Aircraft means one (1) B777-300ER Aircraft with Manufacturer's Serial Number 35158</p> <p data-bbox="357 1639 1487 1850">Assigned Insurance Property means all right, title and interest, present and future, actual and contingent, of the Assignor in and to (a) any and all policies and contracts of insurance (other than third party liability insurance) from time to time taken out or maintained in respect of, or in relation to, the Aircraft or any part thereof, and (b) all the benefits of, and all claims under, and the light to make all claims under all such policies and contracts of insurance (other than third party liability insurance) to the extent relating to the Aircraft</p> <p data-bbox="357 1877 692 1908">Assigned Property means</p> <p data-bbox="357 1935 1487 2060">(a) all moneys of whatsoever nature from time to time payable to or for the benefit of the Assignor under the Sub-Sub-Lease Agreement (including, without limitation, all Rent, all Variable Rent and the Security Deposit (all of which as defined in the Sub-Sub-Lease Agreement) and all other rights and benefits whatsoever from time to time accruing to the</p>

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Particulars of a mortgage or charge by an overseas company



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name KSA/LML/67459 00029/8814674

Company name Denton Wilde Sapte LLP

Address One Fleet Place

Post town London

County/Region Greater London

Postcode E C 4 M 7 W S

Country England

DX DX 242

Telephone 020 7246 7611



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address:

England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

Scotland

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

Northern Ireland

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

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

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

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Particulars of a mortgage or charge by an overseas company

6	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>Assignor under the Sub-Sub-Lease Agreement, including, without limitation, the rights to compel performance by the Lessee of its obligations in relation thereto and all claims for damages in respect of any breach by Thai Airways under the Sub-Sub-Lease Agreement, in each case whether present or future,</p> <p>(b) the Assigned Insurance Property,</p> <p>(c) the Assigned Requisition Property, and</p> <p>(d) all other proceeds relating to or arising from any of the above and all cash and other property at any time and from time to time receivable or distributable in respect of or in exchange therefore</p> <p>Assigned Requisition Property means all right, title and interest, present and future, actual and contingent, of the Assignor in and to the proceeds or recoveries in respect of or relating to the requisition for title or other compulsory acquisition, requisition, confiscation, forfeiture, seizure, restraint or detention for any reason of the Aircraft (whether for use, hire, title or otherwise)</p> <p>Collateral as defined in the Participation Agreement</p> <p>Guaranteed Loan Indemnity Agreement as defined in the Participation Agreement</p> <p>Head Lease as defined in the Participation Agreement</p> <p>Lessor means Fleet Ireland Aircraft Lease 2007-B Limited as lessor</p> <p>Loan Agreements as defined in the Participation Agreement</p> <p>Operative Documents as defined in the Participation Agreement</p> <p>Other Operative Documents as defined in the Participation Agreement</p> <p>Owner means Delaware Aircraft Lease 2007-B LLC</p> <p>Participation Agreement means the participation agreement dated as of 22 June 2007 between, inter alia, the Assignor as lessee, Fleet Ireland Aircraft Lease 2007-B Limited as lessor, Delaware Aircraft Lease 2007-B LLC as owner and the Security Trustee as security trustee</p> <p>Permitted Security as defined in the Participation Agreement</p> <p>Rent means as defined in the Sub-Sub Lease Agreement</p> <p>Secured Parties as defined in the Participation Agreement</p> <p>Security Deposit as defined in the Sub-Sub Lease Agreement</p> <p>Security Interest means a mortgage, charge, pledge, lien or other security inters securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Sub-Sub-Lease Agreement as defined in the Participation Agreement</p> <p>Variable Rent as defined in the Sub-Sub Lease Agreement</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to regulation 10 of The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009

**COMPANY NO. FC25910
CHARGE NO. 46**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
26 MAY 2010 AND CREATED BY JET AIRWAYS (INDIA)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE OWNER, LESSOR OR THE COMPANY TO THE
SECURED PARTIES OR ANY OF THEM ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO THE OVERSEAS COMPANIES
(EXECUTION OF DOCUMENTS AND REGISTRATION OF
CHARGES) REGULATIONS 2009 ON THE 14 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 JUNE 2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES