

OS MG01

Particulars of a mortgage or charge by an overseas company

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LASERFORM

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



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 for an
overseas company which is not
registered at Companies House

TUESDAY



LD4 09/11/2010 110
COMPANIES HOUSE

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Overseas company details

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

49 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 04 11 20 10

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 lessee assignment between the Chargor as assignor and Investec
International Limited as assignee (the "Chargee") relating to the
financing of one ATR 72-500 aircraft bearing manufacturer's serial number
924 (the "Lessee Assignment")

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Amount secured

Please give us details of the amount secured by the charge

Amount secured All moneys, liabilities and obligations which are
now or which may at any time and from time to time
hereafter be due, owing, payable or incurred, or
be expressed to be due, owing, payable or incurred,
from or by the Chargor to the Chargee and/or any
Indemnatee and/or Tax Indemnatee, pursuant to the
Lessee documents (the "Secured Obligations")

Unless defined elsewhere in this Form OS MG01,
please see the attached OS MG01 continuation pages
in section 6 (Short particulars of all the property
charged) of this Form OS MG01 for the defined terms
which are used throughout this Form OS MG01
(including the continuation pages)

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

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5 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 Investec International Limited

Address The Harcourt Building, Harcourt Street,
Dublin 2, Ireland

Postcode

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

Pursuant to Clause 2 1 (Assignment) of the Lessee Assignment, as security for the payment, performance and discharge in full of the Secured Obligations, the Chargor with full title guarantee has assigned and agreed to assign absolutely by way of first priority security to the Chargee all of its rights, title, benefit and interest (present and future, actual and contingent) in and to the Collateral.

Pursuant to Clause 2 2 (Charge) of the Lessee Assignment, notwithstanding and in addition to the assignment of Collateral in accordance with Clause 2 1, as security for the payment, performance and discharge in full of the Secured Obligations, the Chargor, with full title guarantee, has charged by way of first fixed charge to the Chargee all of its right, title, benefit and interest (present and future, actual and contingent) in and to the Collateral.

The Lessee Assignment contains a covenant for further assurance and negative pledge.

Unless defined elsewhere in this Form OS MG01, please see the attached OS MG01 continuation pages in section 6 (Short particulars of all the property charged) of this Form OS MG01 for the defined terms which are used throughout this Form OS MG01 (including the continuation pages)

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

"Affiliate" means, in relation to a person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Aircraft" means the ATR 72-500 aircraft bearing manufacturer's serial number 924 (which term includes where the context admits a separate reference to all Engines (whether or not any of the Engines are installed on the Airframe at the relevant time), Propellers, Parts and Aircraft Documents)

"Aircraft Documents" means the documents, data and records identified in schedule 1 of the Operating Lease and all records, renewals, revisions, additions and replacements from time to time made to them in accordance with the Operating Lease to be maintained by the Lessee relating to the Aircraft, its condition, maintenance, repair and modification

"Airframe" means the Aircraft, including Parts, components, equipment and furnishings but excluding the Engines, Propellers and Aircraft Documents

"Airframe and Engine Warranties Agreement" means the airframe and engines warranties agreement dated 4 November 2010 entered into between the Lessee, the Lessor, Avions de Transport Régional and the Security Trustee

"Banks" means as at the date hereof, Crédit Agricole Corporate and Investment Bank and Investec Bank plc as lenders and facility agents, Crédit Agricole Corporate and Investment Bank as security trustee, the Export Credit Agencies and such other person(s) and/or financial institution(s) which from time to time participates in the financing or refinancing in respect of the Aircraft as notified by the Lessor to the Lessee from time to time, and the term "Bank" shall include any of them

"Certificate of Acceptance" means the certificate of acceptance dated 4 November 2010 executed by the Lessee upon delivery of the Aircraft

"Collateral" means all of the right, title, benefit and interest (present and future, actual and contingent) of the Assignor in and to

- (a) the Insurance Property;
- (b) any requisition compensation, and
- (c) the Warranty Proceeds,

in each case, in relation to the Aircraft

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6 Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

"Delivery Date" means 4 November 2010

"Export Credit Agencies" means Compagnie Française d'Assurance pour le Commerce Extérieur and Servizi Assicurativi del Commercio Estero and **"Export Credit Agency"** means either of them

"Engine" means, whether or not installed on the Aircraft, each engine delivered to the Lessee with the Aircraft on the Delivery Date, such engines being described as to serial numbers on the Certificate of Acceptance, or any engine which has replaced that engine having clear and unencumbered title, title to which has, or should have, passed to the Owner in accordance with the Irish Agreement, and in each case includes all modules and Parts from time to time belonging to or installed in that engine but excludes any properly replaced engine title to which has, or should have, passed to the Lessee pursuant to the Operating Lease

"Indemnities" means the Lessor, the Owner, the Banks and any of their respective successors and assigns, directors, officers, servants, employees, Affiliates and such of their contractors and agents concerned with the Operating Lease as notified by the Lessor to the Lessee from time to time

"India Deregistration Power of Attorney" means the power of attorney from the Lessee in relation to the Aircraft dated 4 November 2010

"Insurance Property" means payments made in respect of hull and spares claims under the Insurances relating to the Aircraft **provided that** nothing in the Lessee Assignment shall constitute an assignment of any policy of insurance

"Insurances" means the insurances for the Aircraft required to be maintained pursuant to Clause 10 of the Operating Lease

"Irish Agreement" means the agreement dated 4 November 2010 between the Lessor and the Owner in respect of the Aircraft.

"Irrevocable De-Registration & Export Request Authorisation" means the irrevocable de-registration & export request authorisation from the Lessee in relation to the Aircraft dated 4 November 2010

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

"Lessee" means Chargor.

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6

Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

"**Lessee Documents**" means the Operating Lease, the Lessee Assignment, the India Deregistration Power of Attorney and the Irrevocable De-Registration and Export Request Authorisation, the Notice, the Letters of Quiet Enjoyment and the Certificate of Acceptance, the Airframe and Engine Warranties Agreement and any other document designated as a Lessee Document in writing by both the Lessee and the Lessor and "Lessee Document" shall mean any one of them

"**Lessor**" means Chargee

"**Letters of Quiet Enjoyment**" means the letters of quiet enjoyment issued by each of the Owner and the Security Trustee in favour of the Lessee in respect of the Aircraft in a form agreed prior to the date of the Operating Lease

"**Notice**" means the notice to, and acknowledgement by, the Lessee dated 4 November 2010

"**Operating Lease**" means the aircraft operating lease agreement dated 28 October 2010 entered into between the Lessor and the Lessee in respect of the Aircraft, as amended and supplemented from time to time

"**Owner**" means Injet Leasing Company Limited

"**Part**" means, whether or not installed on the Aircraft:

(a) any component, furnishing or equipment (other than a complete Engine or Propeller) furnished with the Aircraft on the Delivery Date, and

(b) any other component, furnishing or equipment (other than a complete Engine or Propeller) title to which has, or should have passed to Owner pursuant to the Operating Lease and the Irish Agreement,

but excludes any such items title to which has, or should have, passed to the Lessee pursuant to the Operating Lease

"**Propeller**" means whether or not for the time being installed on the Aircraft

(a) each propeller which the Lessor delivers to the Lessee on the Delivery Date, such propellers being described as to serial numbers on the Certificate of Acceptance, or

(b) any propeller which has replaced that propeller having clear and unencumbered title, title which has, or should have, passed to the Owner in accordance with the Irish Agreement,

and in each case includes all modules and Parts from time to time belonging to or installed in that propeller but excludes any properly replaced propeller title to which has, or should have, passed to the Lessee pursuant to the Operating Lease.

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6 Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

"**Security Trustee**" means Crédit Agricole Corporate and Investment Bank acting in its capacity as security trustee.

"**State of Incorporation**" means, with respect to the Lessee, India

"**Subsidiary**" means

- (a) in relation to any reference to accounts, any company whose accounts are consolidated with the accounts of the Lessee in accordance with accounting principles generally accepted under accounting standards of the State of Incorporation,
- (b) for any other purpose an entity from time to time
 - (i) of which another has direct or indirect control of the management of such entity or owns directly or indirectly more than fifty per cent (50%) of the voting share capital, or
 - (ii) which is a direct or indirect subsidiary of another under the laws of the jurisdiction of its incorporation.

"**Tax Indemnities**" means the Lessor, the Owner and the Banks

"**Warranty Proceeds**" means, in respect of the Aircraft, the proceeds of all claims made under, or any other monies paid in relation to, the warranties relating to the Airframe and/or the Engines

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Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

Not applicable

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

Continuation page

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

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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

- 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

Not applicable

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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 

X

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

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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 Oliver Dearie

Company name Clifford Chance LLP
via CH London Counter

Address 10 Upper Bank Street

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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



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. 49

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LESSEE ASSIGNMENT DATED 4
NOVEMBER 2010 AND CREATED BY JET AIRWAYS (INDIA)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO INVESTEC INTERNATIONAL
LIMITED AND/OR ANY INDEMNITEE AND/OR TAX
INDEMNITEE 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 9 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES