

OS MG01

Particulars of a mortgage or charge by an overseas company



IRIS
LASERFORM

104558/13.

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

WEDNESDAY



LFCZUPD7

LD3

24/11/2010

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COMPANIES HOUSE

For official use

1

Overseas company details

Company number

F C 0 2 5 9 1 0

Company name in full

Jet Airways (India) Limited
(the "Chargor")

S 2

→ 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

d1 d9 m1 m1 y2 y0 y1 y0

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 928 (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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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

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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

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Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

"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 19 November 2010 entered into between the Lessee, the Lessor, Avions de Transport Régional and the Security Trustee

"Assigned Reinsurances" means any and all contracts or policies of reinsurance (other than third party liability insurance) required pursuant to the Operating Lease to be taken out or maintained in respect of, or in relation to, the Aircraft or any part thereof

"Certificate of Acceptance" means the certificate of acceptance dated 19 November 2010 executed by the Lessee upon delivery of the Aircraft

"Collateral" means all of the Chargor's present and future right, title and interest (whether contractual, proprietary or of any other kind and including the right to sue for damages other than any returned premiums) under or in connection with the Reinsurance Proceeds

"Delivery Date" means 19 November 2010

"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.

"India Deregistration Power of Attorney" means the power of attorney from the Lessee in relation to the Aircraft dated 19 November 2010

"Irish Agreement" means the agreement dated 19 November 2010 between the Lessor and the Owner in respect of the Aircraft

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Short particulars of all the property charged

Please give the short particulars of the property charged

Short particulars

"Irrevocable De-Registration & Export Request Authorisation"
means the irrevocable de-registration & export request authorisation from
the Lessee in relation to the Aircraft dated 19 November 2010

"Lessee" means Jet Airways (India) Limited

"Lessee Assignment" means the lessee assignment dated 19 November
2010 between the Lessee and the Lessor in respect of the Aircraft.

"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
entered into or, as the case may be, to be entered into, by the parties
thereto

"Operating Lease" means the aircraft operating lease agreement
dated 12 November 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.

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6	Short particulars of all the property charged
	Please give the short particulars of the property charged
Short particulars	<p>"Propeller" means whether or not for the time being installed on the Aircraft:</p> <p>(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</p> <p>(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,</p> <p>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.</p> <p>"Reinsurance Proceeds" means all proceeds of claims under the Assigned Reinsurances and all other amounts payable to the Chargor under or in respect of the Assigned Reinsurances, including damages for breach but excluding any return of premiums</p> <p>"Security Trustee" means Crédit Agricole Corporate and Investment Bank acting in its capacity as security trustee</p>

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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

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 Clifford Chance LLP 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
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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. 52**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LESSEE ASSIGNMENT DATED 19
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 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 24 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 NOVEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES