

MG01

Particulars of a mortgage or charge

230322 / 13



iris
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
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a
company. To do this, please
use form MG01s

FRIDAY



LD4 *L1D2KDA1* #96
13/07/2012
COMPANIES HOUSE

1

Company details

Company number

0 0 4 6 4 6 4 8

Company name in full

British Midland Airways Limited
(the "Assignor")

1 7 2

For official use

Filing 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

d0 d5 m0 m7 y2 y0 y1 y2

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Sub-Lease Security Assignment (the "Assignment") between the Assignor and
Whitney Leasing Limited (the "Assignee") relating to one (1) Airbus A319-
100 aircraft bearing manufacturer's airframe serial number 2466 and
United Kingdom registration mark G-DBCF

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Please see continuation page

Capitalised terms used but not otherwise defined
herein have the respective meanings given to them
in the continuation pages.

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

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 Whitney Leasing Limited

Address 29 Richmond Road, Pembroke HM-08, Bermuda

Postcode

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

(please see continuation page)

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

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 Nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X White & Cone LLP X

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

MG01

Particulars of a mortgage or charge



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 David Wright

Company name White & Case LLP

Address 5 Old Broad Street

Post town London

County/Region London

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 020 7532 2355



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 the original deed 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 mortgagee or 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 mortgaged or 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 mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales

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

For companies registered in 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)

For companies registered in 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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Any and all monies, liabilities and obligations (whether actual or contingent, whether existing on the date of the Assignment or thereafter arising, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) which are from the date of the Assignment or which may at any time and from time to time thereafter be due, owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by the Assignor under the Head Lease and/or any of the other Operative Documents and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them (the "**Secured Obligations**")

✓
O

6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Assignment and Charge</p> <p>The Assignor, with full title guarantee, as continuing security for the payment, performance and discharge of the Secured Obligations</p> <ul style="list-style-type: none"> (i) assigned absolutely, and agreed to assign absolutely, by way of first priority legal assignment, the Assigned Property to and in favour of the Assignee, and ii) charged in favour of the Assignee, by way of first fixed charge, the Assigned Property to the extent not effectively assigned by way of first priority legal assignment as contemplated under (i) above. <p>Negative Pledge</p> <p>The Assignor covenanted and undertook to the Assignee that it shall not sell, assign, pledge, charge or otherwise create any Security Interest over, or knowingly consent to the creation of any Security Interest over, any of its rights, title, benefits, claims and interest in, to, under or in respect of the Assigned Property to anyone other than the Assignee pursuant to the Assignment</p> <p>Definitions</p> <p>"Aircraft" means the Airframe, the two (2) Engines, the Parts and the Aircraft Documentation, collectively As the context requires, "Aircraft" may also mean the Airframe, any Engine, any Part, the Aircraft Documentation or any part thereof individually</p> <p>"Aircraft Documentation" means all (a) log books, Aircraft records, manuals and other documents provided to the Assignor in connection with the Aircraft, (b) documents listed in Exhibits J and L of the Head Lease and (c) any other documents to be maintained by the Assignor during the Lease Term as required by the Aviation Authority, the Assignor's Maintenance Program and the Head Lease.</p> <p>"Airframe" means the airframe described in Exhibit A of the Head Lease together with all Parts relating thereto (except Engines or engines), being an Airbus A319-100 airframe with manufacturer's serial number 2466</p> <p>"Assigned Property" means all of the Assignor's rights, title and interest (present and future, actual and contingent, whether contractual, proprietary or of any other kind including the right to compel performance and to sue for damages), of the Assignor <u>in, to, under</u> and/or in respect of the <u>Sub Lease</u></p> <p>"Aviation Authority" means the Civil Aviation Authority of the United Kingdom or any Government Entity which under the Laws of the United Kingdom from time to time has control over civil aviation or the registration, airworthiness or operation of aircraft in the</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>United Kingdom If the Aircraft is registered in a country other than the United Kingdom, "Aviation Authority" means the agency which regulates civil aviation in such other country</p> <p>"Delivery" means the delivery of the Aircraft from the Assignee to the Assignor pursuant to articles 3 and 6 of the Head Lease</p> <p>"Delivery Date" means the date on which Delivery took place</p> <p>"Engine" means (a) each of the engines listed on the Estoppel and Acceptance Certificate, (b) any replacement engine acquired by the Assignee and leased to the Assignor pursuant to article 18 5 of the Head Lease following a total loss of an Engine and (c) all Parts installed in or on any of such engines at Delivery (or substituted, renewed or replacement Parts installed in accordance with the Head Lease) so long as title thereto is or remains vested in the Assignee in accordance with the terms of article 12 4 of the Head Lease</p> <p>"Estoppel and Acceptance Certificate" means the estoppel and acceptance certificate given by the Assignor to the Assignee at Delivery</p> <p>"Expiration Date" means the date on which the Assignor is required to redeliver the Aircraft to the Assignee in the condition required by the Head Lease on the last day of the leasing of the Aircraft under the Head Lease</p> <p>"Government Entity" means any (a) national, state or local government, (b) board, commission, department, division, instrumentality, court, agency or political subdivision thereof and (c) association, organization or institution of which any of the entities listed in (a) or (b) is a member or to whose jurisdiction any such entity is subject.</p> <p>"Head Lease" means the aircraft lease agreement between the Assignor, as lessee, and the Assignee, as lessor, on the terms of the Original Head Lease as novated, amended and supplemented by the Head Lease Novation</p> <p>"Head Lease Novation" means the aircraft lease novation and amendment agreement dated 25 May 2005 between the Original Lessor, as existing lessor, the Assignor, as lessee, and the Assignee, as new lessor, in respect of the novation and amendment of the Original Head Lease</p> <p>"Law" means any (a) statute, decree, constitution, regulation, order or any directive of any Government Entity, (b) treaty, pact, compact or other agreement to which any Government Entity is a signatory or party, (c) judicial or administrative interpretation or application of any of the foregoing or (d) any binding judicial precedent having the force of law</p> <p>"Lease Term" means the term of leasing commencing on the Delivery Date and terminating on the Expiration Date</p> <p>"Maintenance Program" means the Assignor's maintenance program as approved by the</p>	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Aviation Authority or such other maintenance program as the Assignee may, in its absolute discretion, accept in writing from time to time</p> <p>“Operative Documents” means the Head Lease, any side letters thereto and any other documentation in connection with the leasing of the Aircraft from the Assignee</p> <p>“Original Head Lease” means the aircraft lease agreement dated 12 December 2003 between the Assignor, as lessee, and the Original Lessor, as lessor, relating to the aircraft with manufacturer’s airframe serial number 2466 and United Kingdom registration mark G-DBCF</p> <p>“Original Lessor” means International Lease Finance Corporation</p> <p>“Part” means any part, component, appliance, system module, engine module, accessory, material, instrument, communications equipment, furnishing, Assignor-furnished or Assignee-purchased equipment or other item of equipment (other than complete Engines or engines or the APU) for the time being installed in or attached to the Airframe, any Engine or the APU or which, having been removed from the Airframe, any Engine or the APU, remains the property of the Assignee</p> <p>“Security Interest” means any encumbrance or security interest, however and wherever created or arising including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, pledge, charge, encumbrance, lease, lien, statutory or other right in rem, hypothecation, title retention, attachment, levy, claim or right of possession or detention</p> <p>“Sub Lease” means the aircraft sub lease agreement entered into or to be entered into between the Assignor, as lessor, and the Sub Lessee, as sub lessee, dated 13 June 2012, relating to the sub leasing of the Aircraft</p> <p>“Sub Lessee” means British Airways Plc</p>	



FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 464648

CHARGE NO. 172

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUB-LEASE SECURITY
ASSIGNMENT DATED 5 JULY 2012 AND CREATED BY BRITISH
MIDLAND AIRWAYS LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 13 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2012

P



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES