

105612/13  
**MG01**

Particulars of a mortgage or charge



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  
particulars of a charge for a  
company. To do this, please  
form MG01s

WEDNESDAY



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LD4

04/05/2011

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COMPANIES HOUSE

**1 Company details**

Company number 0 0 4 6 4 6 4 8

Company name in full BRITISH MIDLAND AIRWAYS LIMITED ("Lessee")

11661

→ **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 01 03 00 04 02 00 01 01

**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 Aircraft Lease Agreement between Lessee and NBB-28594 LEASE PARTNERSHIP  
("Lessor") relating to one (1) Boeing 737-300 aircraft, bearing  
manufacturer's serial number 28594 (the "Lease Agreement")

**4 Amount secured**

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

Amount secured

Performance by Lessee of its obligations under the  
Lease Agreement and the other Lessee's Documents.

Unless defined elsewhere on this Form MG01, please  
see the attached MG01 continuation page in section  
6 (Short Particulars of all the property charged)  
of this form for the defined terms which are used  
throughout this Form MG01 (including in such  
continuation page)

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

### Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
<b>Short particulars</b>	<p>In the event that any court or other Governmental Entity shall ever determine that Lessee has any rights in the Security, Lessee pledged and assigned to Lessor and granted Lessor a first priority security interest in and a charge over the Security.</p> <p>The Lease Agreement contains covenants for further assurance and a negative pledge with respect to the Lessee's interests in the Lease Agreement</p> <p>Unless defined elsewhere on this Form MG01, please see the attached MG01 continuation page in section 6 (Short Particulars of all the property charged) of this form for the defined terms which are used throughout this Form MG01 (including in such continuation page)</p>	

# MG01

## Particulars of a mortgage or charge

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### 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

None

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### 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).

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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

# 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 Harpreet Jheeta

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town

County/Region Canary Wharf

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 4996



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

**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>"Acceptance Certificate" means the acceptance certificate dated 14 April 2011 signed by Lessee and Lessor in respect of the Aircraft</p> <p>"Aircraft" means that certain Boeing 737-300 aircraft bearing manufacturer's serial number 28594.</p> <p>"Affiliate" means, in respect of any person, any person directly or indirectly controlling, controlled by, or under common control with such first person, and a person shall be deemed to control another person if such first person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting securities, contract or otherwise</p> <p>"Collateral Agent" means any person notified to Lessee holding a Lien over the Aircraft or the Lease Agreement on behalf of the Lender (which may be the Lender itself).</p> <p>"Deregistration Power of Attorney" means the deregistration power of attorney substantially in the form of Schedule 6A of the Lease Agreement granted by Lessee in favour of Lessor in respect of the Aircraft</p> <p>"Governmental Entity" means (i) any national government, political subdivision thereof or local jurisdiction therein, (ii) any instrumentality, board commission, court or agency of any of the foregoing, however constituted, and (iii) any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any thereof is subject or in whose activities any of the above is a participant</p> <p>"Headlease" means any aircraft lease agreement between Owner as lessor and Lessor as lessee in respect of the Aircraft.</p> <p>"IDERA" means an Irrevocable De-Registration and Export Request Authorisation for the Aircraft substantially in the form of Schedule 6B of the Lease Agreement</p> <p>"Kumiai-in" means any person that from time to time is a party to the kumiai agreement pursuant to which Owner is organised</p> <p>"Lender" means one or more banks or financial institutions or other persons notified in writing to Lessee that may from time to time provide financing directly or indirectly to any Lessor Party or any Affiliate of any thereof in relation to Owner's or Lessor's acquisition, continuing ownership or leasing of the Aircraft and shall include any Collateral Agent and person acting as agent for one or more Lenders</p> <p>"Lessee's Documents" means the Lease Agreement, the Acceptance Certificate, the Deregistration Power of Attorney, the IDERA (if any), any confirmation of the assignment of warranties signed by Lessee in respect of the Aircraft, any acknowledgment of the Security Documents signed by Lessee and all notices, consents, certificates, confirmations and other documents from time to time issued or entered into by Lessee pursuant to or in connection with any thereof</p> <p>"Lessor Party" means Owner, Lessor, the Managing Partner and each Kumiai-</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>in</p> <p>"Lien" means any mortgage, charge, pledge, lien, right of detention, right of set off (but excluding any right of set off arising in favour of a banker by operation of law), right of de-registration or export, international interest, national interest or any encumbrance or security interest whatsoever, howsoever created or arising</p> <p>"Managing Partner" means NBB Fairy Co., Ltd.</p> <p>"Owner" means the Lessor or any other person in compliance with Clause 18.2(a)(1) and (111) of the Lease Agreement notified by Lessor to Lessee from time to time in writing as the owner of the Aircraft.</p> <p>"Performance Amount" means US\$210,000</p> <p>"Security" means the Performance Amount and any other payments made by Lessee under Clause 6.2 of the Lease Agreement (which shall include any payment that Lessee is required to make from time to time in order to restore the Performance Amount to the amount of US\$210,000)</p> <p>"Security Documents" means any and all assignments by way of security or mortgage entered into (1) by any Lessor Party or any Affiliate thereof of any or all of such person's right, title and interest in the Aircraft, the Lease Agreement, the Headlease (if any) and/or the other Lessee's Documents from time to time granted by such person in favour of any Lender or (11) by Lessor in favour of Owner and, in any case, notified in writing to Lessee</p>	



## **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. 166**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN AIRCRAFT LEASE AGREEMENT  
DATED 13 APRIL 2011 AND CREATED BY BRITISH MIDLAND  
AIRWAYS 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 25 OF THE COMPANIES ACT 2006 ON THE 4  
MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 MAY 2011

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES