

MG01.

Particulars of a mortgage or charge

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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 Scottish company. To do this, please use form MG01s.

THURSDAY



\*LWGYNFHE\*

LD6

03/12/2009

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COMPANIES HOUSE

1

**Company details**

Company number 0 0 4 4 4 3 5 9

Company name in full Thomson Airways Limited

5 2 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 d1 d8 m1 m1 y2 y0 y0 y9

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 dated 18 November 2009 among Thomson Airways Limited (as "Assignor") and Wells Fargo Bank Northwest, National Association (as "Assignee") relating to one (1) Rolls-Royce RB211-535 engine bearing MSN 30742 (the "Security Assignment").

4

**Amount secured**

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

Amount secured

Any and all moneys liabilities and obligations (whether actual or contingent, whether now existing or thereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) from time to time owing to the Assignee, any Indemnatee (as defined in the Head Lease) or any Owner Indemnatee (as defined in the Sub-Lease) by the Assignor pursuant to the Operative Documents (the "Secured Obligations")

**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 Wells Fargo Bank Northwest, National Association

Address 299 South Main Street, 12th Floor

Salt Lake City, Utah, United States

Postcode 8 4 1 1 1

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

The Assignor with full title guarantee has assigned and agreed to assign absolutely the Assigned Property to and in favour of the Assignee in order to secure the full and punctual payment, performance and discharge of all the Secured Obligations.

If the Assignee is satisfied that the Secured Obligations shall have been fully and finally paid, performed and discharged, the Assignee shall, at the cost and request of the Assignor, reassign to the Assignor, without recourse or warranty, such right, title and interest, if any, as the Assignee may then have in and to the Assigned Property and shall execute such documents as the Assignor may reasonably require in order to effect such re-assignment.

Notwithstanding any provision of any Operative Document, the Assignor shall at all times remain liable to perform all obligations expressed to be assumed by it under, or in respect of, the Assigned Property, and nothing herein contained and no exercise by the Assignee of any rights under the Assignment or any other Operative Document shall constitute or be deemed to constitute an assumption or acceptance by the Assignee of any obligation of the Assignor.

The Assignor thereby acknowledged to the Assignee that the amounts and obligations secured by the Assignment and in respect of which the Assignment and the security thereby created is enforceable are the full amounts and entire obligations in respect of the Secured Obligations for the time being and from time to time and thereby covenanted with the Assignee that the property thereby assigned was so assigned for the full payment, performance and discharge of the Secured Obligations for the time being and from time to time.

The Security Assignment contains covenants for further assurance and a negative pledge.

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## 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

#### DEFINITIONS

In this Form MG01:

**"Assigned Property"** means:

(a) the Assigned Sub-Lease Property; and

(b) 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 therefor.

**"Assignment"** means the Security Assignment.

**"Assigned Sub-Lease Property"** means all moneys of whatsoever nature payable to or for the benefit of the Assignor under the Sub-Lease, and/or the Consent and Subordination Agreement and all other rights and benefits whatsoever accruing to the Assignor under the Sub-Lease and/or the Consent and Subordination Agreement, including, without limitation, the rights to compel performance by the Sub-Lessee of its obligations in relation thereto and all claims for damages in respect of any breach by the Sub-Lessee under the Sub-Lease and/or the Consent and Subordination Agreement.

**"Consent and Subordination Agreement"** means the subordination agreement dated 18 November 2009 between Assignor, Assignee and Sub-Lessee in respect of the Sub-Lease.

**"Engine"** means one (1) Rolls-Royce RB211-535 engine with msn 30742.

**"Head Lease"** means the lease agreement dated 1<sup>st</sup> December 2003 and made between GE Capital Aviation Services Limited as lessor and First Choice Airways Limited ("FCA"), as lessee as novated and amended by the deed of novation and amendment dated 28 September 2006 and made between GE Capital Aviation Services Limited (formerly known as GE Commercial Aviation Services Limited), the Owner and FCA and as novated and amended by the deed of novation and amendment dated 3 October 2008 and made between the Owner of that Engine, FCA, as lessee and Assignor as the same may be further amended, supplemented and novated from time to time.

**"Indemnitee"** means the Owner, Deutsche Bank Trust Company Americas, Blade Engine Securitization Limited, Phoenix American Financial Services Inc, Blade Holdings S.à.r.l., GE Capital Aviation Services Limited, GE Capital Aviation Services, LLC, General Electric Capital Corporation, and each of their respective successors and permitted assigns and their respective shareholders, members, beneficial interest owners, affiliates, trustees, servants, representatives, subcontractors, indemnitees, subsidiaries, directors, officers, agents and employees and in the case of a trustee or security trustee the institution acting as such in its individual capacity.

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Operative Documents" means, collectively, the "Operative Documents" as such term is defined in the Head Lease and the "Operative Documents" as such term is defined in the Sub-Lease and/or any other agreement, instrument or other document entered into in connection with the Head Lease or the Sub-Lease as the case may be.

"Owner" means the Assignee (not in its individual capacity but solely as owner trustee).

"Owner Indemnatee" means the Owner, Deutsche Bank Trust Company Americas, Blade Engine Securitization Limited, Phoenix American Financial Services Inc, Blade Holdings S.à.r.l., GE Capital Aviation Services Limited, GE Capital Aviation Services, LLC, General Electric Capital Corporation, and each of their respective successors and permitted assigns and their respective shareholders, members, beneficial interest owners, affiliates, trustees, servants, representatives, subcontractors, indemnitees, subsidiaries, directors, officers, agents and employees and in the case of a trustee or security trustee the institution acting as such in its individual capacity.

"Sub-Lease" means the aircraft specific lease agreement between Assignor and Sub-Lessee dated 18 November 2009.

"Sub-Lessee" means Skyservice Airlines Inc. a Canadian corporation whose address and principal place of business is at 31 Fasken Drive, Toronto, Ontario, M9W 1K6.

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## 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

None

### 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 866).

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 870). 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 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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## 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 Mary Sutton/70-40455428

Company name Clifford Chance LLP

Address via CH London Counter

10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 J J

Country England

DX 149120 Canary Wharf 3

Telephone 020 7006 2290



### 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:

- [Y] The company name and number match the information held on the public Register.
- [Y] You have included the original deed with this form.
- [Y] You have entered the date the charge was created.
- [Y] You have supplied the description of the instrument.
- [Y] You have given details of the amount secured by the mortgagee or chargee.
- [Y] You have given details of the mortgagee(s) or person(s) entitled to the charge.
- [Y] You have entered the short particulars of all the property mortgaged or charged.
- [Y] You have signed the form.
- [Y] 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, 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](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)



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

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

COMPANY NO. 444359  
CHARGE NO. 52

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUB-LEASE SECURITY  
ASSIGNMENT DATED 18 NOVEMBER 2009 AND CREATED BY  
THOMSON AIRWAYS LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO WELLS  
FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, ANY  
INDEMNITEE, OR ANY OWNER INDEMNITEE 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 3 DECEMBER  
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER  
2009

*R. Selb.*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES