

MG01

Particulars of a mortgage or charge

000408/13



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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
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

MONDAY



LFZSLP45

LD3

15/11/2010

13

COMPANIES HOUSE

1

Company details

Company number

0 0 4 4 4 3 5 9

Company name in full

Thomson Airways Limited (the "Sub-Lessee")

For official use

54

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

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Date of creation of charge

Date of creation

d2 d6 m1 m0 y2 y0 y1 y0

3

Description

Description

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

A Security Assignment between the Sub-Lessee, RBS Aerospace Limited, TUI
Aviation GmbH, and Sunwing Airlines Inc. dated 26 October 2010, relating
to the sub-sub-lease of the Aircraft (the "**Security Assignment**")

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Amount secured

Amount secured

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

the full amount of the Secured Obligations for the
time being and from time to time outstanding

Please refer to the the attached "Amount Secured"
continuation page for a definition of Secured
Obligations.

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 (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	RBS Aerospace Limited ✓
Address	IFSC House, IFSC, Dublin 1, Ireland
Postcode	N / A
Name	
Address	
Postcode	

Continuation page

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

6**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

Pursuant to the Security Assignment, the Sub-Lessee assigned and agreed to assign, by way of first-ranking security, full legal and beneficial title to the Sub-Lessee Assigned Property with full title guarantee absolutely and unconditionally to the Lessor in order to secure the payment performance and discharge in full of all of the Secured Obligations (but subject to redemption upon payment and discharge in full of the Sub-Lessee's Secured Obligations to the satisfaction of the Lessor and provided that no Event of Default (as defined in the Lease Agreement) shall have occurred and be continuing)

Pursuant to the Security Assignment, the Sub-Lessee has undertaken that

- a) it will not create or attempt to create any Security Interest in respect of the Assigned Property or the debts, revenues, claims, assets, rights, remedies, benefits and interests hereby assigned both present and future or any part thereof or interest therein or sell, assign, discount, transfer or otherwise dispose of any of the same or attempt or agree so to do
- b) that at any time and from time to time upon the reasonable request of the Lessor it will, at its own cost and expense, execute, perfect, do, and (if required) register every such further assurance, document, act or thing which the Lessor may specify, acting reasonably, with a view to
 - i) perfecting or giving effect to or ensuring the priority of any assignment or security created or intended to be created by the Security Assignment including as a consequence of the Cape Town Convention being or becoming applicable Law in relation to the Assignor, the Aircraft or any of the Engines, or
 - ii) facilitating the exercise, or the proposed exercise, of any of the Lessor's powers under the Security Assignment

For definitions, please refer to the attached "short particulars of all the property mortgaged or charged" continuation page

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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 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).

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Signature

Please sign the form here

Signature

Signature

 **Córa McCormack**
Attorney in Fact

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

CHFP025

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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 Nicola Pierce

Company name RBS Aerospace Limited

Address IFSC House, IFSC, Dublin

Post town Dublin 1

County/Region Ireland

Postcode N / A

Country

DX

Telephone 00 353 1 859 9060



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

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Secured Obligations" means</p> <ul style="list-style-type: none"> i) the Sub-Lessee's obligation to pay to the Lessor all moneys, and discharge all obligations and liabilities, now or hereafter due, owing or incurred in any currency, actually or contingently, solely or jointly and/or severally with another or others as principal or surety on any account whatsoever pursuant to the Sub-Lease Agreement and the Sub-Lease Subordination Agreement and the Security Assignment, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Sub-Lessee (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Sub-Lessee) of any of its obligations under the Sub-Lease Agreement, Sub-Lease Subordination Agreement and the Security Assignment when they become due for payment or discharge and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them, and ii) the Sub-Sub-Lessee's obligation to pay to the Lessor all moneys, and discharge all obligations and liabilities, now or hereafter due, owing or incurred in any currency, actually or contingently, solely or jointly and/or severally with another or others as principal or surety on any account whatsoever pursuant to the Sub-Sub-Lease Agreement and the Sub-Sub-Lease Subordination Agreement and the Security Assignment, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Sub-Sub-Lessee (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Sub-Sub-Lessee) of any of its obligations under the Sub-Sub-Lease Agreement, Sub-Sub-Lease Subordination Agreement and the Security Assignment when they become due for payment or discharge and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them <p>Please refer to the attached "short particulars of all the property mortgaged or charged" continuation page for further definitions</p>	

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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	<p style="text-align: center;"><u>Definitions</u></p> <p>"Aircraft" means one (1) Boeing 737-800 Aircraft with MSN 35137 ✓</p> <p>"Assigned Document" means the Sub-Sublease Agreement,</p> <p>"Assigned Property" means (i) the Sub-Lessee Assigned Property and (ii) the Sub-Sub-Lessee Assigned Property</p> <p>"Assignor" means the Sub-Lessee</p> <p>"Cape Town Convention" means the Convention on International Interests in Mobile Equipment signed in Cape Town, South Africa on 16 November 2001</p> <p>"Compulsory Acquisition" means requisition of title or other compulsory acquisition, restraint, detention, forfeiture, appropriation, expropriation, deprivation or confiscation for any reason of the Aircraft, any Engine or any Part by any Government Entity or other competent authority whether <i>de jure</i> or <i>de facto</i> but shall exclude requisition for use or hire not involving requisition or title</p> <p>"Delivery Date" means 30 January 2008</p> <p>"Engines" means, whether or not for the time being installed on the Aircraft</p> <p>a) The engines specified in Schedule 6 (<i>Description of the Aircraft</i>) of the Lease Agreement, or</p> <p>b) Any engine which has replaced that engine, title to which has or should have passed to Lessor in accordance with the Lease Agreement</p> <p>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 Lessee pursuant to the Lease Agreement</p> <p>"Event of Default" means any event or circumstance specified in clause 19 (<i>Events of Default</i>) in the Lease Agreement</p> <p>"Insurance Proceeds" means all proceeds of claims under the Insurances and all other amounts payable to the Sub-Sub-Lessee under or in respect of the Insurances, including damages for breach and return of premium</p> <p>"Insurances" means all policies of insurance from time to time effected or required to be maintained pursuant to the Sub-Sublease Agreement with respect to the physical loss of or damage to the Aircraft</p> <p>"Law" includes common or customary law and any constitution, decree, judgement, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law, but, if not having the force of law, the compliance with which is in accordance with the general practice of Persons to whom the directive, regulation, request or requirement is addressed)</p> <p>"Lease Agreement" means the aircraft lease agreement date 28 January 2008 between the Lessor and the Lessee pursuant to which the Lessor agreed to lease to the Lessee and the Lessee agreed to lease from the Lessor for the period and upon the terms and conditions therein, the Aircraft</p> <p>"Lessee" means TUI Aviation GmbH, a company incorporated under the laws of Germany and having its principal place of business at Kark-Wiechert-Allee, 4 30625 Hannover, Germany</p> <p>"Lessor" means RBS Aerospace Limited, a company incorporated under the laws of Ireland, whose registered office is at IFSC House, IFSC, Dublin 1, Ireland</p>

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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	<p>"Part" means, whether or not for the time being installed on the Aircraft</p> <p>a) Any component, furnishing or equipment (other than a complete Engine) furnished with the Aircraft on the Delivery Date, and</p> <p>b) Any other component, furnishing or equipment (other than a complete Engine) title to which has, or should have, passed to Lessor pursuant to the Lease Agreement but excludes any such items, title to which has, or should have, passed to the Lessee pursuant to the Lease Agreement</p> <p>"Proceeds" means (i) the Insurance Proceeds and (ii) all proceeds of the Assigned Property from time to time, in whatever form they may be, including, without limitation, (a) all amounts from time to time standing to the credit of any account into which such proceeds may be paid and (b) any substitute asset or produce of such proceeds</p> <p>"Requisition Compensation" means all moneys or other compensation payable by reasons of any Compulsory Acquisition or requisition for hire of the Aircraft or any part thereof</p> <p>"Security Interest" means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, right of set-off or any other agreement or arrangement having the effect of conferring security</p> <p>"Sub- Lessee's Secured Obligations" means the Sub-Lessee's obligation to pay to the Lessor all moneys, and discharge all obligations and liabilities, now or hereafter due, owing or incurred in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety on any account whatsoever pursuant to the Sub-Lease Agreement, the Sub-Lease Subordination Agreement and the Security Assignment, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Sub-Lessee (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Sub-Lessee) of any of its obligations under the Sub-Lease Agreement, Sub- Lease Subordination Agreement and the Security Assignment when they become due for payment or discharge and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them</p> <p>"Sub-Lessee Assigned Property" means all the Sub-Lessee's present and future right, title and interest (whether contractual, proprietary or any other kind and including the right to sue for damages and any returned premium) under or in connection with</p> <p>a) the Assigned Document, and</p> <p>b) the Proceeds</p> <p>including, without limitation, all moneys of whatsoever nature paid or payable to the Sub-Lessee thereunder, all rights of the Sub-Lessee to compel performance of obligations thereunder or in relation thereto and all claims for damages in respect of any breach thereof and all other proceeds relating to or arising from any of the above and all cash and other property at the time and from time to time receivable or distributable in respect of or in exchange therefor</p> <p>"Sub-Sublease Agreement" means the sub-lease agreement dated 26 October 2010 between the Sub-Lessee as lessor and the Sub-Sub-Lessee as lessee, pursuant to which the Sub-Lessee agreed to lease and the Sub-Sub-Lessee agreed to take on lease for the period and upon the conditions contained therein, the Aircraft</p> <p>"Sub-Sub-Lease Subordination Agreement" means the subordination agreement dated 26 October 2010 between the Lessor, the Lessee, the Sub-Lessee and the Sub-Sub-Lessee in respect of the Sub-Sublease Agreement</p> <p>"Sub-Sub-Lessee" means Sunwing Airlines Inc , a corporation incorporated in Ontario, Canada and whose registered office and principal place of business is at 27 Fasken Drive, Toronto, Ontario, Canada, M9W 1K6</p>	

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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

"Sub-Sub-Lessee Assigned Property" means all the Sub-Sub-Lessee's present and future right, title and interest (whether contractual, proprietary or of any other kind and including the right to sue for damages and any returned premium) under or in connection with the Insurance Proceeds and/or any Requisition Compensation



FILE COPY

P.

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. 54**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
26 OCTOBER 2010 AND CREATED BY THOMSON AIRWAYS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO RBS AEROSPACE LIMITED 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 15 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 NOVEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES