

MR01

Particulars of a charge

048520 / 13

WEDNESDAY



A25

A2Z4772Y

08/01/2014

COMPANIES HOUSE

#172

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number 06693993

Company name in full 51 NORTH LIMITED

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 Charge creation date

Charge creation date 23/12/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name CIT FINANCE LLC

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ^o

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^o This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

No Image Available

X *Nash, Fung & Wilkins LLP* X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	Andrew Harper
Company name	Watson, Farley & Williams LLP
Address	15 Appold Street
Post town	London
County/Region	
Postcode	E C 2 A 2 H B
Country	UK
DX	
Telephone	



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 instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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

MR01 - continuation page

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Description



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6693993

Charge code: 0669 3993 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2013 and created by 51 NORTH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th January 2014.

Given at Companies House, Cardiff on 13th January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

10

Execution Version

Dated 13 December 2013

51 NORTH LIMITED
as Assignor

and

CIT FINANCE LLC
as Lender

We hereby certify this document to be a true
copy of the original

Watson, Farley & Williams LLP
Watson, Farley & Williams LLP
15 Appold Street
London EC2A 2HB
United Kingdom

OPERATOR SECURITY ASSIGNMENT
relating to
one (1) Gulfstream G550 aircraft
bearing manufacturer's serial number 5151

Watson Farley & Williams

Index

Clause	Page
1 Interpretation	1
2 Acknowledgment	3
3 Assignment	3
4 Representations And Warranties	4
5 Covenants and Undertakings	5
6 Rights, Obligations and Liabilities	6
7 Default and Remedies	7
8 Powers of Receiver	8
9 Third Parties	9
10 Continuing Security	9
11 Perpetuity Period	10
12 Enforcement of Security	11
13 Delegation by the Lender	11
14 Power of Attorney	11
15 Expenses and Indemnities	12
16 Successors in Title	12
17 Miscellaneous Provisions	12
18 Remedies and Waivers	13
19 Amendments	13
20 Third Party Rights	13
21 Governing Law	13
22 Enforcement	13
23 No Assumption of Obligations	14
24 Further Assurances	14
Schedules	
Schedule 1 Notice of Assignment of Insurances	15
Schedule 2 Acknowledgement of Assignment of Insurances	17
Schedule 3 Notice of Assignment of Requisition Compensation	18
Schedule 4 Acknowledgement of Assignment of Requisition Compensation	19
Execution	
Execution Page	20

THIS OPERATOR SECURITY AGREEMENT (the "Security Agreement" is made by way of deed on 23
December 2013

PARTIES

- (1) **51 NORTH LIMITED**, a limited liability company organised under the laws of England with its registered office at Farnborough Airport, Farnborough, Hampshire, GU14 6XA (the "Assignor")
- (2) **CIT FINANCE LLC**, a limited liability company organized and validly existing under the laws of the State of Delaware, United States of America (the "Lender")

BACKGROUND

- (A) The Lender has assisted in the financing of the purchase of the Aircraft by the Borrower on and subject to the terms of the Facility Agreement
- (B) The Borrower and the Assignor have entered into an operations agreement dated December 2013 in respect of the Aircraft (the "Operations Agreement")
- (C) The Assignor as operator has agreed to execute this Agreement as security for the Secured Obligations

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 Definitions

In this Security Agreement (including its Recitals), terms have the following respective meanings

"Agreements" means the agreements or arrangements constituting the Assigned Property specified in the definition of Assigned Property

"Aircraft" means the one (1) Gulfstream G550 aircraft bearing manufacturer's serial number 5151 and Isle of Man registration mark M-HOTB (which term includes, where the context admits, a separate reference to all Engines, Parts and Aircraft Documents)

"Assigned Property" means all of the right, title and interest, present and future, of the Assignor in, to and under

- (a) the Insurance Property, and
- (b) the Requisition Compensation,

and in connection with the above

- (i) all claims, rights and remedies of the Assignor arising out of or in connection with a breach of or default under or in connection with any of the Agreements (including, without limitation, all damages and other compensation payable for or in respect thereof), and
- (ii) all rights of the Assignor to require, enforce and compel performance of all of the provisions of any of the Agreements, and otherwise to exercise all claims, rights and remedies thereunder, and all rights to give and receive notices, reports, requests and consents, to make demands, to exercise

discretions, options and elections thereunder and to take all other action thereunder, pursuant thereto or in connection therewith,

"Borrower" means Darwin Air Limited, a limited company incorporated under the laws of the Isle of Man with its registered office at International House, Castle Hill, Douglas, Isle of Man

"Event of Default Notice" means a notice of an Event of Default which is continuing issued by the Lender pursuant to any of the Finance Documents

"Facility Agreement" means the agreement in respect of the Aircraft dated 23 December 2013 between the Lender and the Borrower as amended from time to time

"Finance Documents" means this Deed, the Facility Agreement, each Security Document, the Operations Agreement, the Lease, the Maintenance Service Plan Contracts, the Tripartite Agreement, the Bill of Sale, the Warranty Agreements and any other document designated as such in writing by the Lender and the Borrower

"Insurance Property" means all of the proceeds of the Insurances and the benefits and claims under and in respect of the Insurances (but, for the avoidance of doubt, shall not include the contracts or policies of insurances themselves)

"Insurances" means all policies and contracts of insurance (other than third party liability insurances) effected from time to time in respect of or relating to the Aircraft or any part thereof

"Loss" means any losses, costs, charges, expenses, interest, fees, payments, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, adverse judgments, orders or other sanctions

"Obligor" means the Borrower, the Lessee and the Guarantor

"Other Agreement" means each aircraft facility agreement, secured debt financing agreement or any other agreement giving rise to any financial indebtedness and from time to time entered into between the Lender (or an affiliate of a Lender) and any Obligor (or any affiliate of an Obligor)

"Receiver" means any receiver or receiver and manager appointed by the Lender hereunder or under any statutory power

"Requisition Compensation" means any proceeds of requisition (whether for title, use, hire or otherwise) confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft or any part thereof

"Secured Obligations" means all moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Assignor or any Obligor 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 Facility Agreement, this Security Agreement or any Other Agreement, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Assignor or any Obligor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Assignor or any Obligor of any of its obligations under the Facility Agreement, this Security Agreement or any Other Agreement, and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them

"Security Interest" means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, right of set-off or any other agreement or arrangements having the relevant or conferring security

"Security Period" means the period commencing on the date hereof and terminating on the date upon which all of the Secured Obligations have been paid, performed and discharged in full to the sole satisfaction of the Lender

1.2 Interpretation

Except where the context otherwise requires, any references in this Security Agreement to

- (a) the Assignor and the Lender include references to the persons deriving title under or through them respectively,
- (b) any statutory provision shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment,
- (c) Clauses or schedules are, unless otherwise specified, references to Clauses of, and Schedules to, this Security Agreement,
- (d) any agreement or document (including, without limitation, references to this Security Agreement) shall be deemed to include references to a concession, contract, deed, franchise, licence, treaty or undertaking and to such agreement or other document as varied, supplemented, novated or replaced from time to time,
- (e) persons shall be deemed to be references to or to include, as appropriate, any individual, corporation, association, partnership or other entity and includes their respective successors, transferees, assigns and any persons with whom they may at any time amalgamate, and
- (f) winding up includes bankruptcy and any procedure under any applicable law which is analogous to winding up or bankruptcy

1.3 Headings

Headings and the table of contents are for ease of reference only and shall not affect the interpretation of this Security Agreement

2 ACKNOWLEDGMENT

The Assignor acknowledges that it is aware of the financing arrangements between the Borrower and the Lender and that the amount secured by this Security Agreement and the security hereby created is enforceable in respect of the full amount of the Secured Obligations, it being understood however that the Lender's recourse against the Assignor is limited to the proceeds arising out of any enforcement of the security hereby created in respect of the Assigned Property

3 ASSIGNMENT

3.1 Assignment

The Assignor hereby assigns the Assigned Property, absolutely and with full title guarantee (by way of security), to and in favour of the Lender, in order to secure the payment, performance and discharge in full of all the Secured Obligations

3.2 Re-Assignment

- (a) If the Borrower shall have unconditionally and irrevocably repaid to the Lender in full to the satisfaction of the Lender all amounts hereby secured on or before the date of such request, and provided that no Event of Default shall have occurred and be continuing at the date of

such request, the Lender shall (at the request of the Borrower or the Assignor and at the cost of the Borrower) re-assign to the Assignor (subject to Clause 10.6 (*Conditional Discharge*)) the rights, title, benefit and interest in and to the Assigned Property hereby assigned, and shall execute such notices and directions to such other persons as the Assignor may reasonably require in order to give effect to such re-assignment

- (b) Notwithstanding the provisions of sub-clause (a) above, the Lender shall, following discharge in full of the Secured Obligations to the extent relating to the Aircraft, at the request of the Borrower or the Assignor and at the cost of the Borrower, do such acts and execute such documents as the Assignor may reasonably require in order to release and discharge this assignment (subject to Clause 10.6 (*Conditional Discharge*)) provided that at such time no Default shall have occurred and be continuing

3.3 Nature of Security Interests

The parties hereto intend that this Security Agreement shall create and constitute an effective first-ranking fixed Security Interest over the Assigned Property wheresoever the same may be situate, and under and so far as effective under all applicable laws

4 REPRESENTATIONS AND WARRANTIES

The Assignor warrants and represents to the Lender that as at the date hereof and as at the Delivery Date

(a) Status

the Assignor is a company duly incorporated and validly existing under the laws of England and has the corporate power to own its assets and carry on its business as it is presently being conducted,

(b) Power and authority

the Assignor has the corporate power to enter into and perform, and has taken all necessary corporate action to authorise the entry into, delivery and performance of, this Security Agreement,

(c) Legal validity

this Security Agreement has been duly authorised, executed and delivered by the Assignor, and constitutes legal, valid and binding obligations of the Assignor, enforceable against the Assignor,

(d) Non-conflict

the entry into and performance by the Assignor of, and the transactions contemplated by, this Security Agreement, do not (i) conflict with any laws binding on the Assignor, or (ii) conflict with the constitutional documents of the Assignor, or (iii) conflict with or result in default under any document which is binding upon the Assignor or any of its assets to the extent or in a manner which is material in the context of the Assignor's obligations hereunder nor result in the creation of any Security Interest over any of its assets other than that constituted hereby,

(e) No Immunity

the Assignor is subject to civil commercial law with respect to its obligations under this Security Agreement, and neither the Assignor nor any of its assets is entitled to any right of immunity and the entry into and performance of this Security Agreement by the Assignor constitute private and commercial acts,

(f) **Obligations**

each of the Agreements constitutes, or shall when entered into constitute, valid and binding obligations of the Assignor, is in full force and effect and has not been varied or modified in any way or cancelled by the Assignor, and the Assignor is not in default thereunder,

(g) **No Assignment**

the Assignor has not assigned, charged, pledged or otherwise encumbered or disposed of any of its rights and benefits under any of the Agreements, and the Assigned Property is free from any Security Interest created by or through the Assignor other than this Security Agreement, and

(h) **Assigned Property**

with the Borrower's acknowledgement and consent the Assignor has the right to assign the Assigned Property

5 COVENANTS AND UNDERTAKINGS

5.1 Notices and Acknowledgements

The Assignor shall

(a) if the Assignor assumes obligations to procure Insurances pursuant to the Operations Agreement

(i) immediately execute and deliver to the addressee thereof the notice in the form set out in Schedule 1 (*Notice of Assignment of Insurances*),

(ii) use reasonable endeavours to procure to the Lender of the acknowledgment substantially in the form set out in Schedule 2 (*Acknowledgment of Assignment of Insurances*), duly executed by the addressee of the notice relating thereto within ten (10) Business Days of delivery of the notice, and

(b) in the event that the Aircraft is requisitioned, immediately following such requisition, immediately execute and deliver a notice (substantially in the form set out in Schedule 3 (*Notice of Assignment of Requisition Compensation*)) stating that the Requisition Compensation must be paid to the Lender to the relevant entity requisitioning the Aircraft or any constituent thereof (in so far as the same can be reasonably determined by the Assignor) and provide evidence of the delivery to, and obtain an acknowledgement of such notice substantially in the form set out in Schedule 4 (*Acknowledgement of Assignment of Requisition Compensation*) by, such entity and to the Lender within ten (10) Business Days of delivery of the notice

5.2 Continuing Covenants

The Assignor hereby covenants and undertakes throughout the Security Period

(a) at the cost of the Borrower, to take all steps reasonably requested by the Lender to preserve or protect the Assignor's interest and the interest of the Lender in the Assigned Property,

(b) to furnish to the Lender from time to time such information and reports regarding the Assigned Property as the Lender may reasonably request,

(c) to promptly deliver all cash, proceeds, cheques, drafts, orders and other instruments for the payment of money received by the Assignor on account of any Assigned Property in the form received (properly endorsed, but without recourse, for collection where required) to the

Lender and the Assignor agrees not to commingle any such collections or proceeds with its other funds or property, and agrees to hold the same upon an express trust for and on behalf of the Lender until delivered,

- (d) to do or permit to be done each and every act or thing which the Lender may from time to time require to be done for the purpose of enforcing in accordance with the provisions of this Security Agreement the Lender's rights granted pursuant hereto in respect of any of the Assigned Property and this Security Agreement. Notwithstanding the foregoing, the Lender agrees that if the Assignor advances funds to repair the Aircraft (or replace any part thereto) which advances are to be reimbursed from the Assigned Property and thereafter, but prior to reimbursement, the Assignor receives an Event of Default Notice, the Assignor is nonetheless entitled to be reimbursed from the proceeds of the Assigned Property and to retain such proceeds,
- (e) immediately to notify the Lender if (i) any payment due under any Agreement is not paid to the Assignor in full on the due date or (ii) the Assignor becomes aware of the occurrence of any event of default or termination event under any of the Agreements, and
- (f) immediately to deliver to the Lender a copy of any notice of termination of any Agreements or material notice in relation to financial obligations or matters issued by the Assignor or received by the Assignor to or from any person pursuant to or in connection with the Agreements

5.3 Negative Pledge

The Assignor hereby undertakes that throughout the Security Period it shall not without the prior written consent of the Lender

- (a) sell, assign, transfer or otherwise dispose of any of the Assigned Property or create, permit or suffer to exist any Security Interest upon or with respect to any of the Assigned Property except for this Security Agreement, or
- (b) agree to any amendment to, or give any consent, waiver, permission or approval under, any of the Agreements, or agree to any termination or cancellation of, or take any other action in connection with, any such Agreements

6 RIGHTS, OBLIGATIONS AND LIABILITIES

Notwithstanding anything to the contrary herein contained, the Assignor agrees with the Lender and for the benefit of the Lender that

- (a) the Assignor shall at all times remain liable to perform all the duties and obligations expressed to be assumed by it under the Agreements pursuant to the terms of the Agreements and in relation to the Assigned Property to the same extent as if this Security Agreement had not been executed,
- (b) the exercise by the Lender of any of the rights assigned hereunder in accordance with the provisions of this Security Agreement shall not release the Assignor from any of its duties or obligations in relation to the Assigned Property,
- (c) the Lender shall not have any obligation or liability in relation to the Assigned Property by reason of, or arising out of, this Security Agreement,
- (d) the Lender shall not be obliged to perform any of the obligations or duties of the Assignor expressed to be assumed by it in relation to the Assigned Property, and
- (e) the Lender shall not be required to make any payment or to make any inquiry as to the sufficiency of any payment received by the Lender or the Assignor, or to present or file any

claim or to take any other action to collect or enforce any claim for any payment assigned hereunder

7 DEFAULT AND REMEDIES

7.1 Powers of the Lender

Without prejudice to any of its other rights whether conferred under the Finance Documents or by law generally, at any time upon or following delivery of an Event of Default Notice to the Assignor, the Lender shall be entitled

- (a) to apply to any court of competent authority for an order for foreclosure absolute so as to vest all the Assignor's right, title and interest in all or any of the Assigned Property in the Lender,
- (b) to sell, call in, collect and convert into money all or any of the Assigned Property by public or private contract at any place in the world with or without advertisement, with all such powers in that respect as are conferred by law, and by way of extension thereof such sale, calling in, collection and conversion may be made for such consideration as the Lender shall in its sole and absolute discretion deem reasonable (whether the same shall consist of cash or shares or debentures in some other company or companies or other property of whatsoever nature or partly of one and partly of some other species of consideration, and whether such consideration shall be presently payable or by instalments or at some future date, and whether such deferred or future payments shall be secured or not) and in all other respects in such manner as the Lender shall in its sole and absolute discretion think fit, and without being liable to account for any loss of or deficiency in such consideration, and Section 103 of the Law of Property Act 1925 shall not apply to this Security Agreement or to the power of sale, calling in, collection or conversion hereinbefore contained, and for the purposes of this sub-clause the Lender may (in its sole and absolute discretion) by notice appoint the Assignor or any other person as its non-exclusive agent to sell all or any of the Assigned Property on terms satisfactory to the Lender,
- (c) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Assigned Property or in any way relating to this Security Agreement and execute releases or other discharges in relation thereto,
- (d) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the Assigned Property,
- (e) to execute and do all such acts, deeds and things as the Lender may consider necessary or proper for or in relation to any of the purposes aforesaid, and
- (f) to appoint a Receiver of all or any part of the Assigned Property upon such terms as to remuneration and otherwise as the Lender shall deem fit, and the Lender may from time to time remove any Receiver so appointed and appoint another in his stead, and to fix (at or after the time of his appointment) the remuneration of any such Receiver. A Receiver so appointed shall be the agent of the Assignor, but the Borrower shall be liable for such Receiver's actions and defaults to the exclusion of liability on the part of the Lender. Nothing herein contained shall render the Lender liable to any such Receiver for his remuneration, costs, charges or expenses or otherwise

7.2 Law of Property Act

Sections 109(6) and 109(8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed under Clause 7.1 (*Powers of the Lender*)

7 3 Other Powers

Notwithstanding any other provision of this Security Agreement, and without limiting, and as an addition to, the powers conferred upon the Lender (and any Receiver appointed pursuant to Clause 7 1 (*Powers of the Lender*)) by the laws of England or of any other jurisdiction, the Lender or the Receiver (as the case may be) may, at any time upon or following delivery of an Event of Default Notice to the Assignor, exercise against or in respect of the Assigned Property any of the rights, powers, privileges or discretions conferred from time to time by applicable law, domestic or foreign

8 POWERS OF RECEIVER

8 1 Powers of Receiver

Any Receiver appointed under Clause 7 1 (*Powers of the Lender*) shall have all the powers conferred on a receiver by law (save that Section 103 of the Law of Property Act 1925 or any other relevant statutory provision shall not apply) and by way of addition to but without limiting those powers

- (a) the Receiver shall have all the powers given to the Lender hereunder of taking possession of, calling in, collecting, converting into money and selling and dealing with the Assigned Property or any part thereof and generally shall be entitled to the same protection and to exercise the same powers and discretions as are given to the Lender hereunder and shall also have such other of the powers and discretions given to the Lender hereunder as the Lender may from time to time confer on him,
- (b) the remuneration of the Receiver may be fixed by the Lender (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise), but shall be payable by the Borrower, and the amount of such remuneration may be debited by the Lender from any account of the Borrower but shall, in any event, be secured on the Assigned Property under this Security Agreement,
- (c) the Receiver shall have power to make any payment and incur any expenditure which the Lender is by this Security Agreement expressly or impliedly authorised to make or incur. Any expenses incurred by the Receiver in the exercise of any of his powers hereunder may be paid or retained by him out of any moneys coming into his hands as receiver or may be paid by the Lender, in which case they shall be treated as expenses properly incurred by the Lender,
- (d) the Receiver shall in the exercise of his powers, authorities and discretions conform with the reasonable directions from time to time made and given by the Lender,
- (e) the Lender may at any time require security to be given for the due performance of the Receiver's duties as receiver, and
- (f) the Lender may from time to time determine what funds the Receiver shall be at liberty to keep in hand with a view to the performance of his duties as receiver

8 2 No Liability as Mortgagee in Possession

Neither the Lender nor the Receiver shall be liable to account as a mortgagee in possession of the Assigned Property, and neither the Lender nor any Receiver shall be liable for any Loss arising from or in connection with the realisation of the Assigned Property or otherwise for any act, neglect, default or omission for which a mortgagee in possession might be liable as such, save in the event that the Assignor has incurred any Loss as a consequence of the Lender's or any Receiver's gross negligence or wilful misconduct

8 3 Other Powers of Receiver

The foregoing powers of a Receiver shall be in addition to any statutory or other powers of the Lender under the Law of Property Act 1925 and of a receiver under the Insolvency Act 1986 as amended by the Enterprise Act 2002, and the Receiver shall in any event have and be entitled to exercise all the rights, powers and remedies conferred upon the Lender by this Security Agreement and by law with respect to the Assigned Property

9 THIRD PARTIES

9 1 Protection of Third Parties

No person dealing with the Lender or any Receiver appointed by the Lender hereunder shall be concerned to enquire whether an Event of Default has occurred or whether the power which the Lender or such Receiver is purporting to exercise has become exercisable or whether any money remains due on the security of this Security Agreement or otherwise as to the propriety or regularity of any sale or other dealing by the Lender or such Receiver with the Assigned Property, and all the protections to purchasers conferred by law shall apply to such persons dealing with the Lender or such Receiver

9 2 Receipts

The receipt of the Lender or such Receiver for the purchase moneys shall effectively discharge the purchaser, who shall not be concerned with the manner of application of the same or be in any way answerable therefor

9 3 Meaning of "purchaser"

In Clauses 9 1 (*Protection of Third Parties*) and 9 2 (*Receipts*), "purchaser" includes any person acquiring for money or money's worth, any lease of, or Security Interest over, or any other interest or right whatsoever in relation to the Assigned Property

10 CONTINUING SECURITY

10 1 Continuing Security

Without prejudice to Clause 3 2 (*Re-Assignment*) the Security Interest created by this Security Agreement shall be held by the Lender as a continuing security for the full and punctual payment, performance, discharge and satisfaction of all of the Secured Obligations, regardless of any intermediate payment, performance, discharge or satisfaction of any part of the Secured Obligations

10 2 Additional Security

The Security Interest created by this Security Agreement is in addition to, and shall not be prejudiced by, any other security, guarantee or other assurance now or subsequently held by the Lender for all or any part of the Secured Obligations

10.3 Law of Property Act 1925

Section 93 (Restrictions on consolidation of mortgages) and Section 103 (Regulation on exercise of power of sale) of the Law of Property Act 1925 shall not apply to this Security Agreement

10 4 Exercise of Rights

The Lender does not need, before exercising any of the rights, powers or remedies conferred upon it by this Security Agreement or by law, to

- (a) take action or obtain judgment against the Assignor or any other person in any court or otherwise, or
- (b) make or file a claim or proof in a winding-up, liquidation, bankruptcy, insolvency, dissolution, reorganisation or amalgamation of, or other analogous event of or with respect to, the Assignor or any other person, or
- (c) enforce or seek to enforce the payment or performance of, or the recovery of, any of the moneys, obligations and liabilities hereby secured or any other security, guarantee or other assurance for all or any of the Secured Obligations

10.5 Security not Discharged

The Security Interest created by this Security Agreement shall continue in full force and effect and shall not be discharged, impaired or otherwise affected by

- (a) any failure by the Lender to take or enforce any other security, guarantee or other assurance taken or agreed to be taken or given for all or any of the Secured Obligations under or pursuant to any Finance Document, Other Agreement or otherwise, or
- (b) any time or indulgence given or agreed to be given by the Lender or any other person to the Assignor or any other person in respect of the Secured Obligations or in respect of the Assignor's or such other person's obligations under any security or guarantee relating thereto, or
- (c) any amendment, modification, variation, supplement, novation, restatement or replacement of all or any part of the Secured Obligations or any Finance Document or any Other Agreement, or
- (d) any release or exchange of any other security, guarantee or other assurance now or hereafter held by or enuring to the benefit of the Lender or any other person for all or part of the Secured Obligations, or
- (e) any other act, omission, fact, matter, event, circumstance, or thing (other than a discharge in accordance with the express terms of this Security Agreement) which, but for this provision, might operate to impair, discharge or adversely affect the rights of the Lender under this Security Agreement or under any other Finance Document or any Other Agreement or which, but for this provision, might constitute a legal or equitable discharge of the Security Interest hereby created

10.6 Conditional Discharge

With respect to the Secured Obligations, any settlement or discharge between any of the Lender and the Assignor and/or any other person shall be conditional upon no Security Interest in favour of the Lender or any other Finance Party or payment to the Lender or any other Finance Party by the Assignor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, liquidation, winding-up, insolvency, dissolution, reorganisation, amalgamation or other analogous event or proceedings for the time being in force

11 PERPETUITY PERIOD

The perpetuity period under the rule against perpetuities (if applicable hereto) shall be the period of one hundred and twenty-five (125) years from the date hereof

12 ENFORCEMENT OF SECURITY

12 1 Time of Enforcement

The Security Interest constituted by this Security Agreement and the power of sale and other powers conferred by Section 101 (Powers incident to estate or interest of mortgagee) of the Law of Property Act 1925 (or any other relevant statutory provision of similar effect), as varied or amended by this Security Agreement, shall be immediately enforceable and exercisable upon and at any time after the occurrence of an Event of Default which is continuing and provided that the Lender shall have served an Event of Default Notice on the Assignor

12 2 Powers of the Lender

When and at any time after the Security Interest constituted by this Security Agreement has become enforceable, the Lender shall be entitled, at any time following service of an Event of Default Notice on the Assignor pursuant to Clause 12 1 (*Time of Enforcement*), immediately to put into force and exercise all the powers and remedies possessed by it hereunder, under the other Finance Documents (including the appointment of a receiver) and according to applicable law as assignee by way of security of the Assigned Property as and when it may see fit

13 DELEGATION BY THE LENDER

The Lender shall be entitled at any time and as often as it may deem expedient to delegate all or any of the powers, rights and remedies vested in it by or in connection with this Security Agreement in such manner, upon such terms and to such person as the Lender in its absolute discretion may think fit

14 POWER OF ATTORNEY

14 1 Powers of Lender and Receiver

The Assignor, by way of security for the Secured Obligations and coupled with an interest, irrevocably appoints each of the Lender and any Receiver severally to be its attorney in its name and on its behalf

- (a) to execute and complete all such documents which the Lender or such Receiver may require for perfecting the title of the Lender to the Assigned Property or for vesting the same in the Lender, its nominee or any purchaser,
- (b) to execute and complete any document referred to in Clause 24 (*Further Assurances*), and
- (c) generally to execute and complete all documents and to do all acts and things which may be required for the full exercise of any of the powers conferred on the Lender or a Receiver under this Security Agreement or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in by the Lender or a Receiver of the Assigned Property or any part thereof or in connection with any other exercise of any power under this Security Agreement

14 2 Right to exercise powers

The exercise by the Lender of the power of attorney referred to in Clause 14 1 (*Powers of Lender and Receiver*) shall be conclusive evidence of its right to exercise the same

14 3 Powers of Attorney Act 1971

The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971 and the Assignor ratifies and confirms and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Lender may execute or do pursuant thereto

15 EXPENSES AND INDEMNITIES

15.1 Indemnities

The Assignor hereby agrees to indemnify on demand, and hold harmless, the Lender and every attorney, manager, agent or other person appointed by the Lender, in respect of any Loss from time to time suffered or incurred by any of them by reason of failure of the Assignor to perform any of its obligations pursuant to this Security Agreement, except to the extent that such Loss is incurred due to the gross negligence or wilful misconduct of the Lender

15 2 The Lender's Right to Remedy

- (a) If at any time the Assignor fails to do any act which it is obliged to do hereunder or to make any payment which it is obliged to make hereunder (other than a payment to the Lender), the Lender may (but shall not be bound to) do such act or procure its doing or make such payment itself
- (b) The Assignor shall pay to the Lender on demand the amount of payment made or any Loss incurred by the Lender in doing any act pursuant to this Clause 15 2 (*The Lender's Right to Remedy*), together with interest thereon at the Default Rate calculated from the date of payment by the Lender until the date of payment by the Assignor

16 SUCCESSORS IN TITLE

- (a) This Security Agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors and assigns
- (b) The Assignor shall not be entitled to assign (other than pursuant to this Security Agreement) or transfer or purport to transfer any or all of its rights, benefits and/or obligations under this Security Agreement without the prior written consent of the Lender
- (c) The Lender may at any time during the Security Period assign or transfer or charge any of its rights and/or obligations under this Security Agreement, and the Lender will notify the Assignor as soon as practicable after any such assignment, transfer or charge, together with particulars of the assignee, transferee or chargee

17 MISCELLANEOUS PROVISIONS

17 1 Rights Cumulative

The rights of the Lender under this Security Agreement are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under general law

17.2 Application of Monies

All proceeds of any enforcement of this Security Agreement (whether pursuant to Clause 7 1 (*Powers of the Lender*) or otherwise) shall be applied by the Lender in or towards discharge of the Secured Obligations in accordance with the provisions of the Facility Agreement, with any surplus following such application being promptly remitted to the Assignor

18 REMEDIES AND WAIVERS

- (a) The rights of the Lender under this Security Agreement are cumulative and may be exercised as often as the Lender considers appropriate and are in addition to its rights under general law
- (b) The rights of the Lender against the Assignor or in relation to the Assigned Property (whether arising under this Security Agreement or the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing, and in particular any failure to exercise or any delay in exercising any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on the Lender's part or on its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right

19 AMENDMENTS

- (a) The provisions of this Security Agreement shall not be varied otherwise than by an instrument in writing executed by or on behalf of all of the parties to this Security Agreement
- (b) Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Security Agreement, nor shall it affect any rights, obligations or liabilities under or pursuant to this Security Agreement which have already accrued up to the date of variation, and the rights and obligations of the parties under or pursuant to this Security Agreement shall remain in full force and effect, except and only to the extent that they are so varied

20 THIRD PARTY RIGHTS

Unless expressly provided to the contrary in any other Finance Document, a person who is not a party to this Security Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce any term of this Security Agreement (but this does not affect any right or remedy of a third party that exists or is available apart from under the Third Parties Act)

21 GOVERNING LAW

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law

22 ENFORCEMENT

22.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Security Agreement (including a dispute regarding the existence, validity or termination of this Security Agreement and claims for set-off and counterclaim) (a "Dispute") and for such purposes the Assignor irrevocably submits to the jurisdiction of the English courts
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary
- (c) This Clause 22.1 (*Jurisdiction*) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

23 NO ASSUMPTION OF OBLIGATIONS

No exercise by the Lender of any rights under this Security Agreement or any other Finance Document shall constitute or be deemed to constitute an assumption by the Lender of any obligations of the Assignor or any other person with respect to the Assigned Property

24 FURTHER ASSURANCES

- (a) The Assignor agrees that it shall, at the cost and expense of the Borrower, take whatever action the Lender may request in order to perfect the security granted or intended to be granted by this Security Agreement or to establish, maintain, protect or preserve the rights of the Lender under this Security Agreement or to enable it to obtain the full benefits of this Security Agreement and to exercise and enforce (in accordance with the provisions of this Security Agreement) its rights and remedies hereunder
- (b) The parties hereto shall each procure that the Borrower shall bear any reasonably and properly incurred expense in relation thereto, any registrations, filings and/or submissions required
- (c) The parties shall coordinate and cooperate with one another in providing such information and all reasonable assistance to the other parties as may be requested in connection with any such registrations, filings and/or submissions

IN WITNESS whereof this Security Agreement has been executed by the Lender under hand and by the Assignor as a deed and is intended to be and is executed or hereby delivered (as the case may be) on the date first above written

SCHEDULE 1

NOTICE OF ASSIGNMENT OF INSURANCES

From CIT Finance LLC
Darwin Air Limited
51 North Limited

To [Insurance Broker]

Date [●]

Dear Sirs

One Gulfstream G550 aircraft with manufacturer's serial number 5151

- 1 CIT Finance LLC, (the "Lender"), Darwin Air Limited (the "Borrower") and 51 North Limited (the "Operator") hereby give you notice that
- (a) pursuant to a security assignment dated [●] (the "Borrower Security Assignment") made between the Borrower and the Lender, the Borrower assigned by way of security to the Lender, amongst other things, all its right, title and interest, present and future, in and to all of the proceeds of all policies and contracts of insurance (other than any provisions or policies of insurance in respect of aircraft third party, passenger, baggage, cargo and general third party liability) effected from time to time in respect of or relating to the Aircraft (as defined below) or any part thereof (the "Insurance Proceeds")
- (b) pursuant to a security assignment dated [●] (the "Operator Security Assignment") made between the Operator and the Lender, the Operator assigned by way of Security to the Lender, amongst other things, all its right, title and interest, present and future, in and to the Insurance Proceeds

DESCRIPTION

- 1 One Gulfstream G550 aircraft (except engines) with manufacturer's serial number 5151 subject to the security created by Darwin Air Limited in favour of CIT Finance LLC (the "Mortgage") and all appliances, components, parts, instruments, appurtenances, accessories, furnishings and other equipment of any nature which may from time to time be subject to the security created by the Mortgage
- 2 In accordance with paragraph [●] of the latest certificate of insurance ([●] or based on [●] or any replacement therefor) relating to the above aircraft, where settlement of any claim representing Insurance Proceeds on the basis of a Total Loss is to be made to or to the order of the Contract Party(ies), the Contract Party(ies) have agreed that payment shall be made to the Lender Where settlement of any claim representing Insurance Proceeds (other than a Total Loss) is to be made and in excess of US\$ 10,000 it shall be paid to the Lender, as sole loss payee, and applied in payment (or to reimburse the Borrower) for repairs or replacement property, upon the Lender being satisfied that the repairs or replacement have been effected in accordance with the Facility Agreement between the Lender and the Borrower Insurance Proceeds in an amount equal to or below US\$ 10,000 shall be paid directly to the Borrower

- 3 For the purposes of the foregoing paragraph, the term "**Contract Party(ies)**" shall have the same meaning ascribed to such term in the latest certificate of insurance issued by you in respect of the insurances for the aircraft referred to above
- 4 Until you are notified to the contrary by the Lender you should continue to deal with the Lessee in respect of all matters relating to the making and settlement of claims under the Insurances as though such assignment had not been made.
- 5 This Notice (including any non-contractual obligations arising out of or in connection with the same) shall be governed by, and construed in accordance with, English law

Signed

For and on behalf of
CIT FINANCE LLC
as Lender

For and on behalf of
DARWIN AIR LIMITED
as Borrower

For and on behalf of
51 NORTH LIMITED
as Operator

SCHEDULE 2

ACKNOWLEDGEMENT OF ASSIGNMENT OF INSURANCES

From {Insurance Broker}
To CIT Finance LLC (the "Lender")
Copy Darwin Air Limited
51 North Limited

Date [●]

Dear Sirs

One Gulfstream G550 aircraft with manufacturer's serial number 5151 (the "Aircraft")

We acknowledge receipt of a notice of assignment on or about the date hereof relating to

- (a) a security assignment (the "**Borrower Security Assignment**") dated [●] between yourselves (as assignee) and Darwin Air Limited (as assignor),
- (b) a security assignment (the "**Operator Security Assignment**") dated [●] between yourselves (as assignee) and 51 North Limited (as assignor)

We confirm that we have received no previous notices of assignment in relation to the right, title and interest of Darwin Air Limited and 51 North Limited in and to the insurances to the extent therein mentioned

Yours faithfully

[Insurance Broker]

SCHEDULE 3

NOTICE OF ASSIGNMENT OF REQUISITION COMPENSATION

From [●]

To [Requisitioning entity]

Copy CIT Finance LLC

Date [●]

Dear Sirs

One Gulfstream G550 aircraft with manufacturer's serial number 5151 (the "Aircraft")

We hereby notify you that pursuant to a security agreement (the "**Security Agreement**") dated [●] 2013 between us and CIT Finance LLC (the "**Lender**"), we have assigned to the Lender all of our rights, title and interest in and any proceeds of requisition (whether for title, use hire or otherwise), confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever of the Aircraft or any part thereof (the "**Requisition Compensation**")

Accordingly, you are hereby authorised and instructed to pay any monies payable with respect to the Requisition Compensation to the Lender at [account details] (or at such other place as the Lender may direct

Please acknowledge receipt of this notice by signing the copy of the acknowledgement attached hereto and delivering one signed copy thereof to us and one signed copy thereof to the Lender

Yours faithfully

51 NORTH LIMITED

SCHEDULE 4

ACKNOWLEDGEMENT OF ASSIGNMENT OF REQUISITION COMPENSATION

From [Requisitioning entity]

To CIT Finance LLC (the "Lender")

Date [●]

Dear Sirs

One Gulfstream G550 aircraft with manufacturer's serial number 5151 (the "Aircraft")


We acknowledge receipt of a Notice of Assignment dated on or about the date hereof relating to a security agreement dated [●] 2013 between yourselves (as assignee) and 51 North Limited (the "Assignor"). We confirm that we have received no previous notices of assignment in relation to the right, title and interest of Assignor in and to the Requisition Compensation therein defined and agree to comply with the instructions of the Assignor with respect to the payment of any monies with respect to the Requisition Compensation contained therein

Yours faithfully

[Requisitioning entity]

EXECUTION PAGE

SIGNED as a DEED
for and on behalf of
CIT FINANCE LLC, a limited liability company
existing under the laws of the State of Delaware

)
)
) 
) KEVIN BROWN
) Vice President, Portfolio Management
)

being a person who, in accordance with the
laws of that territory, is acting under the
authority of the company

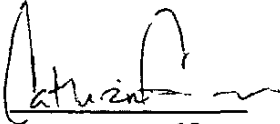
In the presence of

Witness

Signature

Name

Address


Catherine Fioizalez
1100 S Pine Island Rd Sx500
Plantation FL 33324

SIGNED as a DEED
for and on behalf of
S1 NORTH LIMITED,
a limited liability company
existing under the laws of England

In the presence of

Witness

Signature

Name

Address

EXECUTION PAGE

SIGNED as a DEED)
for and on behalf of)
CIT FINANCE LLC, a limited liability company)
existing under the laws of the State of Delaware)
)
being a person who, in accordance with the)
laws of that territory, is acting under the)
authority of the company)

in the presence of

Witness

Signature _____

Name _____

Address _____

SIGNED as a DEED
for and on behalf of
S1 NORTH LIMITED,
a limited liability company
existing under the laws of England

) *Wheeler*
)
) *KIRSTY WHEELER*
)

In the presence of

Witness

Signature. *[Signature]*

Name *MICHAEL MURPHY*

Address *52 GIMMURST WAY, OX18 1QY*
CAMBRIDGESHIRE