

# MG01

## Particulars of a mortgage or charge

107879/13



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

WEDNESDAY



LD2 \*L173FKSG\* #9  
18/04/2012  
COMPANIES HOUSE

### 1 Company details

Company number 0 6 9 8 6 5 3 7

Company name in full TUI Travel Aviation Finance Limited (the "Assignor")

8 ☐ ☐ ☐ for official use

→ Filing in this form  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation 2 9 0 3 2 0 1 2

### 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 A security assignment (the "Security Assignment") dated 29 March 2012 between the Assignor and  
AWAS 34691 Limited (the "Assignee") relating to one (1) Boeing 737-800 aircraft with  
manufacturer's serial number 34691 (the "Aircraft")

### 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 which are now or at any  
time hereafter may be due, owing or payable by the Assignor 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 Lease and the Security Assignment, or as  
a consequence of any breach, non-performance, disclaimer or  
repudiation by the Assignor (or by any liquidator, receiver,  
administrative receiver, administrator or any similar officer of the  
Assignor) of any of its obligations under the Lease and the Security  
Assignment (the "Secured Obligations")

Please refer to the "short particulars of all the property mortgaged or  
charged" continuation page appended to this form for definitions

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

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**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	AWAS 34691 Limited
Address	70, Sir John Rogerson's Quay, Dublin 2, Ireland
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Name	<input type="text"/>
Address	<input type="text"/>
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

**Continuation page**

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

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**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 Assignor assigned and agreed to assign, by way of an effective first-ranking security interest, full legal and beneficial title to the Assigned Property, wheresoever the same may be situated, with full title guarantee, absolutely and unconditionally, to and in favour of the Assignee, in order to secure the payment, repayment, performance, satisfaction and discharge in full of all the Secured Obligations

The Security Assignment contains a negative pledge and covenant for further assurance

Please refer to the "short particulars of all the property mortgaged or charged" continuation page appended to this form for definitions

**Continuation page**

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

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<p><b>7</b></p>	<p><b>Particulars as to commission, allowance or discount (if any)</b></p> <p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>None</p>	
<p><b>8</b></p>	<p><b>Delivery of instrument</b></p> <p>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)</p> <p>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)</p>	
<p><b>9</b></p>	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Clifford Chance LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 Clifford Chance LLP

REF 70-40511536

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country UK

DX 149120 Canary Wharf 3

Telephone +44 207 006 2765



### 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 NR 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)

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

6	Short particulars of all the property charged	
	Please give the short particulars of the property charged	
Short particulars	<p>"Assigned Property" means all of the right, title and interest, present and future, of the Assignor in, to and under (i) the Sub-Lease, including without limitation, the Sub-Lease Payments and (ii) all proceeds in respect of any of the foregoing, together with (iii) all claims, rights and remedies and the benefit of the Assignor arising out of or in connection with a breach of or default under or in connection with the Sub-Lease (including, without limitation, all damages and other compensation payable for or in respect thereof), and (iv) all rights of the Assignor to require, enforce and compel performance of all of the provisions of the Sub-Lease, and otherwise to exercise all claims, rights and remedies thereunder, including without limitation all rights to terminate the leasing of the Aircraft under or pursuant to the Sub-Lease or in connection therewith, 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,</p> <p>"Lease" means the aircraft lease agreement dated 15 May 2007 between the Assignee as lessor and and Assignor as lessee (as amended, novated and/or supplemented from time to time) pursuant to which the Assignee as lessor agreed to lease the Aircraft to the Assignor as lessee,</p> <p>"Sub-Lease" means the aircraft sub-lease agreement dated on or around the date of the Security Assignment between Assignor as sub-lessor and Sublessee as sub-lessee, pursuant to which the Assignor as sub-lessor agreed to lease the Aircraft to the Sub-Lessee as lessee,</p> <p>"Sub-Lease Payments" means any and all payments payable by the Sub-Lessee to the Assignor pursuant to the Sub-Lease, including, without limitation, all rent other than the mark-up over and above the rent due under the Lease,</p> <p>"Sub-Lessee" means TUI Airlines Belgium NV (trading as Jetairfly)</p>	



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

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

**COMPANY NO. 6986537  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED  
29 MARCH 2012 AND CREATED BY TUI TRAVEL AVIATION  
FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 18 APRIL 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 APRIL 2012

Dx



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES