

MG01

Particulars of a mortgage or charge

011018/13



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

MONDAY



LD3 09/07/2012 #75
COMPANIES HOUSE

1 Company details

Company number 08093037
Company name in full Avolon Aerospace UK 4 Limited
(the "Security Provider")

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 26/06/2012

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 Lessor Debenture dated 26 June 2012 between the Security Provider and the
Security Trustee (as defined below) (the "Debenture")

4 Amount secured

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

Amount secured See continuation sheet.

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 Deutsche Bank AG, Singapore Branch

Address 1 Raffles Quay, 16-00 South Tower

Singapore (the "Security Trustee")

Postcode 0 4 8 5 8 3

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 See continuation sheets.

MG01

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

N/A

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 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *King & Wood Mallesons* X

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Lisa Hirsowitz

Company name King & Wood Malletsons

Address Third Floor

10 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 D W

Country United Kingdom

DX

Telephone 020 7496 1700



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

MG01 - continuation page

Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

Secured Money means (a) any and all moneys and liabilities which are (or which are expressed to be) now or at any time hereafter due, owing or payable by any obligor to any finance party in any currency, actually or contingently, with another or others, as principal or surety, on any account whatsoever under any transaction document, including as a consequence of any breach, non-performance, disclaimer or repudiation by any obligor (or by a liquidator, receiver, administrative receiver, administrator or any similar officer in respect of such obligor) of any of such obligor's obligations under any transaction document, and (b) any and all obligations which are (or which are expressed to be) now or at any time hereafter to be performed by any obligor in favour of any finance party under any transaction document (and any and all such moneys, liabilities and obligations of any obligor shall form part of the Secured Money (i) whether or not such obligor is personally liable for the same and whether or not any recourse may be had with respect thereto against such obligor and/or its assets or (ii) (without limiting the foregoing) notwithstanding the limited recourse provisions of clause 36 ("Recourse") of the Facility Agreement (the "Secured Money")

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Secured Property means

- (a) the Mortgaged Property, and
- (b) the Charged Property

Mortgaged Property means all of the Security Provider's rights in the Mortgaged Requisition Compensation, the Mortgaged Insurance Property, the Mortgaged Rights, the Mortgaged LC Proceeds and the Proceeds

Charged Property means all the Security Provider's rights, property and undertaking

- (a) of whatever kind and wherever situated, and
- (b) whether present or future,

other than the Mortgaged Property

It includes the capital of the Security Provider (called or uncalled and paid or unpaid)

Mortgaged Requisition Compensation means all of the Security Provider's present and future right, title and interest in connection with any Requisition Compensation

Mortgaged Insurance Property means all of the Security Provider's present and future, actual and contingent right, title and whether contractual, proprietary or of any other kind, in and to the Insurances, including, without limitation, the right to compel performance by any other Obligor or the insurers of their obligations in respect of the Insurances and the right to any returned premium but does not include the Excepted Insurance Property

Mortgaged Rights means all the Security Provider's present and future right, title and interest in connection with the Mortgaged Agreements including all choses in action existing at the date of this deed or which arise after that date in favour of the Security Provider in connection with the Mortgaged Agreements

Mortgaged LC Proceeds means all of the Security Provider's present and future right, title and interest in each letter of credit

Proceeds means all proceeds of the Mortgaged Requisition Compensation, Mortgaged Insurance Property, the Mortgaged LC Proceeds and the Mortgaged Agreements 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 into and (b) any substitute asset or product of such proceeds

Mortgage

The Security Provider assigns absolutely all of the Mortgaged Property to the Security Trustee by way of first legal mortgage for the purpose of securing payment of the Secured Money

Charge

The Security Provider charges the Charged Property to the Security Trustee for the purpose of securing payment of the Secured Money

MG01 - continuation page

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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

Fixed

In respect of the Charged Property, the charge created by this deed is a first fixed charge over all present and future

- (a) capital (including called or uncalled and paid or unpaid), and
- (b) goodwill, and
- (c) insurance policies and the proceeds of any claim under those policies, and
- (d) interests in personal property that are not acquired by the Security Provider for disposal by the Security Provider in the ordinary course of its business, and
- (e) any other property if clause 4.3 of the Debenture ("Conversion from floating to fixed") says the charge is to be fixed over that property

Floating

The charge created by this deed is a first floating charge over all the Charged Property not subject to a fixed charge under clause 4.1 of the Debenture ("Fixed")

Negative Pledge

Restricted dealings with any of the Secured Property

Unless otherwise permitted to do so by the express terms of the transaction documents, the Security Provider may not, and may not agree, attempt or take any step to, do any of the following without the prior written consent of the Security Trustee

- (a) create or allow to exist another lien over the Secured Property, or
- (b) assign or otherwise deal with the Secured Property, this deed or any interest in it, or allow any interest in it to arise or be varied

Restricted dealings with Secured Property subject to mortgage or fixed charge

Unless otherwise permitted to do so by the express terms of the transaction documents, the Security Provider may not and may not agree, attempt or take any step to, do any of the following without the prior written consent of the Security Trustee in respect of Secured Property subject to a mortgage or fixed charge under this deed

- (a) dispose of the Secured Property, or
- (b) lease or licence the Secured Property or any interest in it, or deal with any existing lease or licence (including allowing a surrender or variation), or
- (c) part with possession of the Secured Property, or
- (d) waive any of the Security Provider's rights or release any person from its obligations in

MG01 - continuation page

Particulars of a mortgage or charge

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Short particulars

connection with the Secured Property, or

(e) abandon, settle, compromise or discontinue or become nonsuited in respect of proceedings against any person (other than the Security Trustee) in connection with the Secured Property, or

(f) deal in any other way with the Secured Property or any interest in it, or allow any interest in it to arise or be varied

Restricted dealings with Secured Property subject to floating charge

Unless otherwise permitted to do so by the express terms of the transaction documents, the Security Provider may not and may not agree, attempt or take any step to, do anything in clause 5.2 of the Debenture ("Restricted dealings with Secured Property subject to mortgage or fixed charge") without the prior written consent of the Security Trustee in respect of Secured Property subject to a floating charge under this deed except where the thing done is done in the ordinary course of the Security Provider's business

Restricted dealings with Mortgaged Agreements and Mortgaged Rights

Without the prior written consent of the Security Trustee, the Security Provider may not and may not agree, attempt or take any step to, cause or permit any Mortgaged Agreement to be varied, repudiated, rescinded or terminated or rendered void, voidable or unenforceable

Restricted dealings in relation to letters of credit

Without the prior written consent of the Security Trustee, the Security Provider may not and may not agree, attempt or take any step to, transfer, assign, amend, revoke, terminate or otherwise deal with a letter of credit except as expressly permitted under the transaction documents

Further Steps

The Security Provider agrees to do anything the Security Trustee (acting reasonably or otherwise if required in order to enable the Security Trustee to preserve or enforce the Secured Property) asks (such as obtaining consents, signing and producing documents, producing receipts and getting documents completed and signed) to

(a) provide more effective security over the Secured Property for payment of the Secured Money, or

(b) enable the Security Trustee to register this deed with the priority required by the Security Trustee, or

(c) enable the Security Trustee to exercise the Security Trustee's rights in connection with the Secured Property, or

(d) enable the Security Trustee to obtain the consent of any person (including any Counterparty) to the security over the Secured Property under this deed,

(e) bind the Security Provider and any other person intended to be bound under this deed, or

MG01 - continuation page

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(f) show whether the Security Provider is complying with this deed

Authority to fill in blanks

The Security Provider agrees that the Security Trustee may fill in any blanks in this deed or a document connected with it (such as Companies Act forms or transfers for the Secured Property)



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

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

**COMPANY NO. 8093037
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LESSOR DEBENTURE DATED 26
JUNE 2012 AND CREATED BY AVOLON AEROSPACE UK 4
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO ANY FINANCE PARTY 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 9 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 JULY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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