

MR01

Particulars of a charge

laserform



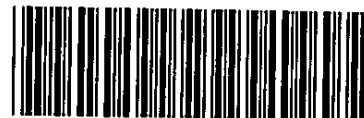
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay'

☒ **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 the
instrument Use form MR01

TUESDAY



LD7 *L5YA886H* 17/01/2017 #6
COMPANIES HOUSE

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. **Do not send the original.**

1 Company details

Company number 0 3 5 8 8 4 2 3

Company name in full Six Whole Miles Limited

For official use
1 4
→ **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 d1 d6 m0 m1 y2 y0 y1 y7

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 Salmer Leasing Limited

Name

Name

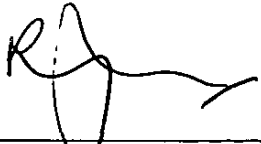
Name

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	Brief description
Brief description	<div data-bbox="338 353 1161 452">Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</div> <div data-bbox="338 465 1161 654">The Chargor charged by way of second fixed charge one (1) aircraft being a <u>Bombardier Canadair Regional Jet 200ER</u> (CL-600-2B-19) with registration mark <u>EC-HHI</u> and <u>MSN 7343</u> and two General Electric model <u>CF34-3B1</u> engines with ESNs <u>GE-E-872585</u> and <u>GE-E-872584</u></div> <div data-bbox="1216 353 1513 622">Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space</div>
5	Other charge or fixed security
/	<div data-bbox="338 757 1161 855">Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</div> <div data-bbox="338 869 434 936"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>
6	Floating charge
/	<div data-bbox="338 1012 1161 1160">Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7</div> <div data-bbox="338 1169 1161 1272">Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes</div>
7	Negative Pledge
/	<div data-bbox="338 1348 1161 1438">Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</div> <div data-bbox="338 1451 434 1518"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>
8	Trustee statement ①
	<div data-bbox="338 1608 1161 1706">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 <input type="checkbox"/></div> <div data-bbox="1184 1594 1513 1684">① This statement may be filed after the registration of the charge (use form MR06)</div>
9	Signature
Signature	<div data-bbox="338 1787 1161 1818">Please sign the form here</div> <div data-bbox="338 1832 1161 1975"><div data-bbox="338 1832 427 1863">Signature</div><div data-bbox="338 1877 379 1921">X</div><div data-bbox="491 1832 753 1975"></div><div data-bbox="1120 1877 1161 1921">X</div></div> <div data-bbox="338 1989 1002 2020">This form must be signed by a person with an interest in the charge</div>

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name AER/NEC/027031.00068/46540252

Company name Dentons UKMEA LLP

Address One Fleet Place

Post town London

County/Region

Postcode E C 4 M 7 W S

Country

DX

Telephone +44 20 7242 1212



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 £23 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.gov.uk/companieshouse or email enquires@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3588423

Charge code: 0358 8423 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th January 2017 and created by SIX WHOLE MILES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2017.

P

Given at Companies House, Cardiff on 19th January 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 16 January 2017

SIX WHOLE MILES LIMITED (1)
as Chargor

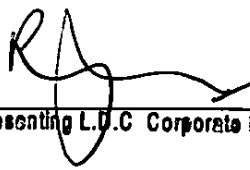
and

SAIMER LEASING LIMITED (2)
as Chargee

SECURITY AGREEMENT
relating to one Bombardier
Canadair Regional Jet Aircraft
MSN 7343

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the part of the charging instrument signed by or on behalf of the chargor, and attaches a true copy of the signature page to each other part of such charging instrument

Signed



Rich Lynn

Representing L.D.C Corporate Director No. 1 Limited

Date

17/1/17

THIS SECURITY AGREEMENT is dated 16 January 2017 and made BETWEEN

- (1) **SIX WHOLE MILES LIMITED**, a limited liability company incorporated under the laws of England with its registered office at Fifth Floor, 100 Wood Street, London EC2V 7EX (the **Chargor**), and
- (2) **SAIMER LEASING LIMITED**, a company incorporated under the laws of Ireland with registered number 558498 and having its registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland (the **Chargee**)

WHEREAS

- (A) Pursuant to the Conditional Sale Agreement the Chargor has agreed to bail and sell the Aircraft to the Chargee and the Chargee has agreed to bail and purchase the Aircraft from the Chargor
- (B) As security for the obligations of the Chargor owed or to be owed to the Chargee under the Conditional Sale Agreement, the Chargor is required to execute and deliver this Agreement to the Chargee

NOW IT IS AGREED as follows

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, words and expressions defined in the Intercreditor Deed (as defined in the Conditional Sale Agreement) or the Conditional Sale Agreement shall have the same meanings unless otherwise defined herein and the following words and expressions have the following meanings, in each case unless the context otherwise requires

Aircraft means the aircraft described on the front cover of this Agreement (as more particularly described in the Conditional Sale Agreement),

Airframe means the Bombardier CRJ 200ER (CL-600-2B-19) airframe with manufacturer's serial number 7343 (excluding the Engines or engines from time to time installed thereon), as more particularly described in the Conditional Sale Agreement,

Cape Town Convention means, together, the Convention and the Protocol,

Charge means the charge over the Aircraft granted, or to be granted, by the Chargor under clause 3.1(b),

Conditional Sale Agreement means the conditional sale agreement dated 22 February 1999 (as novated, amended and restated from time to time, including by the CSA Novation Agreement), pursuant to which the Chargor has agreed, inter alia, to bail and sell the Aircraft to the Chargee, and the Chargee has agreed, inter alia, to purchase the Aircraft from the Chargor, in each case upon the terms and subject to the conditions thereof,

Convention means the Convention on International Interests in Mobile Equipment opened for signature on 16 November 2001 at Cape Town, South Africa,

CSA Guarantor means AIR NOSTRUM LINEAS AEREAS DEL MEDITERRANEO, S A, a company incorporated under the laws of Spain and whose registered office is at Avenida Comarques del Pais Valencia, 2, 46930 Quart de Poblet, Valencia, Spain,

CSA Novation Agreement means the novation, amendment and restatement agreement entered into or to be entered into by the CSA Guarantor (as retiring purchaser), the Purchaser (as new purchaser) and the Chargor (as owner) in relation to the Conditional Sale Agreement,

CTSA Security Interests means each of the International Interests and the Charge,

Effective Time means the first time when the Aircraft enters into English airspace following Delivery of the Aircraft,

Enforcement Notice means any notice issued by the Chargee to the Chargor pursuant to clause 5.1 following the occurrence of an Event of Default,

Engine means either of the General Electric model CF34-3B1 engines with manufacturer's serial numbers GE-E-872585 and GE-E-872584, or any replacement engine purchased in accordance with clause 15.5 of the Conditional Sale Agreement, in each case (a) whether or not installed on the Airframe and (b) as more particularly described in the Conditional Sale Agreement,

Event of Default means failure by the Chargor to observe or perform any of the Secured Obligations and such default not being remedied by the Chargor within 10 Business Days after written notice from the Chargee of such default

International Interests means the international interests over the Airframe and the Engines granted by the Chargor under clause 3.1(a),

Losses means any costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgments, orders or other sanctions,

Protocol means the Protocol to the Convention on Matters Specific to Aircraft Equipment opened for signature on 16 November 2001 at Cape Town, South Africa,

Receiver means any receiver and/or manager of all or any part of the Aircraft appointed pursuant to clause 6.1,

Secured Obligations means the obligations of the Chargor to transfer title of each Aircraft, owed to the Chargee under the Conditional Sale Agreement upon the terms and subject to the conditions set out therein, and any obligations to pay damages for breach of such obligations now or at any time owed under or by virtue of this Agreement or the Conditional Sale Agreement, and references to **Secured Obligations** include references to any part thereof,

and

Security Period means the period commencing the date hereof and terminating on the date upon which the Secured Obligations have been paid and discharged in full

1.2 Cape Town Convention Definitions

In this Agreement the following expressions have the meanings given to them in the Cape Town Convention

- aircraft engines
- aircraft object
- associated rights
- creditor
- international interest
- prospective international interest
- security agreement
- security interest

1.3 Interpretation

Clause 1 2 of the Conditional Sale Agreement applies to this Agreement, *mutatis mutandis*, as if set out in full herein and as if references to "this Agreement" were references to this Agreement

2 Secured Obligations

The Chargor shall pay to the Chargee all moneys, and discharge all obligations and liabilities, now or hereafter due, owing or incurred by the Chargor to the Chargee under or in connection with the Conditional Sale Agreement, when they become due for payment or discharge

3 CTSA Security Interests

- 3 1 By way of security for the payment of the Secured Obligations, the Chargor hereby
- (a) grants and constitutes an international interest in respect of, all its rights, title and interest present and future in and to each of the Airframe and the Engines, in favour of the Chargee, and
 - (b) charges by way of second fixed charge to and in favour of the Chargee all the Chargor's rights, title and interest present and future in and to the Aircraft
- 3 2 The International Interests shall take effect on the date of this Agreement
- 3 3 The Charge shall take effect at the Effective Time
- 3 4 The Airframe and the Engines shall be subject to the CTSA Security Interests and accordingly
- (a) any Part installed on the Airframe or an Engine shall be subject to the International Interests unless
 - (i) it is a Part which is removed from the Airframe or an Engine unless it is a Part to which clause 3 4(b) applies, and
 - (ii) it is a Part which is temporarily installed on the Airframe or an Engine, and in respect of which title has not passed to the Owner, in accordance with the Conditional Sale Agreement, and
 - (b) any Part which is removed from the Airframe or an Engine shall remain subject to the CTSA Security Interests until it has been replaced or substituted, and in respect of which title has passed to the Owner, in accordance with clause 11 3 (*Parts*) of the Conditional Sale Agreement
- 3 5 At the end of the Security Period the Chargee shall, at the request and cost of the Chargor but without recourse or warranty, release the Aircraft from the CTSA Security Interests
- 3 6 The Chargee acknowledges that the provisions of clause 2 5 of the Intercreditor Deed apply to this Agreement

4 Cape Town Convention

- 4 1 The Chargor and the Chargee agree that
- (a) the Airframe is an aircraft object and an airframe,
 - (b) the Engines are aircraft objects and aircraft engines,
 - (c) the International Interests are security interests and international interests, and

- (d) this Agreement is a security agreement,
- (e) upon the occurrence of an Event of Default, the international interests of the Chargee, as creditor in respect of the Airframe and each of the Engines under this Agreement, will be registered under the Cape Town Convention in respect of each of the Airframe and the Engines in accordance with the Intercreditor Deed, and
- (f) an Event of Default is an event that constitutes a default or otherwise give rise to the rights and remedies specified in Articles 8 to 10 of the Convention and Articles IX and X of the Protocol (and the rights and remedies specified in the said Articles and in clause 5.2 shall be available to the Chargee and/or any Receiver)
- (g) If either of the Engines is replaced by a replacement engine purchased in accordance with clause 15.5 (*Total Loss of Engine(s)*) of the Conditional Sale Agreement, the Chargor and the Chargee shall, on or prior to title to the replacement engine being vested in the Chargor, take such steps as shall be available to them and as are necessary
 - (i) to constitute in favour of the Chargee as a creditor an international interest in the replacement engine, and to subject such replacement engine to the Charge, including, for this purpose, entering into a supplement to this Agreement in such form as the Chargee shall require, and
 - (ii) upon the occurrence of an Event of Default, to register such international interest in accordance with the Cape Town Convention

5 Enforcement Notices

- 5.1 At any time after the occurrence of an Event of Default (and provided that the same is continuing), the Chargee may issue a notice (an **Enforcement Notice**) declaring that it has become entitled to exercise its rights and powers under clause 5.2
- 5.2 Following service by the Chargee on the Chargor of an Enforcement Notice, the Chargee shall become entitled, as and when it may see fit and without further notice, to exercise in relation to the Aircraft all or any of the rights, powers and remedies conferred upon the Chargee by virtue of this Agreement or by the Cape Town Convention or by any other Applicable Law, and in particular (but without limiting the generality of the foregoing)
 - (a) to exercise all the rights and remedies specified in Articles 8 to 10 of the Convention and Articles IX and X of the Protocol,
 - (b) to take possession of the Aircraft, and for this purpose to enter upon any premises where the Aircraft or any part thereof may be located,
 - (c) to settle, discharge, compound, release or compromise any claims whatsoever in connection with the Aircraft or in any way relating to the security created by this Agreement,
 - (d) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever, civil or criminal, in relation to the Aircraft,
 - (e) to repair and keep in repair the Aircraft, to carry out such maintenance work and modifications as may be required or desirable for the Aircraft, and generally to preserve and protect the Aircraft and keep the same free from any Security Interest,
 - (f) to insure the Aircraft against loss and damage and in respect of third party, passenger and property damage liability, in such sums, with such insurers, and on such terms as the Chargee, in its absolute discretion, deems expedient

- (g) to lease or charter or place in safekeeping the Aircraft for such periods, at such rents and generally in such manner and upon such conditions as the Chargee in its absolute discretion deems expedient,
 - (h) to sell and give good title to the Aircraft with or without prior notice to the Chargor, and with or without the benefit of any lease or charter, by public auction or private contract at such place and upon such terms as the Chargee in its absolute discretion may determine with power to postpone any such sale and without being answerable for any loss occasioned by such sale or resulting from postponement thereof, and
 - (i) in relation to any of the foregoing, to do all acts and things incidental or conducive thereto and in particular (but without prejudice to the generality of the foregoing) to enter into such arrangements respecting the Aircraft, its repair, insurance, and employment in all respects as if the Chargee were the Chargor of the Aircraft but without being responsible for any loss incurred as a result of the Chargee doing or omitting to do any such acts or things aforesaid
- 5 3 The Chargee shall have all the powers conferred on mortgagees by Section 101 of the Law of Property Act, 1925
- 5 4 The Chargee may exercise its powers under this Agreement without the restrictions contained in Section 103 of the Law of Property Act, 1925
- 5 5 In relation to any sale of the Aircraft by the Chargee pursuant to clause 5 2(h) or by any Receiver the purchaser shall not be bound to see or enquire whether the power of sale of the Chargee (or the Receiver, as the case may be) has arisen in the manner provided in this Agreement, and the sale shall be deemed to be within the power of the Chargee (or the Receiver, as the case may be) and the receipt of the Chargee (or the Receiver, as the case may be) for the purchase money shall effectively discharge the purchaser who shall not be concerned with the manner of application of the proceeds of sale or be in any way answerable therefor

6 Receiver

- 6 1 The Chargee may, at any time after the occurrence of an Event of Default that is continuing, by instrument in writing, appoint any person to be a Receiver of all or any part of the Aircraft Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment The Chargee may remove any Receiver and appoint another in his place
- 6 2 A Receiver shall be the agent of the Chargor, and the Chargor shall be solely responsible for his acts or defaults and for his remuneration
- 6 3 A Receiver shall have the power to do or omit to do on behalf of the Chargor anything which the Chargor itself could do or omit to do in relation to the Aircraft if the Receiver had not been appointed, notwithstanding the liquidation of the Chargor In particular (but without limitation), a Receiver shall have the powers conferred from time to time on receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act)
- 6 4 The Chargee may from time to time determine the remuneration of any Receiver and section 109(6) of the Law of Property Act 1925 shall be varied accordingly A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm
- 6 5 Neither the Chargee nor any Receiver shall be liable as chargee in possession in respect of Aircraft to account or be liable for any loss upon realisation or for any neglect or default of any

nature whatsoever in connection therewith for which a chargee in possession may be liable as such

7 Further Assurance and Authority

- 7.1 The Chargor further undertakes that at any time after the occurrence of an Event of Default and from time to time upon the request of the Chargee it will execute, perfect, do, and (if required) register every such further assurance, document, act or thing which the Chargee may specify with a view to
- (a) perfecting or giving effect to or ensuring the priority of any Security Interest created or intended to be created by this Agreement, or
 - (b) facilitating the exercise, or the proposed exercise, of any of the Chargee's powers under this Agreement
- 7.2 The Chargor irrevocably authorises each of the Chargee and any Receiver in its name and on its behalf, after the occurrence of an Event of Default
- (a) to execute and complete all such documents which the Chargee or such Receiver may require for perfecting the title of the Chargee to the Aircraft or for vesting the same in the Chargee, its nominee or any purchaser,
 - (b) to execute and complete any document referred to in clause 7.1, 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 Chargee or a Receiver under this Agreement or which may be deemed expedient by the Chargee or a Receiver in connection with any disposition, realisation or getting in by the Chargee or a Receiver of the Aircraft or any part thereof or in connection with any other exercise of any power under this Agreement

8 Security

- 8.1 This Agreement and the security created hereby shall be held by the Chargee as a continuing security for the discharge and performance of the Secured Obligations, and the securities, covenants and provisions contained in this Agreement shall remain in force as continuing securities to the Chargee notwithstanding any satisfaction of any part of the Secured Obligations or any other act, event or matter whatsoever, except only the execution by the Chargee of an absolute and unconditional release of the security created by this Agreement
- 8.2 The security created by this Agreement, and the powers and remedies of the Chargee under this Agreement, shall be in addition to, and shall not in any way be prejudiced or affected by, any collateral or other security or powers or remedies now or hereafter held by the Chargee for all or any part of the Secured Obligations
- 8.3 No delay or omission of the Chargee in the exercise of any right or power vested in it hereunder shall impair such right or power or be construed as a waiver of or an acquiescence in any default by the Chargor

9 Indemnity

- 9.1 The Chargor will indemnify the Chargee and every Receiver appointed pursuant hereto in respect of all liabilities and expenses reasonably incurred by it, him or them in good faith in the exercise of any rights, powers or discretions vested in it, him or them pursuant hereto, provided, however, that notwithstanding the foregoing the Chargor need not indemnify the Chargee or any Receiver under this clause 9 (*Indemnity*) to the extent that the relevant losses are caused by the gross negligence or wilful misconduct of the Chargee or such Receiver

- 9.2 Without prejudice to the Chargee's duties at law, the Chargee shall not be liable for any Losses arising in connection with the exercise of any of its rights, powers and discretions in good faith hereunder and, in particular (without limitation) the Chargee and any Receiver in possession shall not be liable to account as chargee in possession or for anything except actual receipts

10 Counterparts

This Agreement may be executed in counterparts

11 Governing Law

This Agreement and any non-contractual obligations connected with it are governed by, and shall be construed in accordance with, English law

12 Intercreditor Deed

The provisions of each of clauses 25 (*Notices*), 28 (*Enforcement*) and 26.3 (*Miscellaneous*) of the Intercreditor Deed apply to this Agreement, mutatis mutandis, as if set out in full herein and as if references to "this Deed" were references to this Agreement

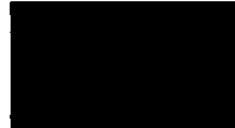
This Agreement has been executed on the date stated at the beginning of this Agreement

**SECURITY AGREEMENT
ONE CANADAIR REGIONAL JET AIRCRAFT - MSN 7343
SIGNATURE PAGE**

The Chargor

Signed for and on behalf of)

SIX WHOLE MILES LIMITED)



Rich Lynn

Representing L.D.C. Corporate Director No. 1 Limited

The Chargee

Signed for and on behalf of)

SAIMER LEASING LIMITED)

**SECURITY AGREEMENT
ONE CANADAIR REGIONAL JET AIRCRAFT.- MSN 7343
SIGNATURE PAGE**

The Chargor

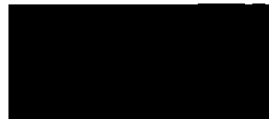
Signed for and on behalf of)

SIX WHOLE MILES LIMITED)

The Chargee

Signed for and on behalf of)

SAIMER LEASING LIMITED)



John Hackett
Director