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# 395

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**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

\* insert full name  
of Company

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use \ Company number

17 ~~18~~

3588423

Name of company

\* SIX WHOLE MILES LIMITED (the "Mortgagor")

Date of creation of the charge

3 April 2000

Description of the instrument (if any) creating or evidencing the charge (note 2)

A second aircraft mortgage dated 3 April 2000 made between (1) the Mortgagor and (2) Air Nostrum Lineas Aereas Del Mediterraneo, S.A. (the "Mortgagee")

Amount secured by the mortgage or charge

## The Secured Obligations

Defined terms used in the Form 395 are defined in the attached Schedule.

Names and addresses of the mortgagees or persons entitled to the charge

Air Nostrom Lineas Aereas Del Mediterraneo, S.A.  
Francisco Valldecabres 31, 46940 Manises, (Valencia) Spain.

Postcode

Presentor's name address and  
reference (if any):

Clifford Chance  
200 Aldersgate Street  
London EC1A 4JJ

London-2/610879

Time critical reference  
GMW/AJXG/E0009/00601

For official Use  
Mortgage Section

1 Post room



LD2  
COMPANIES HOUSE

0303  
04/04/00

1. The Mortgagor mortgages to the Mortgagee all right, title and interest, present and future, in the Aircraft by way of second priority legal mortgage subject to any Permitted Liens, as continuing security for the punctual performance of the Secured Obligations.
2. The Agreement contains a negative pledge.
3. The Agreement contains a covenant for further assurances.

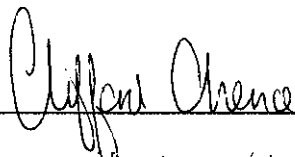
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lettering**

Particulars as to commission allowance or discount (note 3)

None.

Signed



Date

4/2/00

On behalf of ~~company~~ mortgagee/chargee †

**A fee of £10 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)**

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

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"Aircraft" means (a) One (1) Canadair Regional Jet Aircraft airframe with manufacturer's service number 7249, as more fully described in Schedule 1 to the Conditional Sale Agreement and (b) all substituted, renewed and replacement, Engines or Parts at any particular time installed in or on such aircraft including, in the case of both (a) and (b), any Engine or Part which is for the time being detached from such aircraft but remains the property of the Mortgagor pursuant to the Conditional Sale Agreement;

"Conditional Sale Agreement" means the conditional sale agreement dated 22 February 1999 between the Mortgagor, as owner, and the Mortgagee, as purchaser, pursuant to which the Mortgagor has agreed to bail and sell to the purchaser the Aircraft and the purchaser has agreed to purchase from the Mortgagor the Aircraft, upon the terms and subject to the conditions thereof;

"Delivery" means the sale and transfer of title to the Aircraft to the Purchaser pursuant to the Conditional Sale Agreement and the relevant Purchase Agreement Assignment or the relevant Sale and Assignment Agreement, as the case may be;

"Delivery Date" means the date on which Delivery shall occur;

"Engines" means (a) all or any (as the context may require) of the two (2) General Electric Inc. CF34-3B1 engines with manufacturer's serial number GE-E-877415 and GE-E-872416 including any Parts pertaining thereto, whether or not from time to time after Delivery of the Aircraft installed on the Aircraft, and any and all substitutes, replacements, renewals and additions made thereto to any or all of which the owner has title; including any parts which, having been removed from such engine, remain the property of the owner pursuant to the Conditional Sale Agreement.

"Lenders" has the meaning ascribed to it in the Conditional Sale Agreement;

"Operative Documents" means the Security Assignment, each Confirmation of Sale, each Bill of Sale, each Invoice, the Intercreditor Deed, the Loan Agreements, the Guarantees, each Security Document, each Second Mortgage, the Purchase Agreement, each Purchase Agreement Assignment, each Sale and Assignment Agreement, the Deregistration Power of Attorney, the Engine Manufacturer Consent and Agreement, the Manufacturer Mortgage Consent and Agreement, the Parent Comfort Letter and all agreements, consents, acknowledgements, certificates, notices and other documents from time to time issued or entered into pursuant to or directly in connection with any thereof;

"Owner" means Six Whole Miles Limited;

"Parts" means any part, component, appliance, accessory, instrument or other term of equipment (other than complete engines) for the time being installed in or attached to the Aircraft or Engines;

"Permitted Liens" means:

(a) any lien in respect of taxes which are either not yet assessed or, if assessed, are not yet due and payable or are being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the Purchaser);

continuation.....

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

CHFP025

Please complete  
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in black type, or  
bold block lettering

Company Number

3588423

Name of Company

SIX WHOLE MILES LIMITED (the "Mortgagor")

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Please complete  
legibly, preferably  
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bold block lettering

(b) any lien of an airport, hangar-keeper, mechanic, material man, repairer, employee or other similar lien arising in the ordinary course of business by statute or by operation of law, in respect of obligations which are not overdue or which are being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the Purchaser); and

(c) any lien granted by the Owner to the Security Trustee, the Purchaser or the Lenders pursuant to the Operative Documents,

Provided that (in relation to both (a) and (b) ) any such proceedings, or the continued existence of such lien, do not involve any likelihood of the sale, detention, forfeiture or loss of the relevant Aircraft or any Engine or any other part of such Aircraft or any interest in any of the foregoing;

"Purchaser" means Air Nostrum Lineas Aereas Del Mediterraneo, S.A.;

"Secured Obligations" means the obligations of the Mortgagor to transfer title of the Aircraft, owed to the Mortgagee 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 owned under or by virtue of the Second Aircraft Mortgage or the Conditional Sale Agreement;

"Security Trustee" means the Law Debenture Trust Corporation plc, and its successors and permitted assigns.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03588423

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECOND AIRCRAFT MORTGAGE DATED THE 3rd APRIL 2000 AND CREATED BY SIX WHOLE MILES LIMITED FOR SECURING THE OBLIGATIONS OF THE COMPANY TO TRANSFER TITLE OF THE AIRCRAFT OWED TO AIR NOSTRUM LINEAS AEREAS DEL MEDITERRANEO, S.A. 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 OWNED UNDER OR BY VIRTUE OF THE SECOND AIRCRAFT MORTGAGE OR THE CONDITIONAL SALE AGREEMENT (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 4th APRIL 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th APRIL 2000.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



C O M P A N I E S   H O U S E

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