

Particulars of a mortgage or charge

395

A fee of £13 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

[32] [] [] []

02426112

Name of company

* Walker Aviation Leasing (UK) Limited (the "Borrower")

Date of creation of the charge

8 September 2005

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

Aircraft mortgage in relation to one Bombardier Dash 8-Q400 Aircraft with manufacturer's serial number 4093 with current registration mark G-JEDW made between the Borrower and The Governor and Company of the Bank of Scotland (the "Security Trustee") (the "Mortgage").

Amount secured by the mortgage or charge

All moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Borrower 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, the Mortgage or any other Finance Document, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Borrower (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Borrower) of any of its obligations under the Facility Agreement, the Mortgage or any other Finance Document, and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them (the "Secured Obligations").

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

The Governor and Company of the Bank of Scotland, 11 Earl Grey Street, Edinburgh,

Postcode EH3 9BN

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

Stephenson Harwood
One St Pauls Churchyard
London
EC4M 8SH

1145/44-00311/3387504

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

0257
19/09/05

Short particulars of all the property mortgaged or charged

All the Borrower's interest present and future in and to:

1. the Aircraft; and
2. all Aircraft Documents.

Pursuant to clause 5.2 of the Mortgage, the Borrower shall not without the prior written consent of the Security Trustee (but subject to and without prejudice to the provisions of the Facility Agreement and the other Finance Documents) sell, assign, transfer or otherwise dispose of any of the Mortgaged Property or create or suffer to exist any Encumbrance upon or with respect to any of the Mortgaged Property except for the Mortgage and Permitted Liens.

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legibly, preferably
in black type, or
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Particulars as to commission allowance or discount (note 3)

Nil

Signed *Stephenson*

Date *16 September* 2005

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~]

A fee is payable
to Companies
House in
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or charge.
(See Note 5)

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

† delete as
appropriate

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**Particulars of a mortgage or charge
(continued)**

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

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

Company Number

02426112

Name of Company

Walker Aviation Leasing (UK) Limited (the "Borrower")

Limited*

* delete if
inappropriate

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

"Agent" means The Governor and Company of the Bank of Scotland acting through its office at 155 Bishopsgate, London EC2M 3YB in its capacity as agent for the Lenders or any successor appointed pursuant to Clause 27 of the Facility Agreement.

"Aircraft" means:

- (a) the Airframe;
- (b) the Engines, and, where the context permits,
- (c) the Technical Records.

"Airframe" means:

- (a) the Bombardier Q400 airframe with Manufacturer's serial number 4093 and current registration mark G-JEDW; and
- (b) any and all Parts so long as the same shall be incorporated or installed on or attached to the Airframe and for so long as the Borrower owns them after removal from such airframe; and where the context permits
- (c) the Technical Records relating to such airframe and all of its Parts.

"Assignment of Insurances" means the assignment of the benefit of the Aircraft's hull and hull war risks Insurances made or to be made by the Lessee in favour of the Borrower and any notices and acknowledgements required thereunder.

"Business Day" means a day on which banks are open for the transaction of business of the nature required by the Facility Agreement in London, England, and in respect of the Drawdown Date and the provisions of Clause 5 of the Facility Agreement only New York, New York, USA.

"Dollars" and "\$" means the lawful currency of the United States of America.

"Drawdown Date" means the Business Day on which the Facility is drawn down pursuant to the Facility Agreement.

"Engines" means:

- (a) each, any or all, as the context may require of:
 - (i) the two Pratt & Whitney PW-150A turboprop engines with Manufacturer's serial numbers PCA-FAO211 and PCA-FAO217 and Dowty propellers with manufacturers serial numbers DAP 0207 and DAP 0208 respectively; or
 - (ii) any engine which is, from time to time, substituted for such an engine, or a previously substituted engine, pursuant to the terms of the Facility Agreement or the Lease;
- (b) any and all Parts, so long as they are incorporated in or installed on or attached to any such engine or so long as the Borrower owns them after removal from any such engine; and, where the context permits,
- (c) the Technical Records, relating to such engines and all of their Parts.

"Facility" means the principal amount drawn down by the Borrower under the Facility Agreement on the Drawdown Date or, as the context may require, the balance thereof from time to time outstanding after the deduction of all repayments and prepayments.

"Facility Agreement" means the facility agreement dated 29 July 2005 between the Borrower, the Lenders, the Agent and the Security Trustee in relation to the Aircraft.

"Fee Letter" means the letter agreement dated on or before the Drawdown Date from the Agent to the Borrower setting out the fees payable under Clause 20 (*Fees*) of the Facility Agreement.

"Finance Document" means the Mortgage, any Fee Letter, any Security Document (as defined in the Facility Agreement but excluding the First Loss Deficiency Guarantee) and any other document designated as such by the Agent and the Borrower.

"Finance Parties" means, together, the Lenders, the Agent and the Security Trustee.

"First Loss Deficiency Guarantee" means a Dollar denominated first loss deficiency guarantee including a remarketing agreement to be provided by the Seller in favour of the Security Trustee in a maximum amount of 10% of the Original Purchase Price and represented by a coverage band in an amount determined in accordance with Schedule 6 (*First Loss Deficiency Guarantee Coverage*) of the Facility Agreement.

"Guarantee" means the guarantee dated on or before the Drawdown Date and made by the Guarantor in favour of the Agent in respect of, among other things, the Outstanding Indebtedness.

"Guarantor" means Walker Aviation Limited a company organised and existing under the laws of England with its principal place of business at Jack Walker House, Exeter International Airport, Exeter, Devon EX5 2HL.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Aircraft Documents" means the documents, data and records identified in Schedule 1 of the Lease and any other documents and records referred to in clause 7.8 (*Records*) of the Lease, and all additions, renewals, revisions and replacements from time to time made to any of the foregoing in accordance with the Lease.

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"Encumbrance" means any mortgage, charge (whether fixed or floating), pledge, lien, statutory or other right in rem, hypothecation, assignment, security interest, lease, option, title retention, preferential right or trust or any encumbrance of any kind having the effect of securing any obligation of any person or preferring any creditor (including rights of set-off, reciprocal fee arrangements and defeasance) and any rights of forfeiture, confiscation or detention.

"Mortgaged Property" means the property, assets and rights for the time being and from time to time comprised in or subject to the Mortgage; and references to Mortgaged Property include references to any part of such Mortgaged Property.

"Permitted Lien" means, in respect of the Aircraft:

- (a) any Encumbrance in favour of the Agent made pursuant to the Security Documents;
- (b) the Lease and any Permitted Lien expressly permitted under the terms of, and as defined in, the Lease; and
- (c) any Encumbrance for Taxes which have not yet been assessed or are not yet due and payable or which are being contested in good faith and by appropriate proceedings provided that any such Encumbrance does not arise by reason of any default in performance of any obligation by the Borrower or the Lessee and so long as the same does not involve any likelihood of the detention, seizure, forfeiture, sale or loss of, or of any interest in, the Aircraft.

"Taxes" means any and all present and future taxes, levies, imposts, duties, charges, fees, deductions and withholdings of any nature whatsoever imposed, levied, collected, withheld or assessed by any governmental, fiscal or other competent authority in any jurisdiction (including any value added or similar tax and any stamp, documentary, registration or similar tax together with any penalty, cost, interest and expenses payable in connection with any failure to pay, or delay in paying, any of the same) and "Tax" and "Taxation" shall be construed accordingly.

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

02426112

Name of Company

Walker Aviation Leasing (UK) Limited (the "Borrower")

Limited*

* delete if
inappropriate

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

"Insurances" means all policies and contracts of insurance and reinsurance which are from time to time taken out or entered into in accordance with the provisions of the Facility Agreement.

"Lease" means the lease agreement in respect of the Aircraft dated on or before the Drawdown Date made between the Borrower as lessor and the Lessee as lessee, including any extension in accordance with clause 4.5 of the Lease.

"Lessee" means Jersey European Airways (UK) Limited, a company organised and existing under the laws of England with its registered office at Jack Walker House, Exeter International Airport, Exeter, Devon EX5 2HL.

"Lenders" means, before any transfer under Clause 23 (*Assignments And Transfer*) of the Facility Agreement, each of the financial institutions named in Schedule 1 (*The Lenders*) of the Facility Agreement and, thereafter, each of such financial institutions and each Transferee but only for so long as it has any rights or obligations under the Transaction Documents in respect of the funding of the Facility.

"Manufacturer" means in relation to the Airframe, the Seller and, in relation to the Engines, Pratt & Whitney Canada, Ltd.

"Original Purchase Price" means \$19,024,946.

"Outstanding Indebtedness" means the aggregate of the Facility, interest thereon and all moneys whatsoever now or hereafter payable to the Finance Parties under the Security Documents other than the First Loss Deficiency Guarantee.

"Parts" means, whether or not for the time being installed on the Aircraft:

- (a) any and all components, furnishings, equipment, accessories, instruments, navigational and communications equipment, modules and other items (other than a complete Engine) furnished with the Aircraft on the Delivery Date (as defined in the Lease); and
- (b) any other component, furnishing or equipment (other than a complete Engine) title to which has passed to the Borrower pursuant to the Lease.

"Security Assignment" means the assignment by way of security of the Assigned Property (as defined therein) dated on or before the Drawdown Date and granted by the Borrower in favour of the Security Trustee.

"Security Documents" means:

- (a) the Facility Agreement;
- (b) the Assignment of Insurances;
- (c) the Guarantee;
- (d) the First Loss Deficiency Guarantee;
- (e) the Mortgage;
- (f) the Security Assignment;
- (g) any other document granted in favour of the Agent as security for the Outstanding Indebtedness or any part of it whether at the time the Facility is drawn down or subsequently; and
- (h) any and all notices and acknowledgements to be entered into pursuant to any of the documents referred to in the preceding sub Clauses of this definition.

"Seller" means Bombardier Inc., a corporation organised and existing under the laws of Canada with its registered office at 123 Garratt Boulevard, Downsview, Ontario, Canada.

"Technical Records" means the documents, data and records identified in Schedule 1 of the Lease and any other documents and records referred to in clause 7.8 (*Records*) of the Lease, and all additions, renewals, revisions and replacements from time to time made to any of the foregoing in accordance with the Lease.

"Transaction Documents" means:

- (a) the Facility Agreement and each of the other Security Documents;
- (b) the Fee Letter;
- (c) the Lease; and
- (d) each Transfer Certificate.

"Transferee" means a financial institution to which a transfer of all or part of the rights and obligations of a Lender under the Facility Agreement is made in accordance with Clause 23 (*Assignments and Transfers*) of the Facility Agreement.

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 7 (*Form of Transfer Certificate*) of the Facility Agreement signed by a Transferee and a Lender.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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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. 02426112

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AIRCRAFT MORTGAGE IN RELATION TO ONE BOMBARDIER DASH 8-Q400 AIRCRAFT WITH MANUFACTURER'S SERIAL NUMBER 4093 WITH CURRENT REGISTRATION MARK G-JEDW DATED THE 8th SEPTEMBER 2005 AND CREATED BY WALKER AVIATION LEASING (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 19th SEPTEMBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd SEPTEMBER 2005 .

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Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES