

Please do not  
write in  
this margin

## Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

CHA 116

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

\* insert full name  
of company

To the Registrar of Companies

For official use

Company number

117

2279211

Name of company

\* BRITISH AEROSPACE REGIONAL AIRCRAFT LIMITED (the "Debtor")

Date of creation of the charge

27th November, 1996

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

Assignment of Aircraft Lease Agreement and Security Agreement (the "Security Agreement") dated 27th November, 1996 between the Debtor and Jet Acceptance Corporation (the "Secured Party")

Amount secured by the mortgage or charge

The payment of the rent and other amounts due and owing under the BARAL Sublease, the Security Agreement and the performance and observance of all the covenants and conditions contained in the BARAL Sublease and the Security Agreement (the "Secured Obligations")

For the purposes of this form 395:

"Aircraft" means one British Aerospace model 146-200A aircraft bearing manufacturer's serial number E2107 together with four Engines installed thereon from time to time;

"Airframe" means:

(a) the Aircraft; and

(See continuation sheet No. 1 Page 2)

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

Jet Acceptance Corporation whose post office address is c/o British Aerospace Holdings, Inc., 15000 Conference Center Drive, Suite 200, Chantilly, Virginia 20151, USA

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

Allen & Overy  
One New Change  
London  
EC4M 900

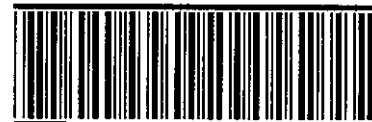
B2:75597.1

Time critical reference

For official use

Mortgage Section

1 Post room



KLO \*K6B4TRLA\* 2287  
COMPANIES HOUSE 18/12/96

Short particulars of all the property mortgaged or charged

The Debtor has mortgaged, assigned, pledged and hypothecated to the Secured Party:

(a) all right, title, interest, claims and demands of the Debtor as lessor in, to and under the Southern Sublease and any Future Permitted Sublease including the interim term and basic term thereunder and any renewal term thereof, together with all rights, powers, privileges, options and other benefits of the Debtor as lessor thereunder, including, without limitation, the immediate and continuing right to demand, receive and collect all rent thereunder, income, revenues, issues, profits, insurance proceeds, condemnation awards and other payments (other than any insurance proceeds payable under general public liability policies maintained by the Sub-Sublessee or any future sub-lessee, as the case may be, pursuant thereto which by the terms thereof are payable directly to the Debtor for its own account), tenders and security payable to or receivable by the lessor at the date of the Security Agreement or thereafter under the Southern Sublease or any Future Permitted Sublease, and the right to make all waivers and

(See continuation sheet No. 1 page 4)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

None

Signed Allen e Overy

Date 18.12.96

On behalf of [company] [~~mortgagee/chargee~~]<sup>†</sup>

<sup>†</sup> delete as appropriate

- 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.

Please do not  
write in this  
binding margin

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

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

CHA 116

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

Company Number

2279211

Name of Company

BRITISH AEROSPACE REGIONAL AIRCRAFT LIMITED (the "Debtor")

Limited\*

\* delete if  
inappropriate

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

(b) any and all appliances, parts, instruments, appurtenances, accessories, furnishings or other equipment of whatever nature (except Engines or engines) so long as the same shall be incorporated or installed in or attached to the Aircraft, or, so long as title shall remain vested in the Owner-Trustee in accordance with the terms of Section 8 of the Lease after removal from the Aircraft. The term "Airframe" shall also include any Replacement Airframe conveyed to the Owner-Trustee pursuant to Section 9(c) of the Lease in replacement for the Airframe leased thereunder;

"BARAL Sublease" means the aircraft sublease agreement dated 27th November, 1996 between the Secured Party as sublessor and the Debtor as sublessee of the Aircraft;

"Engine" means:

(a) in relation to the Aircraft four Textron-Lycoming engines, Model ALF502R-5, with serial numbers LFO-5523A, LFO-5524A, LFO-5525A and LFO-5527A, whether or not from time to time thereafter installed on the Airframe or removed therefrom or installed on any other airframe (together the "Engines");

(b) any engine which may at any time be conveyed to the Owner-Trustee pursuant to Section 9(b) (or 8(d) with respect to any re-engining of the Aircraft) of the Lease in replacement for an Engine leased thereunder;

(c) any and all appliances, parts, instruments, appurtenances, accessories or other equipment of whatever nature, so long as the same shall be incorporated or installed in or attached to any Engine subject to the Lease, or, so long as title thereto shall remain vested in the Owner-Trustee in accordance with the terms of Section 8 of the Lease, after removal from such Engine;

"Lease" means the lease agreement dated 17th July, 1988 between the Owner-Trustee, as lessor and the Secured Party, as lessee;

"Owner-Trustee" means First Security Bank of Utah, National Association in its capacity as trustee under the Trust Agreement and its successors in trust thereunder;

"Replacement Airframe" means a British Aerospace 146-200A aircraft (except Engines or engines from time to time installed thereon) the cockpit configuration of which is substantially the same as the Airframe which is being replaced, and which shall have been conveyed to the Owner-Trustee pursuant to Section 9(c) of the Lease in replacement of the Airframe leased thereunder; and

"Trust Agreement" means the trust agreement dated 17th July, 1988 between ITC Leasing Corporation, as trustor, its successors and permitted assigns of its beneficial interest thereunder, and First Security Bank of Utah, National Association, as trustee.

• Please do not  
write in this  
binding margin

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

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

agreements, to give and receive duplicate copies of all notices and other instruments or communications, to take such action upon the occurrence of any event of default thereunder, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Southern Sublease or any Future Permitted Sublease or by law and to do any and all other things whatsoever which the Debtor or any lessor is or may be entitled to do under the Southern Sublease or any Future Permitted Sublease; and

(b) all right, title, interest, claims and demands of the Debtor in, to and under any guaranty given in connection with the Southern Sublease, the Qantas Guarantee and any other Future Guarantee, together with all rights, powers, privileges, licences, easements, options and other benefits of the Debtor thereunder, including, without limitation, the right to make all waivers and agreements, to give and receive all notices and other instruments or communications, to take such action upon the occurrence of a default thereunder, including the commencement, conduct and continuation of legal, administrative or other proceedings, as shall be permitted thereby or by law, and to do any and all other things which the Debtor is or may be entitled to do thereunder (the "Collateral").

#### After-acquired property

Any and all property described or referred to in paragraphs (a) and (b) above which is hereafter acquired by the Debtor shall ipso facto and without any further conveyance, assignment or act on the part of the Debtor or the Secured Party, become and be subject to the lien and security interest described in paragraphs (a) and (b) above as fully and completely as though specifically described in paragraphs (a) and (b) above.

#### Negative pledge

The Debtor will not without the prior written consent of the Secured Party:

(a) by affirmative act consent to the creation or existence of any security interest or other lien (other than the security interest and lien of this Security Agreement) to secure the payment of indebtedness upon the Collateral or any part thereof; or

(b) assign, transfer or hypothecate (other than to the Secured Party under the Security Agreement) any payment of rent or any other sum payable under the Southern Sublease or any Future Permitted Sublease or any future guarantee, including, without limitation, interim rent, basic rent, stipulated loss value or termination value, then due or to accrue in the future thereunder in respect of the Airframe or Engine.

For the purposes of this form 395:

"Future Guarantee" means any guarantee given in connection with any Future Permitted Sublease;

"Future Permitted Sublease" means any future permitted sublease of the Aircraft from the Debtor;

"Qantas Guarantee" means the guarantee between Qantas Airways Limited (ACN 009 661 901) and British Aerospace Regional Aircraft Limited dated 27th November, 1996;

"Southern Sublease" means the aircraft lease agreement dated 27th November, 1996 between the Debtor, as lessor and the Sub-Sublessee as lessee; and

"Sub-Sublessee" means Southern Australia Pty Limited.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02279211

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF AIRCRAFT LEASE AGREEMENT AND SECURITY AGREEMENT DATED THE 27th NOVEMBER 1996 AND CREATED BY BRITISH AEROSPACE REGIONAL AIRCRAFT LIMITED FOR SECURING THE "SECURED OBLIGATIONS" OF THE COMPANY TO JET ACCEPTANCE CORPORATION (AS DEFINED IN THE AGREEMENT) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th DECEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23rd DECEMBER 1996.

*S.M. McGeorge*

S. M. McGEORGE

for the Registrar of Companies



C O M P A N I E S H O U S E

HC026B

DB  
23.12