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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

395

Please do not
write in
this margin

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

* Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

Name of company

* 247 Jet Limited (the "Mortgagor")

Date of creation of the charge

30 December 2005

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

Aircraft Mortgage (the "Mortgage")

Amount secured by the mortgage or charge

All or any monies and liabilities which will for the time being be due, owing or incurred in whatsoever manner to the Bank by the Mortgagor (including, without limitation, under or in connection with the Secured Agreements), whether actually or contingently, solely or jointly and whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which the Bank may in the course of its business charge or incur in respect of any of those matters or for keeping the Mortgagor's account, and so that interest shall be computed and compounded according to the Bank's usual rates and practice as well after as before any demand made or decree obtained under the Mortgage (the "Obligations Secured")

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

The Governor and Company of the Bank of Scotland (the "Bank")
3/5 Albyn Place, Aberdeen

Postcode AB10 1PY

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

Blake Laphorn Linnell

DX 38538 Southampton 3

REF: KJS/MRF

Time critical reference

For official use (06/2005)

Mortgage Section

Post room

A51
COMPANIES HOUSE

ATP4XB02

347
07/01/2006

Short particulars of all the property mortgaged or charged

As continuing security to payment and performance of the Obligations Secured the Mortgagor with full title guarantee hereby:

1 Granted in favour of the Bank a first priority mortgage over all its interest present and future in and to the Charged Assets.

2 Assigned and agreed to assign to the Bank all its interest present and future in and to:-

- (a) the Insurances;
- (b) the Warranties and all claims and rights arising in respect of a breach of the same;
- (c) the Proceeds;
- (d) the Earnings and the Leases (to the extent assignable under applicable law);
- (e) the Sale Agreement;

to the extent that the charges envisaged by paragraphs 1 or 2 are ineffective as fixed charges, they shall take effect as floating charges.

(see continuation sheet)

Please do not write in this margin

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

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed Bilal Lipton Linnell

Date 06.01.06

On behalf of ~~company~~ [mortgagee/chargee]

Notes

† 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.
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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

CONTINUATION SHEET TO M395

Company Name: 247 Jet Limited

Company Number: 3910753

Registered Office: Galla House, 695 High Road, London, N12 0BT

RANKING, NEGATIVE PLEDGE AND DISPOSALS

By Clause 6 of the Mortgage the Mortgagor undertakes and covenants with the Bank that throughout the duration of the Security Period it shall not, except in favour of the Bank or with the prior written agreement of the Bank create, or permit to subsist any Security Interest over any Security Assets other than Permitted Security Interests.

DEFINITIONS USED IN THIS M395

"Aircraft"	the Cessna Citation II (m.s.n. 550-0073) and the aviation equipment as described in Schedule 1 hereto together with, and all engines, appliances, parts, instruments, avionics, radar, radio, rotors, furnishings, seats and equipment of whatever nature which are installed on or attached to such airframe and all the Technical Documents in respect thereof and all Parts;
"Aviation Authority"	the Civil Aviation Authority of the United Kingdom and any successor body of it or any equivalent body having jurisdiction over or subject to whom the Aircraft may be registered (including for the avoidance of doubt the Secretary of State for Defence);
"Charged Assets"	(a) the Aircraft; and (b) the Parts;
"Compulsory Acquisition"	any requisition of the Aircraft for title, other compulsory acquisition of the Aircraft (otherwise than by requisition for use or hire not involving requisition of title), or condemnation, seizure, capture, nationalisation, appropriation, expropriation, deprivation or confiscation;
"Debenture"	a debenture (containing fixed and floating charges) dated 18 July 2005 granted by the Mortgagor in favour of the Bank;
"Earnings"	all monies whatsoever from time to time due or payable to the Mortgagor so long as the Mortgage shall remain in effect arising out of the use or operation of the Aircraft;
"Facility Letters"	the £800,000 term loan and asset loan facility letter and a £250,000 facility letter, both dated 13 May 2005 between the Bank and the Mortgagor;
"Insurances"	(a) all contracts and policies of insurance which are from time to time taken out or effected in respect of the Aircraft pursuant to the Secured Agreements or are required to be taken out thereunder; (b) all amounts payable thereunder; and (c) all benefits thereunder, all claims in respect thereof and any return of premiums;
"Interest Shortfall Guarantee"	the £100,000 guarantee dated 18 October 2005 given by Mr M. J. Gilbert to the Bank;
"Keyman Assignments"	the assignment in security of the Keyman Policy;

"Keyman Policy"	the keyman life insurance policy to be taken out/taken out on the life of Paul Mulligan in compliance with the Facility Letters;
"Leases"	means all leases, subleases, charters and other contracts or agreements from time to time entered into by the Mortgagor for the employment, use or operation of the Aircraft;
"Loss Proceeds"	the proceeds of any insurance or any compensation for requisition or similar payment in respect of the Aircraft;
"Parts"	any of the parts, including without limitation any engine, belonging to or installed on the Aircraft as at the date of the Mortgage, any item with which the Mortgagor replaces a Part pursuant to the Mortgage and which becomes the Mortgagor's property and subject to the Mortgage and any item or component, wherever located, which has been removed from the Aircraft but which has not been replaced by an item in accordance with the provisions of the Mortgage which has become subject to the Mortgage;
"Permitted Security Interests"	Security Interests granted with the prior written approval of the Bank;
"Personal Guarantee"	the personal guarantee for £455,000 dated 12 September 2005 given by Mr M.J.Gilbert to the Bank;
"Proceeds"	the Sale Proceeds, the Loss Proceeds, the Requisition Proceeds and the Warranty Proceeds;
"Requisition Proceeds"	the proceeds of any Compulsory Acquisition of or any requisition of the Aircraft for the use or hire by any governmental or other competent authority during the Security Period;
"Sale Agreement"	means the aircraft purchase agreement dated 30 December 2005 between the Mortgagor and St Merryn Air Limited pursuant to which the Mortgagor acquired the Aircraft;
"Sale Proceeds"	in relation to the Aircraft all cash or other valuable consideration received by or on behalf of or for account of the Mortgagor on the sale of the Aircraft;

"Security Assets"	<p>means:</p> <ul style="list-style-type: none"> (a) the Aircraft; (b) the Insurances; (c) the Earnings; (d) the Leases; (e) the Warranties; (f) the Proceeds; and (g) the Sale Agreement;
"Security Agreements"	<p>means:</p> <ul style="list-style-type: none"> (a) the Mortgage; (b) the Facility Letters; (c) the Debenture; (d) the Keyman Assignments; (e) the Personal Guarantee; and (f) the Interest Shortfall Guarantee;
"Security Interest"	<p>any mortgage, debenture, encumbrance, pledge, lien, charge, assignment, hypothecation, title retention, preferential right or trust arrangement, right of retention or other arrangement or agreement the effect of which is the creation of security over any of the Security Assets whether or not such security has, or may have, any priority over the Obligations Secured;</p>
"Security Period"	<p>the period beginning on 30 December 2005 and ending on the date upon which all the Obligations Secured which have or may arise have been irrevocably discharged in full whether by payment or otherwise;</p>
"Technical Documents"	<p>the maintenance manuals, the inspection records, log books, check sheets, engine records, manuals, technical data, task cards, catalogue drawings and all other technical records and other documents which are maintained and/or are required by the Aviation Authority to be maintained with respect to the Aircraft and each Part;</p>

"Warranties" any warranty express or implied made at any time with respect to the Aircraft or any Part by a manufacturer, or vendor of the same and shall include any warranties made in the Warranty Bill of Sale;

"Warranty Proceeds" the proceeds of any claim in respect of any of the Warranties and all amounts arising in respect of the same;

"Warranty Bill of Sale" the warranty bill of sale entered into by St Merryn Air Limited (company number 3333354), dated on or about the date of the Mortgage.

Company Name: 247 Jet Limited

Company Number: 3910753

Registered Office: Galla House, 695 High Road, London, N12 0BT

SCHEDULE 1 TO CONTINUATION SHEET TO M395

THE AIRCRAFT

Manufacturer: Cessna Aircraft Company

Model: Citation II

Manufacturer's Serial Number: 550-0073

Registration Mark: VP-CTJ (as at the date hereof but to be registered at the time of Delivery with the mark G-JBIZ and have such marking painted on the Aircraft at the Delivery Date)

Engines:

Make and Model: Pratt & Whitney JT 15 4D

Serial Numbers: PCE-70251 PCE-70220

Time/cycles since new: 7,245 hrs/6,515 8,100 hrs/6,202

Time/cycles since overhaul: 978 hrs/ 665 1,793 hrs/1,304

Impeller cycles remaining: 2,464 (out of 8,200) 10,696 (out of 12,000)

Avionics:

Comms: Dual Dittal FS-90 with 8.33 kHz frequency spacing

Comms: Dual Collins VHF 21A with 760 channels

Nav: Dual Collins VIR-30A (one FM immune)

IFF:	Dual Collins TDR-90 with Mode C
ADF:	Dual Collins ADF-60
DME:	Dual Collins DME-40
RMI:	Dual Collins RMI-332C-10
GPS:	Garmin GPS-165
Radio Altimeter:	Sperry (now Honeywell) RA-215
Flight Director:	Dual Sperry (now Honeywell) FZ-500
Autopilot:	Sperry SPZ-500
Radar:	RTR 4001 Primus 200
Stormscope:	Ryan 1000X
Cockpit Voice Recorder:	Fairchild
EGPWS:	Honeywell Mk 8
TCAS II:	Honeywell CAS 67A
Flight Data Recorder:	Fairchild
ELT:	Kanned

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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. 03910753

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN AIRCRAFT MORTGAGE DATED THE 30th DECEMBER 2005 AND CREATED BY 247 JET 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 7th JANUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2006.

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Paw*



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES