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DATED 28th March, 1996

AIRPLANES LIMITED

and

GPA II LIMITED

LOAN AGREEMENT

ALLEN & OVERY

London  
ICM:94854.2

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THIS AGREEMENT is dated 28th March, 1996 between:-

- (1) GPA II LIMITED, a company registered in Ireland whose registered office is at GPA House, Shannon, Co Clare, Ireland (the "Borrower"); and
- (2) AIRPLANES LIMITED, a company registered under the laws of Jersey whose registered office is at 22 Grenville Street, St Helier, Jersey JE4 8PX, as lender.

IT IS AGREED as follows:-

## 1. INTERPRETATION

### 1.1 Definitions

Unless the contrary intention appears any term used in the Notes Indenture shall have the same meaning herein.

In this Agreement:-

**"Commitment"**

means an amount equal to the Initial Loan and the Purchase Price Adjustment Loan;

**Commitment Period"**

means the period from the date of this Agreement to the Term Date (both dates inclusive);

**"Drawdown Date"**

means the date of the advance of the Purchase Price Adjustment Loan;

**"Event of Default"**

means an event specified as such in Clause 11 (Events of Default);

**"GPA II Share Purchase Agreement"** means a share purchase agreement made of even date between (1) GPA Group plc and (2) Airplanes Limited in respect of the shares of GPA II Limited.

**"Initial Loan"**

means the Outstanding Principal Balance borrowed by the Borrower under this Agreement to fund the acquisition by the Borrower of its subsidiaries and shall be an amount equal to US\$680,872,000 advanced by means of payments of cash and the delivery of Class E Notes as provided in this Agreement;

**"Loan"**

means the aggregate of the Initial Loan and the Purchase Price Adjustment Loan (if any);

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**"Notes Indenture"**

means the Notes Indenture dated 28th March, 1996 and made between Airplanes Limited, Airplanes U.S. Trust and Bankers Trust Company.

**"Party"**

means a party to this Agreement;

**"Purchase Price Adjustment Loan"**

means the Outstanding Principal Balance borrowed by the Borrower under this Agreement to fund the payment of any purchase price adjustment required to be paid by the Borrower in respect of the acquisition of its subsidiaries (if any) and shall be advanced by means of payments of cash and the delivery of Class E Notes as provided in this Agreement;

**"Request"**

means a request made by Borrower for a Loan, substantially in the form of Schedule 2; and

**"Term Date"**

means the first business day following the date of any Purchase Price Adjustment under a Share Sale Agreement of even date between, inter alia, GPA Group plc and Airplanes Limited.

**1.2 Construction**

- (a) In this Agreement, unless the contrary intention appears, a reference to:-
- (i) "assets" includes properties, revenues and rights of every description;
    - an "authorisation" includes an authorisation, consent, approval, resolution, licence, exemption, filing and registration;
    - a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (ii) a provision of law is a reference to that provision as amended or re-enacted;
  - (iii) a Clause or a Schedule is a reference to a clause of or a schedule to this Agreement;
  - (iv) a person includes its successors and assigns;
  - (v) references to this Agreement shall be references to this Agreement as amended, novated or supplemented; and
  - (vi) a time of day is a reference to London time.
- (b) The index to and the headings in this Agreement are for convenience only and are to be ignored in construing this Agreement.
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## 2. THE FACILITY

- 2.1 Subject to the terms of this Agreement, Airplanes Limited shall, subject to Clause 4.1 below, on the Closing Date advance the Initial Loan to the Borrower and agrees to make the Purchase Price Adjustment Loan during the Commitment Period to the Borrower up to an aggregate principal amount not exceeding the Commitment.

## 3. PURPOSE

- 3.1 The Borrower shall apply the proceeds of the Initial Loan and the Purchase Price Adjustment Loan received by it to pay the purchase price due and payable by the Borrower for the acquisition of the shares of each of its Subsidiaries and any adjustment thereto.

## 4. CONDITIONS PRECEDENT

- 4.1 The obligations of Airplanes Limited to make the advance under Clause 2 hereof is subject to the following conditions having first been satisfied:
- (a) on or prior to the Closing Date, each of Airplanes Limited and Airplanes U.S. Trust shall have authorised, executed and delivered each Relevant Document to which each is a party and each such document remains in full force and effect as at the Closing Date;
  - (b) on or prior to the Closing Date, each of the Borrowers shall have authorised, executed and delivered the Cash Deposit Assignment or in the case of GPA Finance (Bermuda) Limited and GPA Finance (Bermuda) No.2 Limited the Security Trust Agreement and each such document remains in full force and effect as at the Closing Date; and
  - (c) on or prior to the Closing Date the obligations of the parties to the GPA II Share Purchase Agreement shall have become unconditional;
  - (d) delivery of the documents set out in Schedule 1 hereto.

## 5. DRAWDOWN

### 5.1 Commitment Period

The Borrower may borrow the Purchase Price Adjustment Loan during the Commitment Period if Airplanes Limited receives a duly completed Request. The undrawn amount (if any) of the Commitment shall automatically be cancelled at close of business on the Term Date.

### 5.2 Advance of Loan

Subject to the terms of this Agreement, Airplanes Limited shall make the Purchase Price Adjustment Loan available to the Borrower on the relevant Drawdown Date. Following the Drawdown Date of the Purchase Price Adjustment Loan (if any), the Initial Loan and the Purchase Price Adjustment Loan shall form a single loan the terms of which are set out in this Agreement.

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## 6. REPAYMENT

### 6.1 Repayment in Full

Except to the extent previously repaid as provided in Clause 7.2 or 14.2 below, the Loan shall be repayable in full at its principal amount on the Payment Date being the legal maturity date of the last Class E Notes.

### 6.2 Partial Repayment on each Payment Date

Subject to the provisions of Clause 14, the Loan shall be repayable on each Payment Date in an amount equal to the aggregate amount of principal required to be repaid on the Class E Notes, on such Payment Date pursuant to Section 3.08 of the Notes Indenture. The Loan shall be so repayable at a price equal to the principal amount of Notes being repaid on the Class E Notes on such Payment Date.

## 7. PREPAYMENT

### 7.1 Prepayment

Save as provided in Clause 7.2 below, the Borrower may not prepay the Loan or any part thereof.

### 7.2 Prepayments made in respect of Purchase Price Adjustments

The Borrower shall, not later than 5 days after the receipt thereof, prepay an amount equal to the amount received by it by way of an adjustment to the purchase price paid by it to acquire its subsidiary companies.

## 8. INTEREST

### Payment of Interest

### 8.1 Subject to the provisions of Clause 14, on each Payment Date, the Borrower shall pay interest on the Loan in an amount equal to the aggregate amount of interest in respect of the Class E Notes which has fallen due and remains unpaid or which will become due and payable on such Payment Date.

## 9. PAYMENTS

### 9.1 Collection Account

The Borrower hereby agrees that it will direct any Lessee, Purchaser or Related Collateral Provider which is to make payments to such Borrower to make payments to the Collection Account unless otherwise required by law; provided that if making such payments into the Collection Account would or might reasonably be expected to give rise to taxation or increased cost affecting any Airplanes Group Member or the Trustee, the Borrower shall direct that person to make payments into another account established for the purpose provided that the new account (i) complies with the requirements set out in Article III of the Notes Indenture and (ii) will either constitute an Account or will be the subject of a security assignment in such terms as shall give Airplanes Limited the same rights and security as it would have under the Cash Deposit Assignment.

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**9.2 Non Trustee Accounts**

If the Borrower shall from time to time maintain an account (other than a Segregated Account), the Borrower undertakes to procure the transfer of moneys from such account to the Collection Account on each Business Day for so long as this Agreement shall remain in force.

**9.3 Funds**

Payments under this Agreement shall be made for value on the due date at such times and in such funds as Airplanes Limited may specify as being customary at the time for the settlement of transactions in U.S. dollars.

**9.4 Currency**

- (a) Amounts payable in respect of costs, expenses and taxes and the like are payable in the currency in which they are incurred.
- (b) Any other amount payable under this Agreement is, except as otherwise provided in this Agreement, payable in U.S. dollars.

**9.5 Set-off and counterclaim**

All payments made under this Agreement shall be made without set-off or counterclaim.

**9.6 Appointment of Airplanes Limited as attorney**

- (a) The Borrower hereby irrevocably and by way of security appoints and authorises Airplanes Limited to be its attorney to make such withdrawals as it may consider necessary, of any monies properly belonging to the Borrower, from the Accounts and to apply such monies in such manner as Airplanes Limited may in its absolute discretion consider necessary to discharge the Borrower's obligations hereunder provided however that the withdrawal and application of such monies shall be subject to the provisions of Section 3.08 of the Notes Indenture.
- (b) The Borrower hereby irrevocably agrees with Airplanes Limited that such Borrower will comply with all of the obligations to which it is expressed to be subject pursuant to each of the Relevant Documents.
- (c) The Borrower, except in the case of wilful default, undertakes to ratify and confirm and hereby ratifies and confirms any acts and documents whatsoever that Airplanes Limited shall do or cause to be done hereunder and to indemnify Airplanes Limited against all costs and expenses properly incurred by it.

**9.7 Payments from Accounts**

Subject to Clause 14 below, Airplanes Limited hereby undertakes and agrees that it shall not have recourse to any other assets of the Borrower until it shall first have applied all monies held in the Accounts (except the Lessee Funded Account) to any payments to be made by any Borrower hereunder.

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## **10. TAXES**

### **10.1 Gross-up**

All payments made by the Borrower hereunder shall be made without any deduction and free and clear of and without deduction for or on account of any taxes, except to the extent that the Borrower is required by law to make payment subject to any taxes.

### **10.2 Tax receipts**

All taxes required by law to be deducted or withheld by the Borrower from any amounts paid or payable hereunder shall be paid by the Borrower when due and the Borrower shall, within 15 days of the payment being made, deliver to Airplanes Limited evidence satisfactory to Airplanes Limited (including all relevant tax receipts) that the payment has been duly remitted to the appropriate authority.

## **11. DEFAULT**

### **11.1 Events of Default**

Each of the events set out in Clauses 11.2 and 11.3 is an Event of Default (whether or not caused by any reason whatsoever outside the control of the Borrower or any other person).

### **11.2 Non-payment**

- (a) Failure to pay when due interest on the Loan pursuant to Clause 8 above and the continuance of such default remains unremedied for a period of five Business Days or more after the same shall have become due and payable.
- (b) Failure to pay when due principal pursuant to Clause 6 above.

### **11.3 An Event of Default in respect of the Notes**

If a Default Notice is served under the Notes Indenture pursuant to Section 4.02 of the Notes Indenture or if an Event of Default (as defined in the Notes Indenture) pursuant to Section 4.01(g),(h) or (i) occurs.

### **11.4 Acceleration**

On and at any time after the occurrence of an Event of Default, Airplanes Limited may by notice to the Borrower demand that all or part of the Loan together with accrued interest and all other amounts accrued under this Agreement be immediately due and payable, whereupon they shall become immediately due and payable.

## **12. STAMP DUTIES**

The Borrower shall pay and forthwith on demand indemnify Airplanes Limited against any liability it incurs in respect of, any stamp, registration and similar tax which is or becomes payable in connection with the entry into, performance or enforcement of any Finance Document.

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### **13. PAYMENT OF EXPENSES, INDEMNITIES AND RETENTIONS**

#### **13.1 Indemnities**

The Borrower shall forthwith on demand on a joint and several basis indemnify Airplanes Limited against any loss or liability which Airplanes Limited incurs as a consequence of:

- (a) the occurrence of any Default;
- (b) the operation of Clause 11.4 (Acceleration); or
- (c) any payment of principal or interest being received later than the Payment Date.

The Borrower's liability in each case includes any loss of margin or other loss or expense on account of funds borrowed, contracted for or utilised to fund any amount payable hereunder or any amount repaid.

### **14. PRIORITY OF PAYMENTS**

**14.1** Notwithstanding anything to the contrary in this Agreement, and prior to the service of a notice following an Event of Default pursuant to Clause 11.4 above, where the funds available to the Borrower are not sufficient to pay in full the amounts due and payable pursuant to Clause 8 above, or any Deferred Amount (as defined below) or interest accrued thereon the amounts remaining unpaid (the "Deferred Amount") shall be deferred until the next following Payment Date on which funds are available for such purpose. Interest shall be payable in respect of the Deferred Amount in an amount equal to the amount of interest in respect of any unpaid amounts due and payable by Airplanes Limited pursuant to the Notes Indenture.

**14.2** If, after the service of a notice following an Event of Default pursuant to Clause 11.4 above, the Borrower has insufficient assets to repay the Loan then it shall only be liable to repay an amount equal to its available assets and all other amounts payable hereunder shall cease to be due and payable.

### **15. EVIDENCE AND CALCULATIONS**

#### **15.1 Accounts**

Accounts maintained by Airplanes Limited, the Cash Manager or any other person on their behalf in connection with this Agreement are prima facie evidence of the matters to which they relate.

#### **15.2 Certificates and determinations**

Any certification or determination by Airplanes Limited of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### **16. WAIVERS AND REMEDIES CUMULATIVE**

The rights of Airplanes Limited under this Agreement:-

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- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

## **17. SEVERABILITY**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

- (a) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

## **18. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

## **19. NOTICES**

### **19.1 Giving of notices**

All notices or other communications under or in connection with this Agreement shall be given in writing or facsimile. Any such notice will be deemed to be given as follows:-

- (a) if in writing, when delivered;
- (b) if by facsimile, when received.

However, a notice given in accordance with the above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

### **19.2 Addresses for notices**

- (a) The address, telex number and facsimile number of the Borrower is:-

c/o Airplanes Limited, 22 Grenville Street, St Helier, Jersey, JE4 8PX, Channel Islands  
Attention: Mourant & Co Secretaries Limited – Group 13  
Telecopy: (00 44) 1534 609 333

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(b) The address, telex number and facsimile number of Airplanes Limited is:-

Airplanes Limited, 22 Grenville Street, St Helier, Jersey, JE4 8PX, Channel Islands  
Attention: Mourant & Co Secretaries Limited – Group 13  
Telecopy: (00 44) 1534 609 333,

or such other as Airplanes Limited may notify to the Borrower by not less than 5 Business Days' notice.

## **20. JURISDICTION**

### **20.1 Submission**

For the benefit of Airplanes Limited, the Borrower agrees that the courts of Ireland have jurisdiction to settle any disputes in connection with this Agreement and accordingly submits to the jurisdiction of the Irish courts.

### **20.2 Forum convenience and enforcement abroad**

The Borrower:-

- (a) waives objection to the Irish courts on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement; and
- (b) agrees that a judgement or order of an Irish court in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

### **20.3 Non-exclusivity**

Nothing in this Clause 20 limits the right of Airplanes Limited to bring proceedings against a Borrower in connection with this Agreement:-

- (a) in any other court of competent jurisdiction; or
- (b) concurrently in more than one jurisdiction.

## **21. GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with Irish law.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

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**SCHEDULE 1**

**CONDITIONS PRECEDENT DOCUMENTS**

1. A copy of a resolution of the board of directors of the Borrower:-
    - (i) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement;
    - (ii) authorising a specified person or persons to execute this Agreement on its behalf.
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**SCHEDULE 2**  
**FORM OF REQUEST**

To: Airplanes Limited  
22 Grenville Street,  
St Helier,  
Jersey JE4 8PX

From: GPA II Limited  
GPA House,  
Shannon,  
Co Clare,  
Ireland

Date: [     ], 1996.

**Loan Agreement dated [Date]**

1. We wish to borrow the Purchase Price Adjustment Loan as follows:-

(a) Drawdown Date: [             ], 1996

(b) Amount: [             ]

By:

GPA II Limited  
Authorised Signatory

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SIGNATORIES

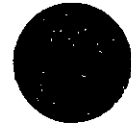
Executed as a Deed on the date set out above.

Signed, Sealed and Delivered by )  
as duly authorised )  
attorney of GPA II Limited in the )  
presence of: )

*M. S. Nathoo*

M. S. NATHOO  
One New Change,  
London EC4M 9QG

*R. Santini*



Signed and Delivered as a deed by )  
for and on behalf of )  
Airplanes Limited in the presence )  
of: )

*David S. Katz*  
David S. Katz  
1150 18th St, NW  
Washington, D.C. 20036

*R. Santini*