

MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

FRIDAY



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22/07/2011

29

COMPANIES HOUSE

1

Company details

Company number

0 2 7 6 9 7 6 8

Company name in full

Flybe Limited (the "Assignor")

2 8 1

For official use

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d5 m0 m7 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A security assignment dated 15 July 2011 between the Assignor and Export Development Canada (the "Security Trustee") in respect of one (1) Bombardier Q400 aircraft with manufacturer's serial number 4370 (the "Aircraft") (the "Security Assignment")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

All moneys, liabilities and obligations whether due, owing or payable on 15 July 2011 or thereafter arising, by the Assignor 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 Security Assignment or any other Transaction Document or as a consequence of any breach, non performance, disclaimer or repudiation by the Assignor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Assignor) of any of its obligations under the Facility Agreement, the Security Assignment or any other Transaction Document (the "Secured Obligations")

Continuation page

Please use a continuation page if you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Export Development Canada

Address 150 Slater Street

Ottawa, Canada

Postcode K 1 A 1 K 3

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

In order to secure payment, performance and discharge in full all of the Secured Obligations, the Assignor has assigned absolutely and unconditionally, with full title guarantee, to and in favour of the Security Trustee as security trustee for the Beneficiaries, the Assigned Property

To the extent that the Assigned Property is not capable of assignment, as security for the payment, performance and discharge of the Secured Obligations, the Assignor has charged, with full title guarantee and by way of a first fixed charge, the Assigned Property in favour of the Security Trustee as security trustee

The Security Assignment contains a negative pledge and a covenant for further assurance

Unless defined elsewhere on this Form MG01, please see the attached MG01 continuation page in section 6 (Short Particulars of all the property charged) of this form for the defined terms which are used throughout this Form MG01 (including in such continuation page).

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *City of London LLP* X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Helen Martin

Company name Clifford Chance LLP via CH London Counter

Address 10 Upper Bank Street

Post town

County/Region London

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Unless defined elsewhere on this Form MG01, please see the attached MG01 continuation page in section 6 (Short Particulars of all the property charged) of this form for the defined terms which are used throughout this Form MG01 (including in such continuation page)</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Agent" means Export Development Canada</p> <p>"Agreements" means the agreements or arrangements constituting the Assigned Property specified in the definition of Assigned Property</p> <p>"Aircraft" means the Bombardier Dash Q400 aircraft with manufacturer's serial number 4370, together with two (2) Pratt and Whitney 150A turboprop engines with manufacturer's serial numbers PCE-FA0816 and PCE-FA0796 and two (2) Dowty R408/6-123-F/17 propellers with manufacturer's serial numbers DAP 0806 and DAP 0811</p> <p>"Airframe" means the Bombardier Q400 aircraft with manufacturer's serial number 4370</p> <p>"Assigned Property" means all of the right, title and interest, present and future, of the Assignor in, to and under:</p> <ul style="list-style-type: none"> (a) the benefits and proceeds of the Insurances, (b) the Requisition Compensation; (c) the Warranties, (d) all proceeds in respect of the foregoing, <p>together with</p> <ul style="list-style-type: none"> (1) all claims, rights and remedies of the Assignor arising out of or in connection with a breach of or default under or in connection with any of the Agreements (including, without limitation, all damages and other compensation payable for or in respect thereof), and (11) all rights of the Assignor to require, enforce and compel performance of all of the provisions of any of the Agreements, and otherwise to exercise all claims, rights and remedies thereunder, and all rights to give relevant notices, reports, requests and consents, to make demands, to exercise discretions, options and elections thereunder and to take all other action thereunder, pursuant thereto or in connection therewith <p>"Assignor" means Flybe 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</p> <p>"Beneficiaries" means all or, as the case may be, any of the Lenders, the Agent and the Security Trustee</p> <p>"Bombardier" means Bombardier Inc, a corporation incorporated and existing under the laws of Canada represented by Bombardier Aerospace, Commercial Aircraft</p> <p>"Borrower" means Flybe Limited, a company organised and existing under the laws of England with its principal place of business at Jack Walker House,</p>

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Please give the short particulars of the property mortgaged or charged

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Exeter International Airport, Exeter, Devon EX5 2HL

"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 Ottawa, Canada and where a payment in Dollars is required to be made New York, USA

"Delivery Date" means 15 July 2011

"Dollars" 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

(1) the two Pratt & Whitney PW-150A turboprop engines with Manufacturer's serial numbers PCE-FA0816 and PCE-FA0796 respectively, or

(11) any engine which is, from time to time, substituted for such an engine, or a previously substituted engine, pursuant to the terms of this Agreement,

in either case, whether or not any such engine is from time to time installed on the Airframe, and

(b) any and all Propellers and 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

"Event of Default" means any event or circumstance specified as such in Clause 19 of the Facility Agreement or the receipt by the Assignee of notice from Bombardier that it intends, in accordance with the terms of the Purchase Agreement, to terminate the Purchase Agreement

"Facility Agreement" means the facility agreement dated 13 July 2011 between the Assignor as borrower, the Lenders, the Agent and the Security Trustee in relation to the Aircraft

"Facility Period" means the period beginning on the Drawdown Date and ending on the date upon which the Outstanding Indebtedness shall have been irrevocably and unconditionally received in full by the Agent

"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

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all principal repayments and prepayments.

"Fee Letter" means the letter agreement dated 13 July 2011 from the Agent to the Borrower setting out the fees payable under clause 20 (Fees) of the Facility Agreement

"Final Repayment Date" means the date falling on the twelfth anniversary of the Drawdown Date

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

"Fixed Rate of Interest" means the percentage rate per annum equal to the aggregate of

- (a) the fixed rate of interest determined and agreed in accordance with clause 6 of the Facility Agreement (which fixed rate of interest shall be inclusive of the Margin and the Liquidity Margin),
- (b) the Mandatory Cost, if any,

"Guarantee" means the guarantee dated on 13 July 2011 and made by the Guarantor in favour of the Security Trustee in respect of, among other things, the Outstanding Indebtedness

"Guarantor" means Flybe Group 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

"Insurances" means (a) all policies and contracts of insurance (other than liability insurances) effected from time to time in respect of or relating to the Aircraft, the Engines or any part thereof and (b) all the benefits of, and all claims under, all such policies and contracts of insurance and all proceeds thereof

"Interest Period" means each period by reference to which interest is calculated and payable either on the Facility (in accordance with clause 6 (Interest) of the Facility Agreement) or on any Overdue Sum in accordance with clause 19.3 (Default Interest Rate) of the Facility Agreement provided that

- (a) if any Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall end on the next succeeding Business Day unless the next succeeding Business Day falls in the next month, in which event such Interest Period shall end on the preceding Business Day; and
- (b) any Interest Period which would otherwise extend beyond the Final Repayment Date shall end on that date

"Interest Rate" means, as long as the Borrower has elected a floating rate of interest in accordance with clause 6.1 of the Facility Agreement, the rate of interest certified by the Agent as being equal to the aggregate

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>of:</p> <ul style="list-style-type: none"> (a) the Margin, (b) LIBOR or the interest rate determined in accordance with clause 6 3.3 (<i>Alternative Interest Rates</i>) of the Facility Agreement, for the relevant Interest Period, (c) Mandatory Cost; and (d) Liquidity Margin <p>"Lease Assignment" means the assignment of the benefit of any Permitted Lease made or to be made by the Borrower from time to time in favour of the Security Trustee and any notices and acknowledgements required thereunder</p> <p>"Lenders" means, before any transfer under clause 23 (<i>Assignments and Transfer</i>) of the Facility Agreement, each of the financial institutions named in Schedule 1 (<i>The Lenders</i>) 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,</p> <p>"LIBOR" means, in relation to any amount on which interest for a given period is to accrue</p> <ul style="list-style-type: none"> (a) the applicable Screen Rate, or (b) (if no Screen Rate is available for the relevant currency or the period of that amount) the arithmetic means of the rates (rounded upwards to four decimal places) as supplied to the Agent at its request quoted by the Reference Banks to leading banks in the London interbank market, <p>as of 11 00 a m , London Time, on the Quotation Date for the offering of deposits in the currency of that amount for a period comparable to the relevant period.</p> <p>"LIBOR Break Amount" means, in the case of any Facility bearing interest at the Interest Rate, an amount equal to the net loss or additional expense which the applicable Lender sustains or incurs as a direct result of the payment or prepayment (whether by mandatory or voluntary prepayment, purchase, acceleration or any other form of payment or prepayment) of all or any portion of such Lender's Facility on a date other than the last day of an Interest Period (but excluding loss of the applicable Margin), as reasonably determined by such Lender by reference to the Screen Rate applicable in respect of such Interest Period and as set forth in a statement provided by such Lender which includes in reasonable detail the basis for the calculations of the amount being claimed which statement, absent manifest error, shall be conclusive and</p>

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>binding on the Borrower for all purposes</p> <p>"Liquidity Margin" means 0.13 per cent per annum</p> <p>"Make-Whole Cost" means, with respect to any Fixed Rate of Interest Facility, an amount equal to the excess, if any, of (i) the present value, as of the date of the relevant prepayment of such Facility, of the respective instalments of principal and interest (including the Margin) on such Facility that, but for such prepayment, would have been payable on each scheduled Payment Date after such prepayment over (ii) the principal amount of such Facility then being prepaid. Such present value shall be determined by discounting the amounts of such instalments from their respective Payment Dates to the date of such prepayment at a percentage rate per annum equal to the sum of (x) the interpolated then US Dollar Swap Rate applicable to the then remaining weighted average life of such Facility and (y) 1.0%</p> <p>"Mandatory Cost" means the percentage rate per annum calculated by the Agent in accordance with Schedule 4 (Mandatory Cost) of the Facility Agreement.</p> <p>"Margin" means 1.39 per cent per annum being an aggregate of the margin of 1.34 per cent per annum and the 0.05 per cent administration fee</p> <p>"Mortgage" means</p> <p>(a) the first priority mortgage in respect of the Aircraft dated 15 July 2011 between the Borrower and the Security Trustee, and</p> <p>(b) the first priority mortgage in respect of the Aircraft dated 18 July 2011 between Borrower and the Security Trustee.</p> <p>"Mortgagor" means Flybe Limited.</p> <p>"Other Aircraft" means the Bombardier Q400 aircraft with manufacturer's serial numbers 4142, 4144, 4146, 4242, 4248, 4253, 4255, 4259, 4344 and 4350 and the Pratt & Whitney PW-150A turboprop engines with manufacturer's serial numbers FA0487, FA0640, FA0644 and FA0645 operated or to be operated by the Borrower any any other aircraft or engine the subject of an Other EDC Transaction.</p> <p>"Other EDC Transaction" shall mean any direct or indirect future Export Development Canada-supported financing (including, without limitation, whether by way of a loan, a lease or a guarantee) for or for the benefit of the Borrower or the Guarantor or any of their respective affiliates</p> <p>"Outstanding Indebtedness" means the aggregate of the Facility, interest thereon and all moneys whatsoever payable to the Finance Parties under the Facility Agreement and the other Transaction Documents (including in respect of a Fixed Rate of Interest Loan any applicable Make-Whole Costs and in respect of a Loan bearing interest at the Interest Rate any applicable LIBOR Break Amount)</p>

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Please give the short particulars of the property mortgaged or charged

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"Overdue Sum" means any amount which is not paid when due under any this Agreement or any Transaction Document

"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, and

(b) any other component, furnishing or equipment (other than a complete Engine) title to which has passed to the Borrower.

"Payment Date" means each of

(a) the dates set out in column 1 of Schedule 5 of the Facility Agreement, and

(b) to the extent that such date is not listed in (a) above, the last day of each Interest Period during the Facility Period including the Final Repayment Date

"Permitted Lease" means any agreement to lease made between the Borrower and the relevant lessee permitted by the provisions of the Facility Agreement

"Propeller" means, whether or not installed on an Engine, each of the Dowty R408/6-123-F/17 propellers with manufacturers serial numbers DAP0806 and DAP0811 respectively, and

(a) any and all Parts, so long as they are incorporated in or installed on or attached to any such propeller or so long as the Borrower owns them after removal from any such propeller, and, where the context permits, and

(b) the Technical Records, relating to such propellers and all of their Parts

"Purchase Agreement" means the purchase agreement number 0606 relating to, inter alia, the purchase of the Aircraft dated 7 May 2007 and entered into between Bombardier and the Assignor, together with the exhibits thereto and all letter agreements, credit memoranda, change orders or other amendments or supplements in relation thereto

"Quotation Date" means, in relation to any period for which an interest rate is to be determined the second Business Day before the first day of that period unless market practice differs in the London interbank market, in which case the Quotation Date will be determined by the Agent in accordance with market practice in the relevant interbank market (and if quotations would normally be given by leading banks in the relevant interbank market on more than one day, the Quotation Date will be the last of those days)

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"Reference Banks" means those banks as selected by the Agent

"Requisition Compensation" means any proceeds of requisition (whether for title, use, hire or otherwise) confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft, the Engines or any part thereof

"Screen Rate" means in relation to LIBOR and any period in relation thereto, the British Bankers' Association Interest Settlement Rate for the relevant currency and for the relevant period displayed on the LIBOR01 page of the Reuters screen. If no such page or service is available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Lenders and (prior to the occurrence of an Event of Default that is continuing) the Borrower

"Screen Rate" means in relation to LIBOR and any period in relation thereto, the British Bankers' Association Interest Settlement Rate for the relevant currency and for the relevant period displayed on the LIBOR01 page of the Reuters screen. If no such page or service is available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Lenders and (prior to the occurrence of an Event of Default that is continuing) the Borrower

"Security Documents" means

- (a) the Facility Agreement;
- (b) any Lease Assignment,
- (c) the Guarantee;
- (d) the TCP Assignment,
- (e) any Mortgage,
- (f) the Security Assignment,
- (g) any other document granted in favour of the Security Trustee 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

"TCP Assignment" means the assignment of rights under the Term Cost Plan (to the extent relating to the Engines) dated on or before the Drawdown Date and granted by the Borrower in favour of the Security Trustee

"Technical Records" means the documents, data and records in respect of the Aircraft or any part thereof, and all additions, renewals, revisions and replacements from time to time made to any of the foregoing

"Term Cost Plan" means the term cost plan for PW150A engines executed on behalf of the Borrower and Pratt & Whitney Canada Customer Service Center of Europe GmbH or Pratt & Whitney Canada Corporation or any of its

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Affiliates and any other agreements entered into in relation thereto

"Transaction Documents" means

- (a) the Facility Agreement and each of the Security Documents;
- (b) the Side Letter, and
- (c) each Transfer Certificate

"Transfer Certificate" means a certificate substantially in the form set out in Schedule 6 (Form of Transfer Certificate) to the Facility Agreement signed by a Transferee and a Lender.

"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

"US Dollar Swap Rate" means the interpolated semi-annual rate to "swap" floating debt to fixed rate debt (offer side) for loans with a maturity closest to the remaining weighted average life to maturity of the loan at 11 00 a.m. New York City time, two Business Days prior to the date of the relevant calculation of Make-Whole Cost (such interpolated semi-annual rate to be calculated on the rates posted on Bloomberg page IRSB18 (US Semi 30/360 - column 2 (Ask)) or any substitute or replacement page providing the same service for the two closest available annual periods to the remaining weighted average life of the loan)

"Warranties" means the warranties in relation to the Airframe which form part of the Purchase Agreement and are more particularly described in Annex B to the Purchase Agreement and Attachment A thereto



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2769768
CHARGE NO. 281**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED
15 JULY 2011 AND CREATED BY FLYBE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO EXPORT DEVELOPMENT CANADA ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 22 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 JULY 2011

L.C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES