

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 company. To do this, please use form MG01s

THURSDAY



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22/12/2011

#221

COMPANIES HOUSE

1

Company details

Company number

0 2 7 6 9 7 6 8

Company name in full

Flybe Limited (the **"Depositor"**)

2 9 2

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

d 2 d 0 m 1 m 2 y 2 y 0 y 1 y 1

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

Deposit agreement between the Depositor and the Bank (as defined below) (the **"Agreement"**)

4

Amount secured

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

Amount secured

The Depositor shall pay to the Bank in accordance with any relevant agreement between the Bank and the Depositor relating to the amounts thereby secured or, in the absence of any such agreement, on demand.

(Continued on continuation sheet)

(Defined terms are given below)

Continuation page

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

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Amount secured

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

Amount secured

(a) all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) which at the date of the Agreement or at any time thereafter may be due, owing or incurred from or by the Depositor to the Bank anywhere or for which the Depositor may be or become liable to the Bank (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law) pursuant to an agreement for the provision of 'Cardnet' services dated 2 November 2006 between the Depositor and the Bank (as amended, varied, supplemented, novated and/or replaced) (the "Cardnet Agreement") up to a maximum principal amount of £14,000,000 (plus accrued interest thereon);

(b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Depositor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select;

(c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Agreement or the Deposit (including any acts necessary to release the Deposit from the security constituted by the Agreement) or in preserving, defending or enforcing the security hereby created in all cases on a full and unqualified indemnity basis, and

(d) fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Agreement. Such fees shall be payable at such rate as may be specified by the Bank,

(the "Secured Obligations")

MG01**Particulars of a mortgage or charge****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 Lloyds TSB Bank PLC (the "**Bank**")

Address Lloyds Bank Corporate Markets, 2nd Floor, 234 High
Street, Exeter

Postcode E X 4 3 Z B

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

1. The Depositor with full title guarantee charged by way of separate first fixed charge each of the items comprised within the Deposit and all such respective rights to the repayment thereof as the Depositor may have under the terms upon which the Deposit was made and the provisions thereinbefore contained (or otherwise howsoever) as a continuing security for the payment to the Bank of the Secured Obligations to the intent that the security hereby constituted shall be a continuing security

2 The security thereby constituted shall extend to all beneficial interests of the Depositor in the items comprised within the Deposit and all rights to repayment thereof

3 The Agreement shall bind the Depositor as a continuing security for the Secured Obligations notwithstanding that the liabilities of the Depositor to the Bank may from time to time be reduced to nil.

NB The Depositor covenanted that it shall not without the Bank's prior written consent, mortgage, charge, dispose of or otherwise deal with the Deposit or any part thereof or agree to do any such thing (except in favour of, or to, the Bank)

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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

Defined Terms

"Account" means the account(s) described in the Schedule to the Agreement;

"Deposit" means:

- (a) the debt or debts at the date of the Agreement or thereafter owing to the Depositor (in whatever currency denominated) by the Bank on the Account,
- (b) the debt or debts thereafter owing to the Depositor (in whatever currency denominated) by the Bank in connection with any money market or other deposit placed with the Bank from time to time using funds which have from time to time been credited to the Account (being £14,000,000 as at the date of the Agreement), and
- (c) all interest (if any) at the date of the Agreement owing and thereafter to become owing in respect of the Account or any such deposit, including interest which is compounded and treated as principal,

and such expression shall include any amounts referred to in sub-clause 4.2 and clause 7 of the Agreement.

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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 Nil

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).

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Signature

Please sign the form here

Signature

Signature

X

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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 Rebecca Dury

Company name Ashfords LLP

Address Ashford House

Grenadier Road

Post town Exeter

County/Region Devon

Postcode E X 1 3 L H

Country UK

DX 150000 Exeter 24

Telephone 01392 337000



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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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. 292

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEPOSIT AGREEMENT DATED 20
DECEMBER 2011 AND CREATED BY FLYBE LIMITED FOR
SECURING £14,000,000 DUE OR TO BECOME DUE FROM THE
COMPANY TO LLOYDS TSB BANK PLC 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
DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JANUARY 2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES