

MG01

230920 / 13

Particulars of a mortgage or charge



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  
particulars of a charge for  
company To do this, please  
form MG01s

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13/07/2012

#119

COMPANIES HOUSE

<b>1 Company details</b>		296 For official use
Company number	0 2 7 6 9 7 6 8	<b>→ Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Flybe Limited	
<b>2 Date of creation of charge</b>		
Date of creation	d 2 d 7 m 0 m 6 y 2 y 0 y 1 y 2	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Assignment of Insurances dated 27 June 2012 (the "Assignment") between the Flybe Limited as assignor (the "Assignor") and Tiradentes Portfolio C Limited as assignee (the "Assignee") relating to the Aircraft	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	Any and all moneys, liabilities and obligations (whether actual or contingent, whether existing on the date of the Assignment or thereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) from time to time owing to the Assignee by the Assignor pursuant to the Assignment, the Lease or any other Relevant Document (as defined in the Lease) (or by any liquidator, receiver, administrative receiver, administrator or any similar officer appointed in respect of the Assignor) whether or not the Assignor is personally liable for the same and whether or not any recourse may be had with respect thereto against the Assignor and/or its assets (the "Secured Obligations")	
		<b>Continuation page</b> Please use a continuation page if you need to enter more details.

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**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

Name Tiradentes Portfolio C Limited

Address Suite 4440, Atlantic Avenue, Westpark Business Campus

Shannon, Co Clare, Ireland

Postcode

Name

Address

Postcode

**Continuation page**

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

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

The Assignor, with full title guarantee, has, pursuant to the Assignment assigned absolutely, all of the rights, title, benefits, claims and interests, present and future, actual and contingent, of the Assignor in, to, under or in respect of the Insurance Proceeds and the Requisition Proceeds (the "Collateral") to and in favour of the Assignee and, as security for the prompt payment and performance of the Secured Obligations, has, pursuant to the Assignment, charged the Collateral by way of first fixed charge to and in favour of the Assignee

The Assignor has covenanted and undertaken to the Assignee pursuant to the Assignment that it shall not sell, assign, pledge, charge or otherwise create any Security Interest over, or knowingly consent to the creation of any Security Interest over, any of its rights, title, benefits, claims and interest in, to, under or in respect of the Collateral or any proceeds thereof to anyone other than the Assignee pursuant to the Assignment


# MG01 - continuation page

## 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>In this form MG01</p> <p>"Aircraft" means one Embraer Model ERJ 170-200 STD aircraft with manufacturer's serial number 17000344</p> <p>"Common Terms Agreement" means an aircraft lease common terms agreement dated 25 June 2012, between the Assignor and the Assignee</p> <p>"Engine" means, whether or not installed on the Aircraft (a) each engine of the manufacture and model specified in the Lease for the Aircraft which were delivered with the Aircraft on 27 June 2012, being the date of delivery, such engines being described as to serial numbers on the certificate of acceptance relating to the Aircraft, and (b) any replacement engine, with effect from the time when title thereto has passed to the owner of the Aircraft in accordance with the Lease, and in each case includes all modules and Parts from time to time belonging to or installed in that engine but excludes any properly replaced engine title to which shall have passed to lessee pursuant to the Lease</p> <p>"Insurance Proceeds" means the proceeds of any and all policies and contracts of insurance relating to the Aircraft, any Engine or any Part in existence from time to time and maintained by the Assignor pursuant to the requirements of the Lease (other than policies and contracts of insurance required to be maintained pursuant to paragraph 1 1(d) (Types of Insurance) of schedule 6 (Insurance Requirements) of the Common Terms Agreement) and all the benefits of all such policies and contracts of insurance, including all claims of whatsoever nature thereunder and the right to make claims thereunder</p> <p>"Lease" means the aircraft specific lease agreement dated 25 June 2012 in respect of the Aircraft, between the Assignor, as lessee and the Assignee, as lessor incorporating the terms of the Common Terms Agreement</p> <p>"Part" means, whether or not installed on the Aircraft (a) any part, appliance, accessory, instrument, appurtenance, component, module, furnishing or equipment (other than a complete Engine) furnished with the Aircraft on 27 June 2012, and (b) any other part, appliance, accessory, instrument, appurtenance, component, module, furnishing or equipment (other than a complete Engine), with effect from the time when title thereto has passed to owner of the Aircraft pursuant to the Lease, but excludes any such items title to which shall have passed to lessee pursuant to the Lease</p> <p>"Requisition Proceeds" means all moneys or other compensation from time to time paid or payable to the Assignor in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft</p> <p>"Security Interest" means any mortgage, charge, pledge, lien, encumbrance, assignment, hypothecation, right of detention, right of set-off or any other agreement or arrangement having the effect of conferring security</p>	

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## Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	Nil	
8	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
9	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p>	
	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 Karen Petch

Company name Allen and Overy LLP

Address One Bishop's Square

Post town

County/Region London

Postcode

E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## **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. 296

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES  
DATED 27 JUNE 2012 AND CREATED BY FLYBE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO TIRADENTES PORTFOLIO C LIMITED 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 13 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2012

PO



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES