

MG01

Particulars of a mortgage or charge



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LASERFORM

A fee is payable with this form.

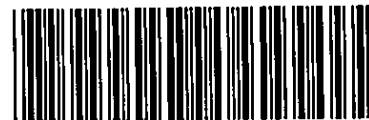
We will not accept this form unless you send the correct fee

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

SATURDAY



AB4ZRNBD

A17

11/09/2010

327

COMPANIES HOUSE

1 Company details

Company number 2 7 6 9 7 6 8

Company name in full ☒ Flybe Limited (the "Assignor")

265

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 ☒ d0 d7 m0 m9 y2 y0 y1 y0

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 1 Assignment of contracts by way of security given by the Assignor in
favour of the Bank (as defined below) dated 7 September 2010 (the
"Assignment").

4 Amount secured

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

Amount secured

£7

All Obligations from time to time incurred by the
Assignor to the Bank, including but not limited to
under or in connection with the Finance Documents,
when they become due for payment or discharge.
(Defined terms are given in section 6 below)

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 ☒ Lloyds TSB Bank plc (No 2065) (the "Bank")

Address 25 Gresham Street, London

Postcode E C 2 V 7 H N

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. Assignment

1.1. The assignment contained in the Assignment:

- a) is given to the Bank;
- b) secures the payment and discharge of the Secured Obligations; and
- c) is given with full title guarantee.

1.2 The Assignor assigned absolutely all of the Rights which it at the date of the Assignment has and all of the Rights which it obtains at any time in the future in the Assigned Contracts and in any Rights accruing to, derived from or otherwise connected with them (including proceeds, insurances, guarantees and Security)

2. Restrictions

2.1. No security will exist over, or in relation to, any Assigned Assets other than Bank Security

Definitions

Assigned Assets means those assets which are from time to time the subject to the Assignment.

Assigned Contract means

- a) a JCT Design and Build Contract 2005 dated 15 January 2010 between (1) the Assignor and (2) Rok Building Limited (No. 539441),
 - b) a consultancy appointment dated 25 January 2010 between (1) the Assignor and (2) WT Partnership (No 1130989),
 - c) any contract that amends or replaces a contract described in the Assignment;
 - d) any contract entered into after the date of the Assignment which is designated as an Assigned Contract by the Assignor and the Bank at or about the time it was entered into,
- in each case as it may from time to time be amended, restated, novated or replaced (however fundamentally)

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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

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 866)

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 870) 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 *Ashtan Ltd.* 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

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Country

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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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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

Bank Security means the Security created by the Assignment and any other existing or future Security granted by the Assignor to the Bank to secure the payment and discharge of Secured Obligations.

Bank Security Document means a document creating or evidencing Bank Security

Facility Agreement means the facility agreement dated 17 March 2010 (accepted by the Assignor on 30 March 2010) in respect of a £3,400,000 term loan facility between the Assignor and the Bank as may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of their parties)

Finance Documents means

- a) the Facility Agreement;
- b) the Assignment and any other Bank Security Document
- c) any other document defined as such in the Facility Agreement, and
- d) any other document designated as such by the Assignor and the Bank at any time.

Financial Indebtedness means the amount outstanding to the Bank from the Assignor being the Loan (as defined and detailed in the Facility Agreement), the outstanding balance of any interest thereon, and any other advances and obligations of a financial nature the Assignor may be owing or under to the Bank.

Obligations in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- a) to pay money or to perform (or not to perform) any other act,
- b) express or implied,
- c) at the date of the Assignment, future or contingent,
- d) joint or several,
- e) incurred as a principal or surety or in any other manner, or
- f) originally owing to the person claiming performance or acquired by that person from someone else.

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

Secured Obligations: the Obligations undertaken to be paid or discharged in clause 2 of the Assignment

Security means:

- a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction,
- b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to Financial Indebtedness and which has the same commercial effect as if security had been created over it; and
- c) any right of set-off created by agreement.

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

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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. 265**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF CONTRACTS
BY WAY OF SECURITY DATED 7 SEPTEMBER 2010 AND
CREATED BY FLYBE LIMITED FOR SECURING ALL MONIES
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 11 SEPTEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 SEPTEMBER
2010

Dx



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES