

MG01

Particulars of a mortgage or charge



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**IRIS**  
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 re-  
gister particulars of a charge for a S  
company. To do this, please use  
form MG01s

SATURDAY



\*AB4ZSNBE\*

A17

11/09/2010

326

COMPANIES HOUSE

**1 Company details**

Company number 2 7 6 9 7 6 8  
Company name in full Flybe Limited (the "Mortgagor")

266

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 07 09 2010

**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 Legal Mortgage given by the Mortgagor in favour of the Bank (defined  
below) dated 7 September 2010 (the "Legal Mortgage")

**4 Amount secured**

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

Amount secured

1 All money and liabilities whether actual or  
contingent (including further advances made  
hereafter by the Bank which are at the date of  
the Legal Mortgage or at any time thereafter may  
be due, owing or incurred by the Mortgagor to  
the Bank anywhere or for which the Mortgagor may  
be or become liable to the Bank in any matter  
whatsoever without limitation (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),

**Continuation page**

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

**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		<b>Continuation page</b> 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>1 The Mortgagor with full title guarantee.</p> <p>1.1. charged by way of legal mortgage the Mortgaged Property and all buildings and fixtures (including trade fixtures) from time to time on any such property as a continuing security for the payment to the Bank of the Secured Obligations,</p> <p>1 2 charged by way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations any fixed plant and machinery from time to time on any such property as referred to in paragraph 1 1 above and which is not included within the charge in paragraph 1.1 above, and</p> <p>1 3 (where any property referred to in paragraph 1.1 is leasehold) charged by way of fixed charge as a continuing security for the payment to the Bank of the Secured Obligations any right or interest (at the date of the Legal Mortgage or in future) conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto</p> <p>2. The Mortgagor with full title guarantee assigned to the Bank all amounts at the date of the Legal Mortgage or thereafter owing to the Mortgagor by way of</p> <p>2 1 rent (but excluding ground rent, service charge and any sums payable in respect of any services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether at the date of the Legal Mortgage or in future) of the Mortgaged Property;</p>	

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## Particulars of a mortgage or charge

### 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 *Ashtman Ltd.* X

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

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## Particulars of a mortgage or charge



### 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

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](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)

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>2 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 Mortgagor 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 markets as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank in its absolute discretion from time to time select;</p> <p>3 commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Legal Mortgage or the Mortgaged Assets (including any acts necessary to release the Mortgaged Assets from this security) or in enforcing the security created by the Legal Mortgage on a full and unqualified indemnity basis, and</p> <p>4 any 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 Legal Mortgage Such fees shall be payable at such rate as may be specified by the Bank</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>2.2.licence fee by any licensee (whether at the date of the Legal Mortgage or in future) of the Mortgaged Property;</p> <p>2.3 service charge and sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether at the date of the Legal Mortgage or in future) of the Mortgaged Property;</p> <p>2.4 rent deposit and purchase deposit, and</p> <p>2 5.any other amounts (including without limitation ground rents, rent charges, and dilapidations) payable by any tenant licensee or occupier (in any case whether at the date of the Legal Mortgage or in future) of the Mortgaged Property,</p> <p>and in each case the proceeds thereof and all rights to receiver such amounts, and subject to re-assignment on payment of the Secured Obligations</p> <p>3 The Mortgagor with full title guarantee charged as continuing security for the payment to the Bank of the Secured Obligations:</p> <p>3 1 by way of fixed charge all amounts (at the date of the Legal Mortgage or in future) owing to the Mortgagor by way of rent (but excluding ground rent, service charge and any sums payable in respect of services provided to any tenant or payable in respect of insurance premiums) by any tenant (whether at the date of the Legal Mortgage or in future) of the Mortgaged Property (and the proceeds thereof);</p> <p>3 2 by way of fixed charge all amounts (at the date of the Legal Mortgage or in future) owing to the Mortgagor by way of licence fee by any licensee (whether at the date of the Legal Mortgage or in future) of the Mortgaged Property (and the proceeds thereof),</p> <p>3 3.by way of fixed charge all amounts (at the date of the Legal Mortgage or in future) owing to the Mortgagor in respect of service charge sums payable in respect of services provided to any tenant or payable in respect of insurance premiums by any tenant (whether at the date of the Legal Mortgage or in future) of the Mortgaged Property (and the proceeds thereof),</p> <p>3.4 by way of fixed charge all amounts (at the date of the Legal Mortgage or in future) owing to the Mortgagor by way of insurance claims in connection with the Mortgaged Property (and the proceeds thereof);</p> <p>3 5 by way of fixed charge all amounts (at the date of the Legal Mortgage or in future) owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connect therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),</p> <p>3 6 by way of fixed charge all book and other debts and other monetary claims and choses in action (at the date of the Legal Mortgage or in future) owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time carried on thereat (insofar as not charged as detailed by</p>

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

paragraphs 3.1 - 3.5) (including without limitation any ground rents, rent charges, rent deposits, purchase deposits, dilapidations and monies payable to the Mortgagor pursuant to any Enfranchising Legislation (and in each case the proceeds thereof), and

3.7 by way of floating charge all the Mortgaged Chattels.

4 The Mortgagor with full title guarantee assigned to the Bank the goodwill of the business (if any) at the date of the Legal Mortgage or at any time thereafter carried on by the Mortgagor at the Mortgaged Property and the full benefit of the Mortgaged Licences (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 or any other statutory enactment, subject to re-assignment upon payment of all Secured Obligations

5 The Mortgagor with full title guarantee assigned to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations.

6. Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property,

6.1. the Mortgagor with full title guarantee charged by way of fixed charge the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (hereinafter call the "Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations, and

6.2 subject to the rights of the holder(s) for the time being of any Prior Mortgages(s), the Mortgagor shall (if the bank so requires) transfer the Share(s) to the Bank or as the Bank shall direct and shall deposit the certificate(s) relating to the Share(s) with the Bank

7. The Mortgagor with full title guarantee assigned to the Bank the Intellectual Property Rights that arise in connection with the business (if any) at the date of the Legal Mortgage or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations

8. If there are two or more parties comprised in the expression the "Mortgagor", each of such parties with full and title guarantee hereby charges and assigns all such party's estate, rights, title and interest in the Mortgaged Assets to secure payment of the Secured Obligations.

9 The security hereby constituted shall extend to all beneficial interests of the Mortgagor in the Mortgaged Assets and to any proceeds of sale or other realisation thereof or of any part thereof

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Please give the short particulars of the property mortgaged or charged

Short particulars

#### **Negative pledge**

The Mortgagor shall not without the prior written consent of the Bank;

- a) sell, assign, licence, sub-licence, discount, factor or otherwise dispose of or deal in any other way, the Mortgaged Assets (other than the Mortgaged Chattels) subject as provided in the Legal Mortgage
- b) sell or otherwise dispose of all or any part of the Mortgaged Chattels except by way of sale, assignment, licence or sub-licence in the ordinary course of business;
- c) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s) and a lien over any Chattels arising by operation of law in the ordinary course of the Mortgagor's business as conducted during the 12 months preceding the date when the lien first came into existence) over all or any part of the Mortgaged Assets, or
- d) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by the Legal Mortgage

#### **DEFINED TERMS**

**Chattels:** all stock, goods, moveable plant, machinery, implements, utensils, furniture and equipment at the date of the Legal Mortgage or from time to time placed on or used in or about (but not forming part of) the Mortgaged Property

**Encumbrance:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**Enfranchising Legislation:** any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of the property or to acquire, or require a nominee to acquire, the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 the Leasehold Reform, Housing and Urban Development Act 1993 and the Commonhold and Leasehold Reform Act 2002 but does not include Part II of the Landlord and Tenant Act 1954.

**Environmental Law:** all laws (statutory, common law or otherwise) including, without limitation, circulars, guidance notes and codes of practice from time to time regulating the control and prevention of pollution to land, water or atmosphere and/or the carrying on of any process or activity on premises and any emissions from and all waste produced by such process or activity and any chemicals or substances relating to the same whether relating to health and safety, the work place, the environment or the provision of energy (including, without limitation, the Health and Safety at Work etc Act 1974, the Control of Pollution Act 1974, the Environmental Protection Act 1990, the Environment Act 1995, the Water Industry Act 1991, the Water Resources Act 1991, the Statutory Water Companies Act 1991, the Water Consolidation (Consequential



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Please give the short particulars of the property mortgaged or charged

#### Short particulars

Provisions) Act 1991, the Water Act 2003, the Clean Air Act 1993, the Alkali, etc., Works Regulation Act 1906, the Planning (Hazardous Substances ) Act 1990, the Public Health Acts and the Radioactive Substances Act 1993 and any European Union directives or regulations regulating the same) from time to time in force and any instrument, plan, regulation, permission, authorisation, order or direction made or issued thereunder or deriving validly therefrom

**Environmental Licences:** any permit, licence authorisation consent or other approval required by or given pursuant to any Environmental Law

**Intellectual Property Rights:** means

- a) copyrights, patents, designs, trademarks, service marks, brand names, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without any limitation, whether registered or unregistered, in all or any part of the world in which the Mortgagor is legally, beneficially or otherwise interested (at the date of the Legal Mortgage or in future),
- b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing arrangements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Mortgagor or granted by the Mortgagor; and
- c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Mortgagor and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated

**Mortgaged Assets:** the Mortgaged Property and all of the other assets, rights and properties assigned, mortgaged or charged under or pursuant to the Legal Mortgage, and such expression shall include all or any part of thereof

**Mortgaged Chattels:** all Chattels belonging to the Mortgagor or in which the Mortgagor has any interest (at the date of the Legal Mortgage or in future).

**Mortgaged Licences:** all licences, permits, consents and authorisations (if any) (including Environmental Licences to the extent they are capable of being charged) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property (at the date of the Legal Mortgage or in future).

**Mortgaged Property:** the property, assets and rights and interests charged in the property known as or being the Land at Exeter International Airport, Exeter, Devon (registered at the Land Registry with title number

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Please give the short particulars of the property mortgaged or charged

Short particulars

DN596678) and such expression shall include all or any part thereof ■

**Permitted Encumbrance:** any Encumbrance given by the Mortgagor with the prior written consent of the Bank.

**Prior Mortgages(s):** the prior mortgage(s) or charge(s) (if any) mentioned in the Legal Mortgage

**Secured Obligations:** (a) all money and liabilities and other sums thereby agreed to be paid by the Mortgagor to the Bank, and (b) all other money and liabilities expressed to be secured thereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in the Legal Mortgage and all other obligations and liabilities of the Mortgagor under the Legal Mortgage



## **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. 266**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE 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 ON ANY ACCOUNT  
WHATSOEVER 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