

MR01

Particulars of a charge

300406 - 23



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page.

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record. **Do not send the original**



A05 ***A7I4HWEG*** #82
06/11/2018
COMPANIES HOUSE

1 Company details

Company number S C 1 0 4 6 5 7
Company name in full BRITISH MIDLAND REGIONAL LIMITED

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 Charge creation date

Charge creation date d 2 d 2 m 1 m 0 y 2 y 0 y 1 y 8

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Airline Investments Limited (Company No 08151808)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

by way of fixed charge (pledge) all of the Company's interest in (i) the spare engine carrying serial number CAE312189 and with model number AE3007 A1/1; and (ii) the NLG Strut Assembly with part number 1170C0000-08 with serial number 346

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X Charles Russell Speechlys LLPX

This form must be signed by a person with an interest in the 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. The contact information you give will be visible to searchers of the public record.

Contact name Hannah Gornall

Company name Charles Russell Speechlys LLP

Address Compass House

Lypiatt Road

Cheltenham

Post town

County/Region

Postcode G L 5 0 2 Q J

Country United Kingdom

DX DX 7442 Cheltenham

Telephone 01242 246 377

**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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

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

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 104657

Charge code: SC10 4657 0011

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd October 2018 and created by BRITISH MIDLAND REGIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2018.

Given at Companies House, Edinburgh on 16th November 2018



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

I hereby certify that I have had sight of the original document and that this is a complete and accurate copy of the original.

Signed: *H. Gornall*

Name: *Hannah Gornall*

Position/capacity: *Trainee Solicitor*

Date: *02/11/2018*

CRS
Charles Russell
Speechlys

DATED *22* October 2018

(1) **AIRLINE INVESTMENTS LIMITED**

(2) **BRITISH MIDLAND REGIONAL LIMITED**

FIXED AND FLOATING CHARGE

DATE: 22 OCTOBER 2018

PARTIES:

- (1) **AIRLINE INVESTMENTS LIMITED** (registered number 08151808) whose registered office is at Herald Way, East Midlands Airport, Castle Donington, Derby, DE74 2TU (the "**Chargee**");
- (2) **BRITISH MIDLAND REGIONAL LIMITED** (registered no. SC104657) whose registered office is at Cirrus Building Marchburn Drive, Glasgow Airport, Abbotsinch, Paisley, Renfrewshire, Scotland, PA3 2SJ (the "**Company**").

IT IS HEREBY AGREED as follows:

1 INTERPRETATION

1.1 In this Charge:

"Acts" means the LPA, the Insolvency Act 1986 and Part 8 of the Companies Act 1985 (or any subsequent legislation re-enacting or replacing the same);

"Administrator" means any one or more persons appointed as an administrator of the Borrower under paragraph 14 of Schedule B1 to the Insolvency Act.

"Assets" means the property, undertaking and assets of the Company expressed to be charged to the Chargee now or hereafter under Clause 2;

"Chargee" shall include, unless the context otherwise requires, the Chargee's successors and assigns;

"Indebtedness" means all amounts whether present or future, actual or contingent due under a loan agreement dated on or about the date hereof between (1) the Company and (2) the Chargee (including any document amending, supplementing, novating or replacing the same), all other amounts due from time to time from the Company to the Chargee and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Chargee in perfecting or enforcing or attempting to enforce this Charge or any other security (and its rights thereunder) held by the Chargee from time to time;

"Insolvency Act" means the Insolvency Act 1986 (or any statutory modification or re-enactment for the time being in force);

"LPA" means the Law of Property Act 1925 (or any statutory modification or re-enactment for the time being in force);

"Receiver" has the meaning given to it in Clause 5.1; and

"subsidiary" has the meaning ascribed thereto in section 1159 of the Companies Act 2006.

1.2 Clause headings are for ease of reference only.

1.3 The Interpretation Act 1978 shall apply to this Charge as if it were an enactment.

2 CHARGE

2.1 The Company hereby covenants on demand to pay or discharge the Indebtedness to the Chargee. As security for the payment and discharge of the Indebtedness, the Company, with full title guarantee, hereby charges to the Chargee:

- 2.1.1** by way of fixed charge (pledge) all of the Company's interest in (i) the spare engine carrying serial number CAE312189 and with model number AE3007 A1/1; and (ii) the NLG Strut Assembly with part number 1170C0000-08 with serial number 346 (together being the "**Fixed Assets**");

- 2.1.2 by way of fixed charge (subject to clause 2.1.3), all book debts and other debts now and in the future owing to the Company
- 2.1.3 by way of floating charge, all the Company's present and future undertaking and assets, whatever and wherever, including any proceeds of insurance in respect thereof.
- 2.2 Paragraph 14(2)(a) of Schedule B1 to the Insolvency Act applies to the floating charge created by clause 2.1 which is a "qualifying floating charge" for the purpose of paragraph 14(1) of Schedule B1 to the Insolvency Act.

3 COVENANTS

- 3.1 The Company shall not without the consent in writing of the Chargee:
- 3.1.1 (except for charges in favour of the Chargee created under or pursuant to this Charge) create or permit to subsist any mortgage, charge or lien on any of its undertaking or assets;
- 3.1.2 sell, or otherwise deal with, the Fixed Assets;
- 3.1.3 sell, transfer, lease, hire-out, lend or otherwise dispose of its undertaking and other assets or any part of them other than in the ordinary and proper course of its business;
- 3.1.4 pull down or remove all or any part of the buildings forming part of the Property or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Property;
- 3.1.5 grant or accept a surrender of any lease or licence of or part with or share possession or occupation of or enter into any onerous or restrictive obligation in respect of the Property or any part of it.
- 3.2 The Company shall:
- 3.2.1 promptly deposit with the Chargee all deeds and documents of title and all insurance policies relating to the Fixed Assets;
- 3.2.2 keep such of the Assets as are insurable comprehensively insured to the Chargee's satisfaction in writing (and, if so required by the Chargee, in the joint names of itself and the Chargee) against loss or damage by fire and such other risks as the Chargee may require, to their full replacement value or such other value agreed with the Chargee and, where such insurance is not in joint names, procure that the Chargee's interest is noted on all policies required under this Clause 3.2.1;
- 3.2.3 duly and promptly pay all premiums and other moneys necessary for maintaining the insurances required under Clause 3.2.1 and on demand produce the insurance policies and premium receipts to the Chargee;
- 3.2.4 carry on and conduct its affairs and business in a proper and efficient manner and shall not (save with the prior written consent of the Chargee) make any substantial alterations to the nature of any such business;
- 3.2.5 *punctually pay or cause to be paid all rents, rates, taxes, duties, assessments, fees, debts and all other amounts due in respect of the Company's business and the Assets;*
- 3.2.6 give, or procure the giving, to the Chargee or any person or persons appointed by the Chargee for this purpose such information (including books and records and details of the Company's arrangements and accounts with its bankers) as to all

matters relating to the Assets (including book or other debts) or otherwise relating to its business or affairs as it or they shall reasonably require and access to all premises as it or they shall reasonably require;

- 3.2.7 keep all buildings and all plant, machinery, fixtures, fittings and other effects in good repair and working order;
 - 3.2.8 keep all other Assets (including aircraft parts) properly maintained in accordance with good commercial practice and the requirements of any applicable authority and ensure that all licences or other permissions required to operate them are obtained and maintained either by the Chargee or any lessee;
 - 3.2.9 deal with its book or other debts or securities for money in accordance with directions from the Chargee from time to time (which directions can include assignments thereof to the Chargee with or without notice to debtors) and, in default of such directions, to get them in and realise them in the ordinary and proper course of its business but not (without the prior permission of the Chargee) by means of factoring, block discounting or any other similar arrangement;
 - 3.2.10 pay into its account with National Westminster Bank plc (the "Bank") (account number 36860611, sort code 56-00-61) or such other account as the Chargee may designate by notice to the Company from time to time all moneys which it may receive in respect of the book debts and other debts;
 - 3.2.11 give notice of this charge to the Bank and procure that the Bank executes and delivers to the Chargee an acknowledgement of the rights of the Chargee in respect of such account. Both such notice and acknowledgement must be in a form and substance satisfactory to the Chargee; and
 - 3.2.12 promptly notify the Chargee of any meeting to discuss, or any proposal or application for the appointment of an administrator, receiver, liquidator or similar official in respect of the Company or any of its assets and, if any such official is appointed, of his appointment.
- 3.3 If the Company fails to perform any of its obligations under Clauses 3.2.1, 3.2.3, 3.2.5, 3.2.6 or 3.2.7 the Chargee may take out or renew any insurance or settle such liability or effect such repairs and take such other action as it may deem appropriate to remedy such failure and recover the premiums and other costs and expenses so incurred from the Company on demand.

4 ENFORCEMENT

- 4.1 In addition to the Chargee's statutory rights, this Charge shall become enforceable upon and at any time after the occurrence of any of the following events:
- 4.1.1 if the Company has failed to pay all or any of the Indebtedness following a demand for payment by the Chargee;
 - 4.1.2 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an Administrator in respect of the Company;
 - 4.1.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Company or any part of its undertaking or assets;
 - 4.1.4 the making of a request by the Company for the appointment of a Receiver or Administrator; and
 - 4.1.5 if the Company breaches any of the provisions of this Charge.

5 RECEIVER AND/OR ADMINISTRATOR

- 5.1 At any time after the Chargee's demand for payment from the Company of any Indebtedness (or if so requested by the Company), the Chargee may appoint by writing:
- 5.1.1 one or more persons as an Administrator of the Company in accordance with Schedule B1 to the Insolvency Act;
 - 5.1.2 subject to the provisions of Section 72 A and paragraph 43 of Schedule A1 to the Insolvency Act any person or persons (including a manager or officer of the Chargee) to be a receiver and manager or receivers and managers ("the Receiver", which expression shall include any substituted receiver(s) and manager(s)) of all or any part of the Assets.
- 5.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 5.3 The Receiver shall be the Company's agent and shall have all powers conferred upon an administrative receiver, a receiver and a receiver and manager by the Acts. The Company alone shall be responsible for his acts, defaults, omissions and liabilities (whether under contract or otherwise) incurred by him and for his remuneration. In particular by way of addition to but without limiting any general powers and the powers referred to above (and without prejudice to the Chargee's powers) the Receiver shall have the power in the name of the Company or otherwise to do the following things:
- 5.3.1 to enter any property of the Company and to take possession of collect and get in all or any part of the Assets and for that purpose to take any proceedings in the Company's name or otherwise as he shall think fit;
 - 5.3.2 to carry on or concur in carrying on the Company's business and raise money from the Chargee or others on the security of all or any part of the Assets and manage, conduct, amalgamate, develop the same (and concur in so doing) as he may think fit;
 - 5.3.3 to acquire any further property assets or rights whatever whether by purchase lease or otherwise and to borrow money from the Chargee or others on the security of the same;
 - 5.3.4 to sell, lease, hire-out or exchange the Company's business and the Assets or any part of it or them (and concur in so doing) in such manner and on such terms as he may think fit and to exercise all rights, powers and discretions incidental to the ownership thereof;
 - 5.3.5 to sell, let and/or terminate or to accept surrenders of the leases or tenancies of any part of the Property, in such manner and on such terms as he thinks fit;
 - 5.3.6 to take, continue or defend any proceedings and make any arrangement or compromise which the Chargee or he shall think fit;
 - 5.3.7 to make and effect all repairs, improvements and insurances;
 - 5.3.8 to appoint managers, officers and agents for any of the above purposes, at such salaries and on such terms as the Receiver may determine;
 - 5.3.9 to call up any of the Company's uncalled capital;
 - 5.3.10 to promote or procure the formation of a subsidiary company or companies of the Company, so that such subsidiary may purchase, lease, license or otherwise acquire interests in all or any part of the Assets whether for shares or otherwise;
 - 5.3.11 to make any arrangement or compromise or disclaim, alter, enter into or cancel any contract or liability or redeem any security which he may think expedient;

- 5.3.12 to employ professional advisers and others as he deems necessary;
- 5.3.13 to do all other acts and things which he may consider to be incidental or conducive to any of the above powers.
- 5.4 Unless the Acts otherwise require, any moneys received by the Chargee or any Receiver under this Charge shall be applied, after the discharge of all sums, obligations and liabilities having priority thereto, in the following manner and order:
 - 5.4.1 first, in satisfaction of all costs, charges and expenses properly incurred and incidental to the appointment of a Receiver and the exercise of all or any of his powers including his remuneration and all outgoings properly paid by the Receiver and liabilities incurred by him as a result of such exercise;
 - 5.4.2 secondly, in or towards satisfaction of the Indebtedness in such order as the Chargee shall determine; and
 - 5.4.3 thirdly, the surplus (if any) shall be paid to the person or persons entitled to it.

6 MISCELLANEOUS

- 6.1 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of any part of the Property may be exercised by the Company without the Chargee's prior written consent. The Chargee shall be entitled, to the fullest extent permitted by law, to consolidate all or any of the security created hereunder within any other security, whether now in existence or hereafter created. Section 93 of the LPA shall not apply.
- 6.2 This Charge shall be:
 - 6.2.1 a continuing security to the Chargee, notwithstanding any settlement of account or other matter or thing whatever;
 - 6.2.2 without prejudice and in addition to any other security for the Indebtedness (whether by way of mortgage, equitable charge or otherwise) which the Chargee may hold now or hereafter on all or any part of the Assets; and
 - 6.2.3 in addition to any rights, powers and remedies at law.
- 6.3 Sections 103 and 109(1) of the LPA shall not apply. The statutory power of sale shall be exercisable at any time after the execution of this Charge. The Chargee shall not exercise any power of sale until payment has been demanded, but this provision shall not affect a purchaser or put him on inquiry whether such demand has been made.
- 6.4 No failure or delay on the Chargee's part in the exercise of any of its rights, powers and remedies (in this Clause 6 'right(s)') under this Charge or at law shall operate or be construed as a waiver. No waiver of any of the Chargee's rights shall preclude any further or other exercise of that right or of any other right.
- 6.5 The Chargee may give time or other indulgence or make any other arrangement, variation or release with any person in respect of the Indebtedness or any other security or guarantee for the Indebtedness without derogating from the Company's liabilities or the Chargee's rights under this Charge.
- 6.6 The Company certifies that the charges created by this Charge do not contravene any provision of its memorandum and articles of association or any agreement binding on it or any of the Assets.
- 6.7 Subject only to Clause 9, on final payment and discharge of the Indebtedness the Chargee will, at the request and cost of the Company, re-assign to the Company the property assigned by or pursuant to these presents.

6.8 A certificate of the Chargee as to the amount of the Indebtedness or any of it or any other matter connected with it or this Charge shall, in the absence of manifest error, be conclusive evidence of the facts stated in it.

6.9 The Company shall, on demand by the Chargee, execute and deliver all such transfers, assignments, deeds or other documents as the Chargee may require to perfect its rights under this Charge or to give effect to any sale or disposal of any of the Assets.

7 POWER OF ATTORNEY

By way of security, the Company hereby irrevocably appoints the Chargee and any Receiver jointly and severally as its attorney, with full power of delegation, for it and in its name and on its behalf and as its act and deed or otherwise, to seal, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper or necessary by the Chargee and any Receiver under the covenants or the other provisions hereof or for giving the Chargee and any Receiver the full benefit hereof.

8 EXCLUSION OF LIABILITY

8.1 The Chargee shall not in any circumstances by reason of it taking possession of the Assets or any part thereof or for any other reason whatsoever, and whether as mortgagee in possession or on any other basis whatsoever, be liable to account to the Company for anything except the Chargee's own actual receipts or be liable to the Company for any loss or damage arising from any realisation of the Assets or any part thereof or from any act, default or omission of the Chargee or any Receiver or any of his managers, officers or agents in relation to the Assets or any part thereof or from any exercise or non-exercise by the Chargee of any power, authority or discretion conferred upon it in relation to the Assets or any part thereof by or pursuant to this Charge or by the Acts unless such loss or damage shall be caused by the Chargee's own fraud.

8.2 All the provisions of Clause 8.1 shall mutatis mutandis apply in relation to the liability of any Receiver in all respects as though every reference in Clause 8.1 to the Chargee were instead a reference to such Receiver.

9 AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided or adjusted under any applicable law, and no release, settlement or discharge given or made by the Chargee on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Chargee to recover the Indebtedness in full from the Company (including any moneys which it may be compelled by due process of law to refund pursuant to the provisions of any law relating to liquidation, bankruptcy, insolvency or creditors' rights generally) and any costs payable by it pursuant to (or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Charge or require the Chargee to release this Charge or any other security created by or pursuant to it.

10 COSTS

All costs, charges and expenses incurred by the Chargee and all other moneys paid by the Chargee or the Receiver in perfecting or otherwise in connection with this Charge and all costs of the Chargee or the Receiver of all proceedings for enforcement of this Charge shall be recoverable from the Company as a debt, shall bear interest at the same rate from time to time as the Indebtedness (as well before as after judgment) and shall be charged on the Assets.

11 SEVERANCE

If at any time any provision in this Charge is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Charge shall not be impaired.

12 **THIRD PARTY RIGHTS ACT**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13 **NOTICES**

13.1 Any notice required under this Agreement is to be given in writing signed by or on behalf of the party giving it. A notice shall be served by leaving it at or sending it by email, pre-paid recorded delivery or registered post, to the respective addresses of the parties set out in this Agreement or such other addresses as they shall from time to time notify to the other parties for the purposes of this clause.

13.2 Any notice served is deemed to have been received:

13.2.1 in the case of personal service upon delivery;

13.2.2 in the case of email at the time of dispatch;

13.2.3 in the case of recorded delivery or registered post 48 hours from the date of posting.

13.3 If the notice is sent by post it will be sufficient in proving service to establish the envelope containing the notice was properly addressed and posted and for service by email to produce the sender's "sent item" with a stated confirmation that the sender received no notice of non-delivery or bounce back.

14 **COUNTERPARTS**

This document may be signed in any number of counterparts which shall together constitute the whole.

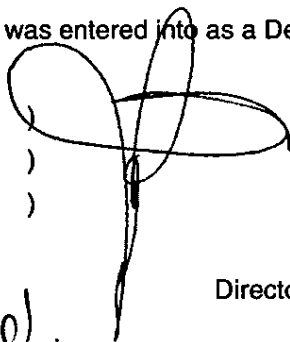
15 **LAW**

This Charge shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Charge was entered into as a Deed the day and year first above written

EXECUTED AND DELIVERED

as a Deed on behalf of
the ^{Charge} ~~Company~~ by a director
in the presence of :



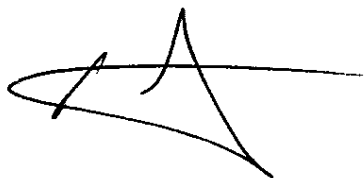
Director

Witness: *O. W. Wakeheld*

Address: *93 OAKLEYS ROAD. LONGEATON NOTTINGHAM NG10 1FH.*

EXECUTED AND DELIVERED

as a Deed on behalf of
the Company by a director
in the presence of :



Director

Witness: *O. W. Wakeheld*

Address: *93 OAKLEYS ROAD.
LONG EATON
NOTTINGHAM
NG10 1FH.*