

# M

CHFP041

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985

# 395

**A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.**

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type or  
bold block  
lettering

\* Insert full name  
of company

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

Name of company

\* Britannia Airways Limited (the *Assignor*).

00444359

Date of creation of the charge

4 February 2000.

Description of the instrument (if any) creating or evidencing the charge (note 2)

Assignment of Insurances (the *Second Assignment*) dated 4 February 2000 between the Assignor and CIBC World Markets plc (the *Assignee*).

Amount secured by the mortgage or charge

All monies, liabilities and obligations due, (whether actual or contingent, whether now existing or arising after the date of creation of the charge, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) which are now or which at any time and from time to time may be due, owing, payable or incurred or expressed to be due, owing payable or incurred from or by the Assignor or any other person in respect of any sums or other liabilities or obligations due or owed to the Finance Parties under or pursuant to the Finance Documents.

Names and addresses of the mortgagees or persons entitled to the charge

CIBC World Markets plc,  
Cottons Centre, Cottons Lane, London.

Postcode

SE1 2QL

Presentor's name, address and  
reference (if any):

FRESHFIELDS  
65 Fleet Street  
London EC4Y 1HS  
DX LDE No. 23/London  
Chancery Lane 23

For official use  
Mortgage section



Time critical reference  
CIBC.assignment.olf

Short particulars of all the property mortgaged or charged

(a) The right, title and interest, present and future, of the Assignor in and to the Insurances (other than third party liability insurances) relating to the Second Aircraft, including, without limitation, the right to compel performance by the insurers of their obligations in respect of such Insurances; and

(b) any proceeds of requisition (whether for title, use, hire or otherwise) confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft or any part thereof.

Capitalised terms are defined in the schedule attached.

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Particulars as to commission allowance or discount (note 3)

None.

Signed

*M. J. Jones*

Date

*7/2/00*

On behalf of [company] [mortgagee/chargee]\*

\*Delete as appropriate

Notes.

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ.

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**SCHEDULE**  
**BRITANNIA AIRWAYS LIMITED**  
**ASSIGNMENT OF INSURANCES**  
**DEFINITIONS**

**Agent** means CIBC World Markets plc (Company No: 2733036) acting as agent for the Finance Parties;

**Amendment Agreement** means the Amendment Agreement between the Assignor, Skymead, the Guarantor, the Banks and the Security Trustee;

**Assignment** means the First Assignment, the Second Assignment and any Substitute Assignment;

**Aviation Authority** means in relation to an Aircraft, the aviation authority of the State of Registration for such aircraft or (where applicable) the jurisdiction where such Aircraft is habitually based (if different) and all authorities, government departments, committees or agencies which under the laws or regulations of the State of Registration or the jurisdiction where such Aircraft is habitually based (if different) may from time to time:

(a) have control or supervision of civil aviation in the State of Registration or the jurisdiction where such Aircraft is habitually based; or

(b) have jurisdiction over the registration, airworthiness or operation of , or other matters relating to such Aircraft;

**Banks** means CIBC World Markets plc; Allied Irish Bank plc; Banca Commerciale Italiana S.p.A; Bank of America N.A.; Bayerische Hypo-und Vereinsbank Aktiengesellschaft, London Branch; National Australia Bank Ltd; and Societe Generale;

**Borrower** means the Assignor;

**Borrower Transfer Certificate** means a duly completed certificate in the form set out in Schedule 6 of the Facility Agreement delivered by the Assignor to the Agent;

**Deregistration Power of Attorney** means in relation to the Aircraft a deregistration power of attorney dated 11 December 1999 from the Assignor in favour of the Agent;

**Facility Agreement** means the loan facility agreement dated 11 December 1999 between the Assignor, the Guarantor, the Banks, the Agent and the Security Trustee as amended by the Amendment Agreement;

**Finance Document** means the Facility Agreement, a Security Document, each Hedging Document, a Novation Certificate, each Substitution Notice, each Borrower Transfer Agreement or any other document designated as such by the Agent and the Guarantor;

**Finance Party** means a Bank, the Agent or the Security Trustee and their respective transferees, successors or assigns;

**First Aircraft** means the First Airframe together with the First Engines, whether or not any of the First Engines may from time to time be installed on the First Airframe, together with the Technical Records;

**First Airframe** means one Boeing Aircraft Model 767-304ER with Manufacturer's Serial Number 29137 and Registration Mark G-OBYG including all Parts installed in or on the airframe (or which, having been removed therefrom, remain the property of the Assignor pursuant to the terms of the Facility Agreement), and all permanent replacements from time to time made in or to or installed in or on the said airframe in accordance with the Facility Agreement including any Parts which are for the time being detached from the airframe but remain the property of the Assignor;

**First Engines** means (a) either both (as the context may require) of the General Electric CF6-80C2B model engines with Manufacturer's Serial Numbers 704803 and 704804, whether or not from time to time installed on the First Airframe or any other airframe or (b) any other permanent replacement engine which may from time to time be installed upon or attached to the First Airframe or any other airframe and where title to such engine vests in the Assignor in accordance with the terms of the Facility Agreement and in each case, includes all Parts from time to time belonging to or installed in that engine;

**First Mortgage** means in relation to the First Aircraft, the first priority mortgage over the First Aircraft substantially in the form of Schedule 9 of the Facility Agreement between the Assignor as owner of the First Aircraft in favour of the Security Trustee;

**First Tranche** has the meaning given to such term in Clause 5.2(b) (Completion of Requests) of the Facility Agreement;

**Guarantor** means Thomson Travel Group plc (Registered No 3490138);

**Hedging Document** means each interest rate hedging document entered into between a Borrower and a Bank as described in Clause 19.5 (Treasury transactions) of the Facility Agreement;

**Insurances** means (a) all contracts and policies of insurance (including any re-insurance) which are from time to time taken out or effected in respect of the Aircraft pursuant to clause 21 (Insurances) of the Facility Agreement and (b) all benefits thereunder, all claims in respect thereof and any return of premiums;

**Mortgage** means the First Mortgage, the Second Mortgage, and any Substitute Mortgage;

**Novation Certificate** means a certificate in the form set out in Schedule 5 of the Facility Agreement between the existing bank and the new bank delivered to the Agent;

**Obligors** means a Borrower or the Guarantor;

**Part** means any component, part, appliance, module, accessory, appurtenance, auxiliary power unit, furnishing or other equipment of whatsoever nature (other than a complete Engine) that at any time of determination is incorporated or installed in or attached to an Airframe or any Engine or, having been removed therefrom, title to which remains vested in the Assignor in accordance with the provisions of the Facility Agreement;

**Second Aircraft** means the Second Airframe together with the Second Engines, whether or not any of the Second Engines may from time to time be installed on the Second Airframe, together with the Technical Records;

**Second Airframe** means one Boeing Aircraft Model 767-304ER with Manufacturer's Serial Number 29138 and Registration Mark G-OBYI including all Parts installed in or on the airframe (or which, having been removed therefrom, remain the property of the Assignor pursuant to the terms of the Facility Agreement), and all permanent replacements from time to time made in or to or installed in or on the said airframe in accordance with the Facility Agreement including any Parts which are for the time being detached from the airframe but remain the property of Assignor;

**Second Assignment** means in relation to the Second Aircraft, the assignment of Insurances (other than third party liability insurances) in respect of the Second Aircraft substantially in the form of Schedule 10 of the Facility Agreement between Assignor in favour of the Security Trustee;

**Second Engines** means (a) either both (as the context may require) of the General Electric CF6-80C2B model engines with Manufacturer's Serial Numbers to be notified by the Assignor to the Agent prior to borrowing of the Second Tranche when known by the Assignor, whether or not from time to time installed on the Second Airframe or any other airframe or (b) any other permanent replacement engine which may from time to time be installed upon or attached to the Second Airframe or any other airframe and where title to such engine vests in the Assignor in accordance with the terms of the Facility Agreement and in each case, includes all Parts from time to time belonging to or installed in that engine;

**Second Mortgage** means in relation to the Second Aircraft, the first priority mortgage over the Second Aircraft substantially in the form of Schedule 9 of the Facility Agreement between Skymead as owner of the Second Aircraft in favour of the Security Trustee;

**Second Tranche** has the meaning given to such a term in Clause 5.2(c) (Completion of Requests) of the Facility Agreement;

**Security Document** means each Mortgage, Assignment, Deregistration Power of Attorney and any other document evidencing or creating a Security Interest over any asset of an Obligor to secure any obligations of the Obligor to a Finance Party under the Finance Documents;

**Security Interest** means any mortgage, pledge, lien, charge, assignment, hypothecation or other security interest;

**Security Trustee** means CIBC World Markets plc acting as Security Trustee for the Finance Parties;

**Skymead** means Skymead Leasing Limited (Registered No. 1437197);

**State of Registration** means in relation to each Aircraft, the United Kingdom or any other state or territory in which such Aircraft is, in accordance with Clause 20.12 (Registration) of the Facility Agreement, registered from time to time;

**Substitute Aircraft** has the meaning given to such a term in Clause 10.2 (b)(ii) (Substitution) of the Facility Agreement;

**Substitute Airframe** has the meaning given to such a term in Clause 10.2(b)(ii) (Substitution) of the Facility Agreement;

**Substitute Assignment** means in relation to a Substitute Aircraft, the assignment of Insurances (other than third party liability insurances) in respect of such Substitute Aircraft substantially in the form of Schedule 10 of the Facility Agreement between the relevant Borrower in favour of the Security Trustee;

***Substitute Engines*** has the meaning given to such term in Clause 10.2(b)(ii) (Substitution) of the Facility Agreement;

***Substitute Mortgage*** means in relation to a Substitute Aircraft, the first priority mortgage over such Substitute Aircraft substantially in the form of Schedule 9 of the Facility Agreement between the Borrower as owner of such Substitute Aircraft in favour of the Security Trustee;

***Substitute Tranche*** has the meaning given to such term in Clause 5.2(b) (Completion of Requests) of the Facility Agreement;

***Substitution Notice*** means a notice from a Borrower and the Guarantor to the Agent in accordance with Clause 10.2 (Substitution) of the Facility Agreement; and

***Technical Records*** means in relation to an Aircraft, all technical data, manuals, logbooks or other records (whether kept or to be kept in compliance with any regulation of the Aviation Authority or otherwise and including without limitation any records maintained on computer files) relating to the Aircraft and each Engine and Part.

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00444359

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES DATED THE 4th FEBRUARY 2000 AND CREATED BY BRITANNIA AIRWAYS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO CIBC WORLD MARKETS PLC UNDER OR PURSUANT TO THE FINANCE DOCUMENTS WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 7th FEBRUARY 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th FEBRUARY 2000.

HC  
SB



C O M P A N I E S   H O U S E



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES