

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
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You can use the Web
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☒ **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
instrument Use form M1



A04

A3KO425U
14/11/2014
COMPANIES HOUSE

#239

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
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. This will be
scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 02783179

Company name in full FIRST AVIATION LIMITED

For official use

→ Filing 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 07/09/2014

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 CATHERINE RUTH STAPLES
AS TRUSTEE OF THE AIR TRAVEL TRUST

Name CHRISTINE JESNICK
AS TRUSTEE OF THE AIR TRAVEL TRUST

Name MICHAEL MEDLICOTT
AS TRUSTEE OF THE AIR TRAVEL TRUST

Name RICHARD TREVOR RELTON JACKSON
AS TRUSTEE OF THE AIR TRAVEL TRUST

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	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
Brief description		
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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X <i>Red Snute LLP</i> X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a 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 **ELIZABETH MCGOVERN**

Company name **REED SMITH LLP**

Address **THE BROADGATE TOWER**

20 PRIMROSE STREET

Post town **LONDON**

County/Region

Postcode **E C 2 A 2 R S**

Country **ENGLAND**

DX **DX1066 CITY / DX18 LONDON**

Telephone **020 3116 3151**

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 £13 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.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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2783179

Charge code: 0278 3179 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2014 and created by FIRST AVIATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th November 2014.

dp

Given at Companies House, Cardiff on 19th November 2014



Companies House



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

DATED

7 November

2014

- (1) THE PERSON WHOSE NAME AND OTHER DETAILS ARE SET OUT IN PARAGRAPH 1 OF SCHEDULE 1
- (2) CATHERINE RUTH STAPLES, CHRISTINE JESNICK, MICHAEL MEDLICOTT AND RICHARD TREVOR RELTON JACKSON IN THEIR CAPACITY AS TRUSTEES OF THE AIR TRAVEL TRUST

DEED OF CHARGE AND REIMBURSEMENT

WE HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL

Reed Smith LLP

REED SMITH LLP

DATE 12 November 2014

DEED OF CHARGE AND REIMBURSEMENT dated
7 November 2014

BETWEEN.

- (1) THE PERSON(S) WHOSE NAME(S) AND OTHER DETAILS ARE SET OUT IN PARAGRAPH 1(i) OF SCHEDULE 1 (the 'Licence holder')
- (2) CATHERINE RUTH STAPLES, CHRISTINE JESNICK, MICHAEL MEDLICOTT AND RICHARD TREVOR RELTON JACKSON IN THEIR CAPACITY AS TRUSTEES FOR THE ATT ('the Existing Air Travel Trustees')

RECITALS

- (A) The Licence holder and the Group Licence holders (as defined below) hold, or have applied for, certain Licences
- (B) It was or is a condition of grant of those Licences that the Licence holder grants this Deed on the terms set out below, and accordingly the Licence holder has agreed to do so

OPERATIVE PROVISIONS

1 DEFINITIONS, INTERPRETATION AND THE AIR TRAVEL TRUSTEES

1.1 DEFINED TERMS

In this Deed, the 'Licence holder' and the 'Existing Air Travel Trustees' have the meaning set out in the list of parties above and, unless the context otherwise requires

'Account Bank' means the Original Account Bank or, if Clause 3.4(e) (*Moving the Security Account*) applies, the Replacement Account Bank,

'Act' means the Law of Property Act 1925,

'Agent' has the same meaning as in the ATT Deed,

'Air Travel Trustees' mean the trustees for the time being of the ATT (who are the Existing Air Travel Trustees as at the date of this Deed but who may hereafter include Replacement

Air Travel Trustees and exclude Transferring Air Travel Trustees in accordance with Clause 1.6 (*Assignments and transfers by an Air Travel Trustee*),

'Another Licence holder' means any and all persons (other than the Licence holder or any Group Licence holder) whose activities consist of or include activities in respect of which such person is required by virtue of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (the **'ATOL Regulations'**) or any other regulations for the time being in force under Section 71 of the Civil Aviation Act 1982 to hold a Licence,

'the ATT' means the trust constituted by the ATT Deed whose principal office is at CAA House, 45-59 Kingsway, London WC2B 6TE,

'ATT Deed' means the trust deed dated 5th January 2004 (as amended by a deed of variation dated 4th January 2005 and further amended by two deeds of variation dated 18th March 2008 and 27th April 2012, and as further amended from time to time hereafter),

'ATT Fund Payment Policy' means the document containing the agreed policies on (a) the administration of funds from the ATT, and (b) repatriation and refunds to Consumers,

'the ATT Parties' means the ATT, the Air Travel Trustees and any nominee, agent or delegate of the ATT or the Air Travel Trustees,

'CAA' means the Civil Aviation Authority whose principal office is at CAA House, 45-59 Kingsway, London WC2B 6TE,

'Consumer' means a person (other than Another Licence holder or Travel Agent) who has made a payment or on whose behalf a payment has been made to the Licence holder and/or a Group Licence holder in connection with a Licensable Transaction,

'this Deed' means this Deed of Charge and Reimbursement including its Schedules,

'Deposit' means the monies now or hereafter credited to the Security Account together with the debt represented by such monies and all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith,

'Director's Confirmation' has the meaning set out in Clause 3.3(c)(i) (*Amount of the Deposit*),

'Failure of Licence holder' means the CAA has published a Notice of Licence holder Failure,

'Flight-Plus', 'Flight-Plus arranger', 'Flight Accommodation' and 'Fulfilment Partner' have the same meanings as in the ATT Deed and, in connection with the definition of 'Fulfilment Partner', references in such definition to 'the Trustees' and to the 'Air Travel Trust' shall, for the purpose of this Deed, mean the Air Travel Trustees and ATT respectively,

'Group Licence holder' means each of the person(s) whose name(s) and other details are set out in Paragraph 1(u) of Schedule 1,

'including' means including, without limitation,

'Liabilities' means the moneys, obligations and liabilities covenanted to be paid or discharged under Clause 2 1 (*Covenant to pay*),

'Licence' means an Air Travel Organiser's Licence ('ATOL') granted by the CAA under the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended,

'Licensable Transaction' means any transaction to provide or arrange for the provision of one or more flights (with or without accommodation or other services or facilities) in circumstances where this constitutes an activity in respect of which the Licence holder and/or a Group Licence Holder holds a Licence,

'the Minimum Deposit Amount' means at any time the applicable amount specified in paragraph 5 of Schedule 1,

'Notice of Licence holder Failure' means a document named as such signed for and on behalf of the CAA stating that the CAA holds a reasonable opinion that the Licence holder and/or a Group Licence holder (a) is insolvent, or (b) cannot or will not be able to meet in whole or in part its obligations to its Consumers, and/or (c) will fail to meet in whole or in part its obligations to its Consumers,

'Original Account Bank' means the bank specified in paragraph 2 of Schedule 1, being the bank at which, subject to Clause 3 4 (*Moving the Security Account*), the Licence holder will maintain the Security Account,

'Original Security Account' means the account or accounts designated "BLOCKED DEPOSIT ACCOUNT" held in the Licence holder's name at the Original Account Bank, the sort code(s) and account number(s) of which are specified in paragraph 3 of Schedule 1,

'Package' has the same meaning as in the ATT Deed,

'Proceedings' has the meaning set out in Clause 13.1 (*Courts of England*),

'Replacement Air Travel Trustee' has the meaning set out in Clause 1.6 (*Assignments and transfers by an Air Travel Trustee*),

'Replacement Account Bank' has the meaning set out in Clause 3.4(b) (*Moving the Security Account*) being the bank holding the Replacement Security Account at the material time,

'Replacement Security Account' has the meaning set out in Clause 3.4(b) (*Moving the Security Account*),

'Security Account' means the Original Security Account Bank or, if Clause 3.4(e) (*Moving the Security Account*) applies, the Replacement Security Account,

'Security Interest' means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right (including any "hold back" contractual set-off or flawed asset arrangement) conferring a priority of payment,

'the Security Release Date' means (a) if at the material time an authorised signatory of the CAA has signed a Notice of Licence holder Failure and placed a copy of that Notice on the CAA's Register of Failed Licence holders, the date that (i) the Liabilities have been unconditionally and irrevocably discharged in full, and (ii) the Air Travel Trustees are of the reasonable view that no further expenses, costs, losses and liabilities may be incurred by any of the ATT Parties, the reimbursement of which would form part of the Liabilities, (b) if at the material time an authorised signatory of the CAA has not signed a Notice of Licence holder Failure and placed a copy of that Notice on the CAA's Register of Failed Licence holders, 6 months after the date on which the Licence holder and each of the Group Licence holders ceases to hold a Licence,

'Transferring Air Travel Trustee' has the meaning set out in Clause 1.6 (*Assignments and transfers by an Air Travel Trustee*);

1.2 CONSTRUCTION

In this Deed (a) the contents page and clause headings are included for convenience only and do not affect the construction of this Deed, (b) words denoting the singular include the plural and vice versa, and (c) words denoting one gender include each gender and all genders

1.3 INTERPRETATION

In this Deed, unless the context otherwise requires or unless otherwise expressly provided, references to (a) persons include references to natural persons, firms, partnerships, companies, corporations, associations, organisations, and trusts (in each case whether or not having a separate legal personality), (b) a party to this Deed (or a reference to a Group Licence holder) includes references to its successors, transferees and assigns and excludes any Transferring Air Travel Trustee who has been released from his or her obligations pursuant to Clause 1.6 (*Assignments and Transfers by an Air Travel Trustee*), (c) documents, instruments and agreements (including this Deed and any document referred to in this Deed) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time, (d) Clauses and Schedules are references to clauses of, and schedules to, this Deed, (e) 'the Liabilities' shall be references to all the Liabilities and to each and every part of the Liabilities and references to any other defined term or noun in the plural number or the collective plural shall be interpreted mutatis mutandis in the same manner, and (f) statutory provisions are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute

1.4 LIMITED RECOURSE AGAINST THE AIR TRAVEL TRUSTEES

The Air Travel Trustees contract in this Deed only in their capacities as trustees of the ATT. The recourse of the Licence holder to the Air Travel Trustees or any of them under this Deed is limited to an amount equal to the aggregate of value of the assets comprised in the ATT from time to time. The Licence holder has no recourse to any assets of an Air Travel

Trustee held either (a) as trustee or co-trustee of any trust other than the ATT, or (b) by that Air Travel Trustee in his personal capacity

15 RELEASE OF LIABILITIES OF AIR TRAVEL TRUSTEES

An Air Travel Trustee shall be released from his or her liabilities under this Deed (i) forthwith upon the death of that Air Travel Trustee or upon the resignation or removal of that Air Travel Trustee as a trustee of the ATT, or (ii) if an effective transfer is made to a Replacement Trustee in accordance with Clause 16 (*Assignments and transfers by an Air Travel Trustee*)

16 ASSIGNMENTS AND TRANSFERS BY AN AIR TRAVEL TRUSTEE

An Air Travel Trustee (a 'Transferring Air Travel Trustee') may assign or transfer any of his or her rights and obligations under this Deed to a replacement or successor trustee of the ATT (a 'Replacement Air Travel Trustee'). A transfer of obligations will only be effective if the Replacement Air Travel Trustee confirms to the Licence holder that it is bound by the terms of this Deed as an Air Travel Trustee. On the transfer becoming effective in this manner the Transferring Air Travel Trustee will be released from its obligations under this Deed

17 JOINT AND SEVERAL LIABILITIES OF THE AIR TRAVEL TRUSTEES

Subject to Clause 14 (*Limited Recourse against the Air Travel Trustees*) and Clause 15 (*Release of liabilities of Air Travel Trustees*) the obligations of the Air Travel Trustees under this Deed are joint and several.

18 BINDING THE AIR TRAVEL TRUSTEES

It is acknowledged that the ATT Deed provides that "any act or decision by two of the Air Travel Trustees shall have the same force and effect as if it were the act or decision of all of them". Accordingly, this Deed is binding on each of the Air Travel Trustees if two or more of the Air Travel Trustees executes this Deed, notwithstanding that the remaining Air Travel Trustees have not executed this Deed

2 THE LIABILITIES

2.1 COVENANT TO PAY

Subject always to Clause 2.4 (*Limited Recourse*), the Licence holder covenants that it will on demand made by the Air Travel Trustees or the CAA (on behalf of the Air Travel Trustees) reimburse the Air Travel Trustees for all costs, expenses, liabilities and losses incurred by any of the ATT Parties in fulfilling any objective or duty or exercising any power in accordance with the ATT Deed and/or the ATT Fund Payment Policy in connection with a Failure of the Licence holder including any such costs, expenses, liabilities or losses incurred

- (a) in making any payments to or for the benefit of any Consumer in respect of the following:
 - (i) any loss which, in the opinion of the Air Travel Trustees, has been incurred by or on behalf of such Consumer in respect of any payment made by or on behalf of such Consumer to the Licence holder and/or any Group Licence holder or to the Agent of the Licence holder and/or any Group Licence holder under or with a view to entering into a Licensable Transaction,
 - (ii) any loss or liability which, in the opinion of the Air Travel Trustees, has been incurred by or on behalf of such Consumer in consequence of a breach by the Licence holder and/or any Group Licence holder or of the Agent of the Licence holder and/or any Group Licence holder of any of their relevant obligations towards the Consumer under or in connection with a Licensable Transaction,
- (b) in order to relieve loss occasioned to Consumers by a Failure of Licence holder by providing Flight Accommodation or other means of transport for Consumers in substitution for Flight Accommodation which the Licence holder and/or any Group Licence holder was to provide or was to arrange to be provided in accordance with the Licence holder's and/or any Group Licence holder's obligations under or in connection with any Licensable Transaction,

- (c) in order to relieve loss occasioned to Consumers by a Failure of Licence holder by providing living accommodation, car hire, transfers, food, movement of baggage, funds to meet relevant incidental expenses and any other tourist services which are purchased by a Consumer as either part of a Package with a Licensable Transaction or a Flight-Plus with a Licensable Transaction, in substitution for any of the foregoing which the Licence holder and/or any Group Licence holder was to provide or was to arrange to be provided in accordance with its obligations under or in connection with the relevant Licensable Transaction and, in addition, by providing living accommodation and funds to meet incidental expenses to a Consumer who has purchased Flight Accommodation only from the Licence holder and/or any Group Licence holder until such time as that Consumer is repatriated,
- (d) in making payments to or for the benefit of any Fulfilment Partner who arranges for the provision of any of the services listed in this Clause 2 1, in order to put such Fulfilment Partner in funds either to provide the relevant services itself or to pay the service providers for the provision of the relevant services (whether before or after the Fulfilment Partner has incurred such costs),
- (e) in making payments to or for the benefit of any Fulfilment Partner in order to pay for any fees charged by or to the Fulfilment Partner for the provision of its arranging services to the ATT following the Failure of the Licence holder and/or any Group Licence holder;
- (f) in making payments to Flight-Plus arrangers which have made the Flight Accommodation element of a Flight-Plus available as Agent for the Licence holder and/or any Group Licence holder, by way of a contribution to the cost incurred by such Flight-Plus arranger in making suitable alternative arrangements for the relevant Consumers and/or refunding and/or compensating the relevant Consumers as required by the terms of that Flight-Plus arranger's Licence (pursuant to the ATOL Regulations 26-30), and
- (g) in meeting any expenses incurred in setting up and administering a scheme for the exercise of the power referred to in this Clause 2 1 and whether those expenses were incurred by the Air Travel Trustees or by any agent acting on their behalf

For the purposes of the ATT Deed and the ATT Fund Payment Policy, a loss or liability incurred by or on behalf of a Consumer of the Licence holder and/or any Group Licence holder is a loss or liability incurred in connection with a Licensable Transaction if (i) it is a loss incurred in respect of any payment made by or on behalf of that Consumer to the Licence holder and/or any Group Licence holder in relation to such a transaction, or (ii) it is a loss or liability incurred in consequence of a breach by the Licence holder and/or any Group Licence holder of any of its obligations towards that Consumer in relation to such a transaction

2 2 DELEGATION

The Licence holder acknowledges and agrees that

- (a) the Air Travel Trustees may delegate any powers or duties conferred on or imposed on it or exercisable by it pursuant to the ATT Deed and/or the ATT Fund Payment Policy to any person or persons and upon such terms (including the remuneration and the payment of the expenses of the delegate or delegates and including provision for the delegates, if more than one, to exercise such power or duty either jointly or jointly and severally) as the Air Travel Trustees think fit,
- (b) the Air Travel Trustees may, at their absolute discretion, revoke or modify any such delegation or conclusion or the terms or conditions of such delegation,
- (c) any payment under the terms of any indemnity provided by the Air Travel Trustees in the ordinary course of business to any delegate appointed by any of them shall form part of the Liabilities and shall be included as the ATT's and CAA's "reasonable expenses", as referred to in the ATT Deed and ATT Fund Payment Policy

2 3 DEMAND

No demand may be made pursuant to Clause 2 1 (*Covenant to pay*) unless an authorised signatory of the CAA has signed a Notice of Licence holder Failure and placed a copy of that Notice on the CAA's Register of Failed Licence holders. A demand under Clause 2 1 (*Covenant to pay*) may be made for estimated or prospective costs, expenses, liabilities and/or losses

2 4 LIMITED RECOURSE

Without limiting any obligations of the Licence holder and/or any Group Licence holder to the CAA and/or any of the ATT Parties or any rights or remedies of the CAA and/or any of the ATT Parties arising other than pursuant to this Deed, the obligation of the Licence holder to discharge the Liabilities is with limited recourse to the Deposit

3 CHARGE AND OTHER RESTRICTIONS

3 1 FIRST FIXED CHARGE

The Licence holder, with full title guarantee, charges the Deposit to the Air Travel Trustees by way of first fixed charge as a continuing security for the payment and discharge by the Licence holder of the Liabilities

3 2 NOTICE AND ACKNOWLEDGEMENT OF CHARGE

Concurrently with the execution of this Deed the Licence holder shall send a notice to the Original Account Bank in the form of Schedule 2 (together with a copy of this Deed) and procure that the Original Account Bank promptly sends to the Air Travel Trustees an acknowledgement of such notice in the form of Schedule 3 (and attaches a copy of such notice to such acknowledgement)

3 3 AMOUNT OF THE DEPOSIT

- (a) The amount of the Deposit shall initially be the amount specified in paragraph 4 of Schedule 1. To the extent such amount has not already been paid into the Original Security Account, the Licence holder shall forthwith pay such amount into the Original Security Account on signature of this Deed
- (b) Following the payment of the initial Deposit amount referred to in clause 3 3(a) above, the Licence holder shall ensure that, by no later than the first date of each period identified in paragraph 5 of Schedule 1, the Minimum Deposit Amount standing to the credit of the Security Account for any period accords with the amount identified as the Minimum Deposit Amount for such period in paragraph 5 of Schedule 1

- (c) If the Minimum Deposit Amount required for any period is greater than the amount then standing to the credit of the Security Account (excluding any and all interest credited to the Security Account that has not already been paid to the Licence holder) on the first date of each period identified in paragraph 5 of Schedule 1, then the Licence holder shall immediately pay an amount equal to the difference to the Security Account
- (d) If the Minimum Deposit Amount applicable for any period identified in paragraph 5 of Schedule 1 is less than the amount then standing to the credit of the Security Account (excluding any and all interest credited to the Security Account that has not already been paid to the Licence holder), then the Air Travel Trustees (or the CAA on behalf of the Air Travel Trustees) shall, at the written request of the Licence holder, instruct the Account Bank to pay an amount equal to the difference to the Licence holder out of the Security Account. The Licence holder will notify the Air Travel Trustees of the account into which such payment is to be made and the Air Travel Trustees (or the CAA on behalf of the Air Travel Trustees) will seek to instruct the Account Bank to make such payment as soon as practicable following the written request of the Licence Holder
- (e) The Licence holder shall procure that
 - (i) as soon as the Deposit has been deposited in accordance with Clause 3.3(a) and as soon as any additional payment is made into the Security Account in accordance with Clause 3.3(c), a director of the Licence holder shall confirm in writing to the Air Travel Trustees that the Deposit or additional payment (as appropriate) has been paid to the Security Account and the amount then standing to the credit of the Security Account (**'Director's Confirmation'**),
 - (ii) within 5 Business Days of the date on which the Director's Confirmation is required, the Air Travel Trustees will be supplied with a bank statement for the Security Account and a separate written confirmation from the Account Bank confirming the deposit or additional payment (as appropriate) and amount then standing to the credit of the Security Account which shall be consistent with the applicable Director's Confirmation

34 MOVING THE SECURITY ACCOUNT

- (a) This Clause 3 4 (*Moving the Security Account*) shall apply if the Air Travel Trustees notify the Licence holder that they wish the Deposit to be moved from the Account Bank
- (b) The Licence holder shall promptly open a new account or accounts (**'Replacement Security Account'**) in the Licence holder's name designated "BLOCKED DEPOSIT ACCOUNT" with a bank approved by the Air Travel Trustees (**'Replacement Account Bank'**) and supply details of such account(s) to the Air Travel Trustees
- (c) The Licence holder shall promptly send a notice to the Replacement Account Bank a notice in the form of Schedule 2 (together with a copy of this Deed) and use all reasonable endeavours to procure that the Replacement Bank promptly sends to the Air Travel Trustees an acknowledgement of such notice in the form of Schedule 3 (and attaches a copy of such notice to such acknowledgement)
- (d) The Air Travel Trustees will instruct the Account Bank to transfer the Deposit to the Replacement Security Account (notwithstanding that no demand may have then been made pursuant to Clause 2 1 (*Covenant to Pay*))
- (e) Immediately upon receipt of the Deposit in the Replacement Security Account and thereafter (unless and until the Security Account is moved again pursuant to this Clause 3 4 (*Moving the Security Account*)) the Account Bank shall be the Replacement Account Bank and the Replacement Security Account shall be the Security Account for the purposes of this Deed
- (f) For the avoidance of doubt the Air Travel Trustees may request that the Security Account is moved on one or more occasions and this Clause 3 4 (*Moving the Security Account*) shall apply to all such occasions

35 NEGATIVE PLEDGE

The Licence holder shall not assign, transfer or otherwise dispose of the Deposit nor create, agree to create or permit to subsist any trust, interest or Security Interest over the Deposit, except for the security created by this Deed

3 6 RESTRICTIONS ON THE OPERATION OF SECURITY ACCOUNT

Except as may be permitted or required in this Deed or otherwise agreed to by the Air Travel Trustees, the Licence holder shall have no rights to operate the Security Account whether by crediting or debiting monies thereto

3 7 FLAWED ASSET

Subject only to Clause 3 8 (*Interest*), the Deposit shall be incapable of being withdrawn by the Licence holder until the Security Release Date, and, prior to the Security Release Date, the Licence holder shall not claim or be entitled to claim withdrawal of the Deposit save pursuant to Clause 3 3(d) (*Amount of the Deposit*) if applicable. The Licence holder agrees that this Clause 3 7 (*Flawed Asset*) may be pleaded in bar to any such claim.

3 8 INTEREST

Without prejudice to the fixed charge granted in favour of the Air Travel Trustees pursuant to this Deed, the Air Travel Trustees agree that, unless and until demand has been made by the Air Travel Trustees or the CAA (on behalf of the Air Travel Trustees) pursuant Clause 2 1 (*Covenant to pay*), interest payable on the Deposit may be withdrawn by the Licence holder

3 9 FINANCIAL COLLATERAL

To the extent that the Security Interest created by this Deed constitutes a "security financial collateral arrangement" and the Security Interest granted over the Deposit constitutes "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (for the purpose of this clause, the "**Regulations**"), the Air Travel Trustees or the CAA (on behalf of the Air Travel Trustees) shall have the right on giving prior notice to the Licence holder, at any time after the security created by this Deed becomes enforceable, to appropriate all or any part of the Deposit in or towards discharge of the Liabilities. The parties agree that the value of the appropriated Deposit (or part thereof) shall be the amount of cash appropriated. For the purpose of Regulation 18(1) of the Regulations, the Licence holder agrees that any such determination by the Air Travel Trustees or the CAA (on behalf of the Air Travel Trustees) will constitute a valuation "in a commercially reasonable manner"

4 COVENANTS BY THE LICENCE HOLDER

The Licence holder covenants with the Air Travel Trustees that, until the Security Release Date, the Licence holder shall

4.1 NOTICE OF CLAIMS

forthwith inform the Air Travel Trustees of any claim or notice relating to the Deposit received from any other person and of all other matters relevant to such claim or notice or the Deposit, and

4.2 FURTHER ASSURANCE

do all such things and execute all such assignments, authorities and documents as the Air Travel Trustees shall from time to time require (and as are within the Licence holder's power) for perfecting its title to or for vesting or enabling it to vest the full benefit of the Deposit in the Air Travel Trustees or their nominee, such documents to be prepared by or on behalf of the Air Travel Trustees at the cost of the Licence holder in such form as the Air Travel Trustees may reasonably require

5 WARRANTIES AND REPRESENTATIONS BY THE LICENCE HOLDER

The Licence holder warrants and represents to the Air Travel Trustees that

5.1 OWNERSHIP OF THE DEPOSIT

- (a) until the Security Release Date, the Licence holder is and will be the sole absolute legal and beneficial owner of the Deposit,
- (b) the Licence holder has not previously created, agreed to create or permitted to subsist any Security Interest over or in relation to the Deposit,

5.2 VALID AND LEGALLY BINDING CHARGE

this Deed has been validly created and constitutes a valid and legally binding charge of the Deposit by the Licence holder to the Air Travel Trustees, and

53 NO ADVERSE MATTERS

the creation of this Deed and the making of the Deposit does not and will not (a) conflict with or breach the terms of or constitute a default under any agreement, charge or other instrument to which the Licence holder is a party or is subject or by which it is bound or (b) result in the creation or imposition of or oblige it to create any charge or other encumbrance on any of its assets

54 REPETITION

The warranties and representations in Clause 5.1 (*Ownership of the Deposit*), Clause 5.2 (*Valid and Legally Binding Charge*) and Clause 5.3 (*No Adverse Matters*) shall be deemed to be repeated in full by the Licence holder on the last Business Day of each month as if made with reference to the facts and circumstances existing at such time

6 POWERS OF THE AIR TRAVEL TRUSTEES

6.1 APPROPRIATION OF THE DEPOSIT

At any time after the Air Travel Trustees or the CAA (on behalf of the Air Travel Trustees) shall have demanded payment of any of the Liabilities or if requested by the Licence holder, the Air Travel Trustees may exercise without further notice and without the restrictions contained in section 103 of the Law of Property Act 1925 in respect of all or any part of the Deposit the power to appropriate the Deposit and apply it in discharge of the Liabilities and all the powers conferred on mortgagees by the Law of Property Act 1925 as varied or extended by this Deed and all other powers which the Licence holder would have in respect of the Deposit if the same were unencumbered, with full power to call in all or any part of the Deposit at such times and in such manner and generally on such terms and conditions as the Air Travel Trustees may think necessary with power to give effectual receipts and do all other acts and things necessary in connection therewith. The Air Travel Trustees may apply the Deposit in or towards satisfaction of such of the Liabilities and in such order as the Air Travel Trustees in their absolute discretion may from time to time conclusively determine and may convert the Deposit into other currencies for such purpose

6 2 POWER OF ATTORNEY

The Licence holder by way of security irrevocably appoints the Air Travel Trustees and persons deriving title under it severally to be its attorney in its name and on its behalf to execute and complete all such deeds, instruments and documents relating to the Deposit (including all the matters referred to in Clause 3 2 (*Notice and Acknowledgement of Charge*) and Clause 4 2 (*Further Assurance*)) and to do all such acts and things as may be required for the full exercise of the powers conferred by this Deed. Any such appointment shall only take effect following demand being made in respect of the Liabilities.

7 PROTECTIONS FOR THE AIR TRAVEL TRUSTEES

7 1 TIMING OF EXERCISE OF POWERS

The Air Travel Trustees shall not be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed in relation to the Deposit, purchase of currencies or otherwise.

7 2 SECTION 93 OF THE LAW OF PROPERTY ACT 1925

Section 93 of the Law of Property Act 1925 shall not apply to the security created by this Deed.

7 3 DELEGATION

- (a) The Air Travel Trustees may, at any time and from time to time, delegate by power of attorney or in any other manner to any person all or any of the powers, authorities and discretions which are, for the time being, exercisable by the Air Travel Trustees under or in connection with this Deed and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Air Travel Trustees may think fit.
- (b) The Air Travel Trustees notify the Licence holder that, unless and until the Air Travel Trustees notify the Licence holder to the contrary, the CAA may, on behalf of the Air Travel Trustees, exercise any of the powers, authorities or discretions referred to in Clause 7 3(a) and give or make any and all demands or notices to be given by the Air Travel Trustees under this Deed.

8 SECURITY

8.1 CONTINUING SECURITY

This Deed shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and shall remain in full force and effect until the Security Release Date. At the request of the Licence holder made after the Security Release Date, the Air Travel Trustees will notify the Account Bank that the security created by this Deed has been discharged.

8.2 NO MERGER

This Deed is in addition to and shall not merge with or otherwise prejudice or affect any right of set-off or any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to the Air Travel Trustees and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Air Travel Trustees now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

8.3 RELEASE, DISCHARGE AND SETTLEMENT

- (a) Subject to Clause 8.3(b) below, with effect from the Security Release Date, the Licence holder shall cease to have any rights or obligations under this Deed save for any liability arising from breaches occurring prior to such date and the Air Travel Trustees will execute a Deed of Release in substantially the form attached as Schedule 4 and provide an original signed copy to the Licence holder as soon as practicable after the Security Release Date.
- (b) Any release, discharge or settlement between the Licence holder and the Air Travel Trustees shall be conditional upon no security, disposition or payment to the Air Travel Trustees by the Licence holder and/or any Group Licence holder or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Air Travel Trustees shall be

entitled to enforce the charge created by this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made

9 WAIVERS

No failure or delay by the Air Travel Trustees in exercising any right or remedy shall operate as a waiver of such right or remedy nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy

10 THIS DEED

10.1 SEVERABILITY

Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, that shall not affect the validity, legality and enforceability of the remaining provisions of this Deed

10.2 CHANGES IN ATT

Any change in the constitution of the ATT or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way affect or prejudice its rights under this Deed

10.3 THIRD PARTIES

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

10.4 COUNTERPARTS

This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the separate counterparts were on a single copy of this Deed

11 NOTICES

Any notice or demand for payment by the Air Travel Trustees under this Deed shall, without prejudice to any other effective mode of making the same, be deemed to have been properly

served on the Licence holder if made in writing and served on any one of the Directors or authorised officers of the Licence holder or delivered or sent by first class letter post, by hand delivery or by facsimile transmission to the Licence holder at its registered office or at any of its principal places of business. Any such notice or demand sent (a) by first class letter post shall be deemed to have been served on the addressee 2 business days from the date of posting; (b) by hand delivery shall be deemed to have been served on the addressee when delivered, (c) by facsimile transmission on a business day shall be deemed to have been served when received in legible form. Any such notice or demand or any certificate signed by any of the Air Travel Trustees as to the amount at any time secured by this Deed shall in the absence of manifest error be conclusive evidence of that amount.

12 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

13 JURISDICTION

13.1 COURTS OF ENGLAND

For the benefit of the Air Travel Trustees, the Licence holder irrevocably agrees that the courts of England are to have jurisdiction to settle any disputes which may arise out of, or in connection with, this Deed and that, accordingly, any suit, action or proceedings (together in this Clause referred to as ‘**Proceedings**’) arising out of, or in connection with, this Deed may be brought in such courts.

13.2 WAIVER

The Licence holder irrevocably (a) waives any objection which it may have now or hereafter to the courts referred to in Clause 13.1 (*Courts of England*) being nominated as the forum to hear any Proceedings, (b) waives any claim which it may have now or hereafter that any such Proceedings have been brought in any inconvenient forum, and (c) agrees that a judgment in any Proceedings brought in the English courts shall be conclusive and binding upon the Licence holder and may be enforced in the courts of any other jurisdiction.

13.3 PROCEEDINGS TAKEN BY THE AIR TRAVEL TRUSTEES ELSEWHERE

Nothing contained in this Clause 13 (*Jurisdiction*) shall limit the right of the Air Travel Trustees to take Proceedings against the Licence holder in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not

In Witness whereof this Deed has been duly entered into and delivered the day and year first above written

SCHEDULE 1

- 1 (i) The Licence holder(s) is First Aviation Limited, a company incorporated under the laws of England and Wales (Company No(s) 02783179)

- (ii) The Group Licence holders are -

Cosmos Holidays Limited, a company incorporated in England and Wales (Company No 02098654)

Cosmos Aviation Limited, a company incorporated in England and Wales (Company No 01190110)

Avro Limited, a company incorporated in England and Wales (Company No 01779584)

Avro Aviation Limited, a company incorporated in England and Wales (Company No 03137129)

- 2 The Original Account Bank is Barclays Bank PLC, 1 Churchill Place, London E14 5HP
- 3 The sort code of the Original Security Account is [REDACTED] and the account number of the Original Security Account is [REDACTED]
- 4 The initial amount of the Deposit is £5,000,000
- 5 The Minimum Deposit Amount is

Minimum Deposit Amount	Applicable period
5,000,000	Date of this Deed – 31 January 2015
10,000,000	1 February 2015 – 28 February 2015
12,500,000	1 March 2015 – 30 April 2015
25,000,000	1 May 2015 – 31 May 2015
40,000,000	1 June 2015 – 31 August 2015

25,000,000	1 September 2015 – 30 September 2015
10,000,000	1 October 2015 – 30 November 2015
5,000,000	1 December 2015 – 31 December 2015
10,000,000	1 January 2016 – 31 January 2016
15,000,000	1 February 2016 – 29 February 2016
20,000,000	1 March 2016 – 31 March 2016
25,000,000	1 April 2016 – 30 April 2016
50,000,000	1 May 2016 – 31 August 2016
35,000,000	1 September 2016 – 30 September 2016
20,000,000	1 October 2016 – 31 October 2016

SCHEDULE 2

NOTICE OF CHARGE TO ACCOUNT BANK

From. [Name and Address of Licence holder(s)] ('we' or 'us')

To [Name and Address of
the Account Bank] ('you')

For the attention of []

Dated. []

Dear Sirs

1 We refer to (1) account no [] maintained by us in your books (the 'Security Account'), and (2) a Deed of Charge and Reimbursement (the 'Deed') dated [] and made between us and Catherine Ruth Staples, Christine Jesnick, Michael Medlicott and Richard Trevor Relton Jackson in their capacity as trustees of the Air Travel Trust (the 'Air Travel Trustees') pursuant to which we charged by way of first fixed charge in favour of the Air Travel Trustees the following (collectively 'the Deposit') all monies now or hereafter credited to the Security Account together with the debt represented by such monies and all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection

2 We attach a copy of the Deed for your reference

3 We give you notice that pursuant to the Deed we have charged the Deposit in favour of the Air Travel Trustees by way of first fixed charge as a continuing security for the payment and discharge of the Liabilities (as defined in the Deed), to the intent that, subject to paragraph 4 below, the Deposit shall not be released to us until the Security Release Date (as defined in the Deed)

4 The Air Travel Trustees have however agreed that unless and until the Air Travel Trustees notify you to the contrary, we may withdraw (and you may pay to us) any and all interest that accrues on the Deposit

5 By way of security for our obligations to the Air Travel Trustees under the Deed, we instruct and authorise you (notwithstanding any previous instructions whatsoever which we may have given you to the contrary) -

- (a) to disclose to the Air Travel Trustees without any reference to, or further authority from, us and without any enquiry by you as to the justification for such disclosure, such information relating to the Deposit as the Air Travel Trustees may, at any time and from time to time, request you to disclose to them,
- (b) at any time and from time to time upon receipt by you of instructions in writing from the Air Travel Trustees, to release the Deposit (or any part of the Deposit) and to act in accordance with such instructions, without any reference to, or further authority from, us and without any enquiry by you as to the justification for such instructions or the validity of them,
- (c) to comply with the terms of any written notice, statement or instructions in any way relating or purporting to relate to the Deposit (or any part of the Deposit) which you receive at any time and from time to time from the Air Travel Trustees without any reference to, or further authority from us, and without any enquiry by you as to the justification for such notice, statement or instructions or the validity of it, and
- (d) not to act upon our instructions with regard to the Deposit (or any part of the Deposit) save with regard to the payment of interest to us in accordance with paragraph 4 unless and until you receive notice to the contrary from the Air Travel Trustees

6 The above instructions and authorisations shall remain in full force and effect until we and the Air Travel Trustees together give you notice in writing revoking or varying them.

7 This letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law

We should be grateful if you would please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by sending a letter addressed to the Air Travel Trustees copied to us in the form attached to this letter

Yours faithfully

(for and on behalf of)

[*Licence holder(s)*]

SCHEDULE 3

ACKNOWLEDGEMENT GIVEN BY THE ACCOUNT BANK

[Name and Address of
the Air Travel Trustees]

1

[Name and Address of
the Licence holder(s)]

I

For the attention of - [

For the attention of - [

Dated []

Dear Sirs

We acknowledge receipt of a letter (a copy of which is attached to this acknowledgement) dated [] (the 'Licence holder Letter'), and addressed to us by [] (the 'Licence holder') The expressions defined or used in the Licence holder Letter shall, unless the context otherwise requires, have the same meanings in this letter

We confirm that

- (a) we accept the instructions and authorisations contained in the Licence holder Letter and undertake to act in accordance with them and to comply with the terms of them,
- (b) we will not make any claim or demand or exercise any rights of counterclaim, rights of set-off or any other equities whatsoever against the Licence holder in respect of the Deposit, and
- (c) we undertake that, if we become aware at any time that any person or entity other than the Air Travel Trustees has or will have any right or interest whatsoever in the Deposit, we will forthwith notify the Air Travel Trustees and the Licence holder of this, giving particulars known to us in connection with such person, entity, right and interest

In addition, we acknowledge and confirm to the Air Travel Trustees that -

- (a) no rights of counterclaim, rights of set-off or any other equities whatsoever have arisen in our favour against the Licence holder in respect of the Deposit, and

(b) we have not, as at the date of this letter, received any notice that any third party has or will have any right or interest whatsoever in, or has made or will be making any claim or demand or taking any action whatsoever against, the Deposit

We have made the acknowledgements and confirmations and have given the undertakings set out in this Letter in the knowledge that they are required by the Air Travel Trustees in connection with the security which has been constituted by the Licence holder in the Air Travel Trustees' favour

This Letter and any non-contractual obligations arising out of or in connection with it shall be governed by English law

Yours faithfully
(for and on behalf of)
[Account Bank]

SCHEDULE 4

DEED OF RELEASE

This **DEED OF RELEASE** is made the day of 201[●] between

- (1) **CATHERINE RUTH STAPLES, CHRISTINE JESNICK, MICHAEL MEDLICOTT AND RICHARD TREVOR RELTON JACKSON IN THEIR CAPACITY AS TRUSTEES FOR THE ATT** ("the Air Travel Trustees"), and
- (2) **FIRST AVIATION LIMITED**, a company incorporated under the laws of England and Wales (company number 02783179) ("the Licence Holder")

RECITAL

Pursuant to a Deed of Charge and Reimbursement between the Air Travel Trustees and the Licence holder ("the Charge") the Licence holder charged the Deposit to the Air Travel Trustees Capitalised terms used in this Deed of Release and not defined in it have the meaning set out in the Charge Pursuant to Clause 19(b) of the Charge, the Air Travel Trustees agreed to execute this Deed of Release as soon as practicable after the Security Release Date

OPERATIVE PROVISIONS

- 1 The Air Travel Trustees confirm that the Security Release Date has occurred.
- 2 Subject to Clause 83(b) of the Charge, the Air Travel Trustees unconditionally release and discharge to the Licence holder the Deposit free from the Security Interest created by the Charge
- 3 The Air Travel Trustees agree, at the cost of the Licence holder, to execute all such documents and do all such acts and things as the Licence holder or any other person may at any time after the date of this Deed reasonably require to give effect to the provisions of this Deed of Release
- 4 The Air Travel Trustees contract in this Deed only in their capacities as trustees of the ATT The recourse of the Licence holder to the Air Travel Trustees or any of them under this Deed is limited to an amount equal to the aggregate of value of the assets comprised in the ATT from time to time The Licence holder has no recourse to any assets of an Air Travel Trustee held either (a) as

trustee or co-trustee of any trust other than the ATT, or (b) by that Air Travel Trustee in his personal capacity

5 A person who is not party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed

6 This Deed of Release and any non-contractual obligations arising out of or in connection with it shall be governed by English law

EXECUTED AND DELIVERED)
as a DEED by FIRST AVIATION)
LIMITED)

Director

Witness

Witness name and contact details

CATHERINE RUTH STAPLES

by

as trustee of the Air Travel Trustees

Witness

Witness name and contact details

CHRISTINE JESNICK

by

as trustee of the Air Travel Trustees

Witness

Witness name and contact details

MICHAEL MEDLICOTT

by

as trustee of the Air Travel Trustees

Witness

Witness name and contact details

RICHARD TREVOR RELTON JACKSON

by

as trustee of the Air Travel Trustees

Witness

Witness name and contact details

EXECUTED and DELIVERED
As a DEED by
FIRST AVIATION LIMITED

)
)
)



Director



Witness

ANDREW LINGARD

Witness name and contact details

MCMURCH GROUP MANAGEMENT LIMITED
LONDON LUTON AIRPORT
LU2 9NU

CATHERINE RUTH STAPLES

By

[REDACTED]

as trustee of the Air Travel Trustees

MICHAEL MONTGOMERY

Witness

[REDACTED]

CAA HOUSE, 45-59 KINGSWAY

Witness name and contact details

LONDON

WC2B 6TE

RICHARD TREVOR RELTON JACKSON

By

as trustee of the Air Travel Trustees

MICHAEL MONTGOMERY

Witness

CAA HOUSE, 45-59 KINGSWAY

Witness name and contact details

LONDON

WC2B 6TE