

MR01

Particulars of a charge

943213/13



Companies House

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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

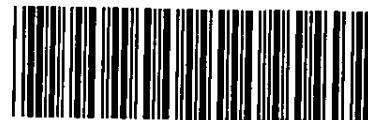
For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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. The
instrument must be scanned and placed on the public record

TUESDAY



A2H2IELN

A19

17/09/2013

#278

COMPANIES HOUSE

1 Company details

Company number 0 2 0 0 2 2 0 8 ✓

Company name in full Halsbury Travel Ltd ✓

0006 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 1 2 0 9 2 0 1 3 ✓

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

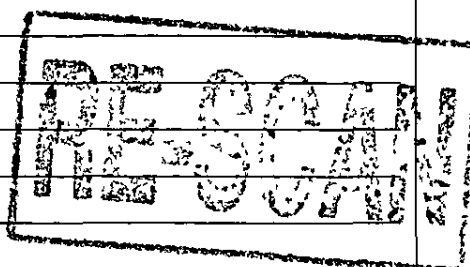
Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Lombard North Central Plc ✓

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

407 18-9-13

MRO1

Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Country of Registration - UK
Manufacturer & Type of Aircraft - Diamond DA42 Twin Star
Manufacturers Serial No - 42 316
Year of Manufacture of Aircraft - 2007
Manufacturer & Engine Type - TAE 125-02-99
Manufacturers Engine Serial No - 02-02-01943 & 02-02-01944
Aircraft Reg No - G-CEWN

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- ☒ **Yes**
☐ **No**

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Particulars of a charge

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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



X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Michelle Ransford**

Company name **Lombard North Central Plc**

Address **PO Box 520**

Post town **Rotherham**

County/Region **South Yorkshire**

Postcode **S 6 3 3 B R**

Country **England**

DX

Telephone **01709773017**



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: 2002208

Charge code: 0200 2208 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2013 and created by HALSBURY TRAVEL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2013.

P

Given at Companies House, Cardiff on 18th September 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Claim No: A30LS949

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

LEEDS DISTRICT REGISTRY

Before His Honour Judge Behrens sitting as a Judge of the High Court on 19 December 2014



IN THE MATTER OF THE COMPANIES ACT 2006

AND IN THE MATTER OF , the Limited Liability Partnership Act 2000 and the Limited Liability Partnership (Application of Companies Act) Regulations 2009

BETWEEN

LOMBARD NORTH CENTRAL PLC

Claimant

and

THE REGISTRAR OF COMPANIES

and

ALPHA GRIP LIMITED (IN LIQUIDATION)

and

38 OTHERS

Defendants

ORDER

UPON HEARING Counsel for the Claimant and the Registrar of Companies and the Defendants all consenting to the Order

AND UPON READING the Part 8 Claim Form and the witness statement of Diane Parkes and Natalie Jane Varley for the Claimant

IT IS ORDERED AND DECLARED that

- 1 The charge instruments registered with the charges identified in the attached Schedule 1 be removed and replaced with new copy charge instruments (**New Instruments**) pursuant to s 859N(1)(a) and s 859G of the Companies Act 2006 (as also applied by the Limited Liability Partnership Act 2000 and regulation 32 of the Liability Partnership (Application of Companies Act) Regulations 2009 in respect of limited liability partnerships).

- 2 The Claimant delivers a sealed copy of this Order, together with the New Instruments to the Registrar of Companies within 14 days of the date that this Order is sealed
- 3 The service of the application, witness statements and the Old and New Instruments on Mercia Architectural Ltd, Fleet Efficiency Ltd and City Group Inter-Rent PLC shall for the avoidance of doubt be deemed good service of the proceedings herein
- 4 There be no order as to costs

Schedule 1

	A - Company name	B - Company number	C - Charge code	D - Charge creation date	Summary of the information being redacted
1	Alpha Grip Limited (in liquidation)	05343927	0534 3927 0006	11 07 13	signatures
2	Apple International Inc Limited	04438342	0443 8342 0007	08 05 13	signatures
3	Arena Aviation Limited	03101572	0310 1572 0024	18 09 13	signatures
4	Car Leasing Ltd	04017957	0401 7957 0003	25 07 13	<ul style="list-style-type: none"> • signatures • Witness address
5	Castle Air Limited	03188994	0318 8994 0025	28 11 13	signatures
6	Castle Air Limited	03188994	0318 8994 0023	04 09 13	signatures
7	Castle Air Limited	03188994	0318 8994 0024	19 11 13	signatures
8	Central Helicopters Limited	05569595	0556 9595 0006	13 11 13	signatures
9	Central Helicopters Limited	05569595	0556 9595 0005	13 11 13	signatures
10	City Group Inter-Rent Plc	03817201	0381 7201 0008	29 04 13	<ul style="list-style-type: none"> • signatures • Witness address
11	Drilling Systems Limited	02295138	0229 5138 0010	16 09 13	signatures
12	EA Microbiology	07403736	0740 3736 0001	01 08 13	signatures
13	Eastern Atlantic Helicopters Limited	04006527	0400 6527 0025	03 09 13	signatures
14	Fleet Efficiency Limited	05524824	0552 4824 0004	11 10 13	signatures
15	Friends Aloft Limited	08442545	0844 2545 0001	29.05 13	<ul style="list-style-type: none"> • Signatures • Witness address
16	Friends Aloft Limited	08442545	0844 2545 0002	29 05 13	<ul style="list-style-type: none"> • Signatures • Witness address
17	Greenbank Compactors LLP	OC37459 3	OC37 4593 0002	01 08 13	signatures

18	GVS Filter Technology UK Ltd	02647901	0264 0005	7901	01 08 13	signatures
19	Halsbury Travel Limited	02002208	0200 0006	2208	18 09 13	signatures
20	Hawk Site Facilities Limited	05308953	0530 0003	8953	31 07 13	signatures
21	Mecaplast Peterlee Limited	03070940	0307 0004	0940	25 7 13	<ul style="list-style-type: none"> • Signatures • Witness address
22	Mercia Architectural Limited	04518057	0451 0002	8057	30 10 13	signatures
23	Mercia Architectural Limited	04518057	0451 0003	8057	14 11 13	signatures
24	MFH Helicopters Ltd (in liquidation)	02204219	0220 0005	4219	14 06 13	signatures
25	MFH Helicopters Ltd (in liquidation)	02204219	0220 0003	4219	14 06 13	signatures
26	MFH Helicopters Ltd (in liquidation)	02204219	0220 0004	4219	14 06 13	signatures
27	Noble Foods Group Limited	05826545	0582 0013	6545	14 05 13	signatures
28	Premier Vehicle Rental Limited	06972496	0697 0007	2496	29 08 13	<ul style="list-style-type: none"> • Signatures • Witness' address
29	Prohire Plc	01388495	0138 0017	8495	16 09 13	<ul style="list-style-type: none"> • Signatures • Witness' address
30	QTL Holdings Limited	07447993	0744 0001	7993	18 11 13	Signatures
31	Rosehill Polymers Ltd	02283308	0228 0022	3308	19 07 13	Signatures
32	Speedscreen Creative Print Solutions Ltd	01922621	0192 0008	2621	31 07 13	signatures
33	Stormont Truck & Van Limited	04173907	0417 0017	3907	12 07 13	<ul style="list-style-type: none"> • Signatures • Witness' address
34	Supply UK Hire Shops Limited	03542206	0354 0008	2206	01.08.13	<ul style="list-style-type: none"> • Signatures • Witness' address
35	Thomas's Group (Birmingham) Limited	01856762	0185 0022	6762	03 09 13	Signatures

36	TSL Contractors Ltd	SC067094	SC06 7094 0012	30 09 13	<ul style="list-style-type: none"> • Signatures • Witness address
37	Whitby Seafoods Limited	01869220	0186 9220 0027	31 05.13	Signatures
38	Whittlewood Consulting Services LLP (formerly Whittlewood Aviation Services LLP)	OC377984	OC37 7984 0002	29 05 13	Signatures
39	Norfolk Yacht Agency Ltd	1881755	018817550187	06 06 13	<ul style="list-style-type: none"> • Signatures • Witness address
40	Norfolk Yacht Agency Ltd	1881755	018817550193	07 08 13	<ul style="list-style-type: none"> • Signatures • Witness address
41	Norfolk Yacht Agency Ltd	1881755	018817550201	22.11.13	<ul style="list-style-type: none"> • Director signatures • Bank account number • Bank account sort code
42	Norfolk Yacht Agency Ltd	1881755	018817550184	24 04 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
43	Norfolk Yacht Agency Ltd	1881755	018817550189	26 06 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
44	Norfolk Yacht Agency Ltd	1881755	018817550191	17 07.13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address

45	Norfolk Yacht Agency Ltd	1881755	01881755019 6	13 09 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
46	Norfolk Yacht Agency Ltd	1881755	01881755019 8	25 09 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
47	Norfolk Yacht Agency Ltd	1881755	01881755020 2	21 11 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
48	Norfolk Yacht Agency Ltd	1881755	01881755018 6	03 06 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
49	Norfolk Yacht Agency Ltd	1881755	01881755018 8	18 06 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
50	Norfolk Yacht Agency Ltd	1881755	01881755019 2	17 07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address

51	Norfolk Yacht Agency Ltd	1881755	01881755019 5	13 09 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
52	Norfolk Yacht Agency Ltd	1881755	01881755019 7	17 09 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
53	Norfolk Yacht Agency Ltd	1881755	01881755019 9	02 10 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
54	Bray Marine Sales Ltd	2721811	02721811003 9	07 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
55	Essex Boatyards Ltd	3827390	03827390046 3	15 11 13	signatures
56	Essex Boatyards Ltd	3827390	03827390044 7	09 07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
57	Essex Boatyards Ltd	3827390	03827390044 1	09 04 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
58	Essex Boatyards Ltd	3827390	03827390044 6	17 06 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address

59	Essex Boatyards Ltd	3827390	03827390044 5	13 05 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
60	Essex Boatyards Ltd	3827390	03827390044 3	23 04 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
61	Essex Boatyards Ltd	3827390	03827390044 9	25 07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
62	Essex Boatyards Ltd	3827390	03827390045 1	06 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
63	Essex Boatyards Ltd	3827390	03827390045 3	14 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
64	Essex Boatyards Ltd	3827390	03827390045 7	17 10 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
65	Essex Boatyards Ltd	3827390	03827390045 9	12 11 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
66	Essex Boatyards Ltd	3827390	03827390044 8	18 07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address

67	Essex Boatyards Ltd	3827390	03827390045 0	31.07.13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
68	Essex Boatyards Ltd	3827390	03827390045 2	14 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
69	Essex Boatyards Ltd	3827390	03827390045 4	21 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
70	Essex Boatyards Ltd	3827390	03827390046 0	12 11 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
71	Essex Boatyards Ltd	3827390	03827390046 2	22 11 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
72	Burton Waters Manna Ltd	4131218	04131218027 6	02 10 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
73	Burton Waters Marina Ltd	4131218	04131218027 5	29 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address

74	Burton Waters Marina Ltd	4131218	04131218027 4	15 08 13	<ul style="list-style-type: none"> • Director's signatures • Bank account numbers • Bank account sort code • Bank's name and address
75	Burton Waters Marina Ltd	4131218	04131218027 3	06 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
76	Burton Waters Marina Ltd	4131218	04131218026 4	10 05 13	<ul style="list-style-type: none"> • signatures • vendor's address • Bank account number • Bank account sort code
77	Burton Waters Marina Ltd	4131218	04131218026 3	30 04 13	<ul style="list-style-type: none"> • signatures • vendor's address • Bank account number • Bank account sort code
78	Burton Waters Marina Ltd	4131218	04131218027 9	11 11 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
79	Burton Waters Marina Ltd	4131218	04131218027 8	01 11 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
80	Burton Waters Marina Ltd	4131218	04131218027 7	08 10 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address

81	Burton Waters Marina Ltd	4131218	04131218027 1	01 07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code
82	Burton Waters Marina Ltd	4131218	04131218027 0	02 07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code
83	Burton Waters Marina Ltd	4131218	04131218026 9	24 06 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code
84	Burton Waters Marina Ltd	4131218	04131218026 8	19 06 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Vendor's address
85	Burton Waters Marina Ltd	4131218	04131218026 6	14 06 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code
86	Burton Waters Marina Ltd	4131218	04131218026 7	14 06 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code
87	Burton Waters Marina Ltd	4131218	04131218026 5	17 05 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code
88	Burton Waters Marina Ltd	4131218	04131218028 0	15 11 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address • Witness' address
89	Burton Waters Marina Ltd	4131218	04131218026 1	17 04 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code
90	Burton Waters Marina Ltd	4131218	04131218027 2	17.07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code

91	Clipper Marine Ltd	5837682	05837682005 7	12 07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
92	Clipper Marine Ltd	5837682	05837682005 6	12.07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
93	Clipper Marine Ltd	5837682	05837682005 9	06 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
94	Clipper Marine Ltd	5837682	05837682006 1	07 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
95	Clipper Marine Ltd	5837682	05837682006 8	25 10 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
96	Clipper Marine Ltd	5837682	05837682006 7	16 10 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
97	Clipper Marine Ltd	5837682	05837682006 5	15 10 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
98	Clipper Marine Ltd	5837682	05837682006 6	15 10 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address

99	Clipper Marine Ltd	5837682	05837682006 4	02 09 2013	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
100	Clipper Marine Ltd	5837682	05837682006 3	02 10 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
101	Clipper Marine Ltd	5837682	05837682006 2	23 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
102	Clipper Marine Ltd	5837682	05837682006 0	07 08 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
103	Clipper Marine Ltd	5837682	05837682006 9	14 11 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
104	Clipper Marine Ltd	5837682	05837682005 5	17 05 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
105	Clipper Marine Ltd	5837682	05837682005 8	12 07 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address
106	Marco Marine Ltd	6487056	06487056001 4	01 11 13	<ul style="list-style-type: none"> • signatures • Bank account numbers • Bank account sort code • Bank's name and address

107	Marco Marine Ltd	6487056	06487056001 2	11 07 13	<ul style="list-style-type: none"> signatures
108	Marco Marine Ltd	6487056	06487056001 3	13 07 13	<ul style="list-style-type: none"> signatures
109	Orchard Marine Services Ltd	7093838	07093838000 1	02.07 13	<ul style="list-style-type: none"> signatures Witness' address
110	Prosser Marine Sales Ltd (in receivership)	SC160982	SC160982003 1	16 05 13	<ul style="list-style-type: none"> Bank account number Bank account sort code Bank's name and address signatures

Aircraft Mortgage – UK CAA



THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Date: 12-9-13

Owner: Halsbury Travel Limited

Registration number: 02002208

Lombard: Lombard North Central PLC of 3 Princess Way, Redhill, Surrey RH1 1NP

Aircraft

Country of Registration	Manufacturer and type of Aircraft	Manufacturer's serial number of Aircraft	Year of Manufacture of Aircraft	Manufacturer and type of Engine(s)	Manufacturer's serial number of Engine(s)	Year of manufacture of Engine(s)	Aircraft Registration Number
UK	Diamond DA42 Twin Star	42.316	2007	TAE 125-02-99	02-02-01943 & 02-02-01944		G-CEWN

Other Aircraft Details

Certified as a true copy of the original
Signed *M. P. Smith*
for and on behalf of Lombard North Central PLC

References to the Aircraft include (without limitation) its Engine(s) and (except in Clause 2) its radio equipment, landing gear, auxiliary power unit, documents, certificates, licences, manuals and technical records and all other items over which this deed creates security

Location of Aircraft when not in use Hangar at Tolleraton/Nottingham City Airport

Insurance required Agreed value £285,000 00

1 Owner's Obligations

The Owner will pay Lombard on demand all the Owner's Obligations. The Owner's Obligations are all the Owner's liabilities to Lombard (present, future, actual or contingent and whether incurred alone or jointly with another) and include (without limitation)

- 1.1 Interest at the rate charged by Lombard, calculated both before and after demand or judgment or decree on a daily basis and compounded according to agreement, or, in the absence of an agreement, monthly on the days selected by Lombard
- 1.2 any expenses, costs or administration charges Lombard or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Aircraft or taking, perfecting, protecting or enforcing this deed or exercising any power under it

2 Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with **full title guarantee**

- 2 1 mortgages the Aircraft, its spare parts and its manuals and technical records to Lombard
- 2 2 assigns to Lombard all of its right, title, benefit and interest in and to
 - 2 2 1 all agreements for any hire, lease or charter of the Aircraft and all amounts receivable under or in connection with those agreements,
 - 2 2 2 all insurance policies relating to the Aircraft and all proceeds of that insurance to Lombard,
 - 2 2 3 all warranties and maintenance contracts associated with the Aircraft, and
 - 2 2 4 all compensation paid for any compulsory requisition or acquisition of the Aircraft
- 2 3 charges to Lombard all of the avionics, radio and other equipment and accessories on the Aircraft
- 2 4 charges to Lombard all other property from time to time on the Aircraft
- 2 5 If any property expressed to be assigned in this Clause 2 cannot be assigned, the Owner shall hold that property on trust for Lombard

3 Restrictions

The Owner will not, without Lombard's prior written consent

- 3 1 permit or create any mortgage, charge or lien over the Aircraft
- 3 2 dispose of the Aircraft
- 3 3 hire, lease, charter or part with possession of the Aircraft
- 3 4 change the registration or identification marks of the Aircraft
- 3 5 amend or end, or grant a waiver under, any contract mortgaged, charged, assigned or held on trust under this deed
- 3 6 assign or transfer the benefit of this deed

4 Aircraft Undertakings

The Owner will

- 4 1 keep the Aircraft registered in its own name at the United Kingdom Civil Aviation Authority with a valid Certificate of Airworthiness and an Annual Review Certificate
- 4 2 use the Aircraft in a safe, careful and proper manner and in accordance with the manufacturer's recommendations
- 4 3 keep the Aircraft properly maintained in an airworthy condition, and carry out repairs and replace parts as appropriate, in accordance with the manufacturer's recommendations and in accordance with the United Kingdom Civil Aviation Authority standards and not, without Lombard's prior written consent, make any alterations to the Aircraft
- 4 4 keep the Aircraft at the Location when not in use
- 4 5 pay all duties, charges, fees (including hangar fees), rates, taxes, penalties, and other amounts due in respect of the Aircraft and produce copies of all receipts to Lombard on demand
- 4 6 keep the Aircraft's manuals, records and logs complete, up-to-date, in a safe location, hold them to Lombard's order and permit Lombard to inspect them and the Aircraft at any time
- 4 7 comply with the laws of any country or jurisdiction to which the Aircraft may be subject from time to time
- 4 8 deposit with Lombard all documents of title and the Certificate of Airworthiness relating to the Aircraft

- 4 9 not, without Lombard's prior written consent, otherwise make any modifications or alterations to the Aircraft or install or remove any part to the Aircraft,
- 4 10 ensure that all substitutions, replacements and renewals of parts made to the Aircraft are (i) in good operating and airworthy condition and (ii) legally and beneficially owned by the Owner free from any security interest and are such that upon installation in the Aircraft they will be subject to the security created by this deed and that any Engine or other part of the Aircraft removed from the Aircraft shall remain subject to the security created by this deed until such time as a replacement shall have been installed on the Aircraft,
- 4 11 if Lombard so requests, keep attached to the Aircraft in a prominent position in the cockpit a metal plate stating "This aircraft is mortgaged to Lombard North Central PLC"
- 4 12 promptly inform Lombard of any Event of Default or of any casualty, damage or **Total Loss** or any condition, event or circumstance which with the lapse of time might constitute an Event of Default

Event of Default means an event of default howsoever described under the documentation creating or evidencing the Owner's Obligations

Total Loss means

- (a) an actual, constructive, compromised or agreed total loss of the Aircraft, or
 - (b) any expropriation, confiscation, requisition or acquisition of an Aircraft, whether for full consideration, a consideration less than its proper value, a nominal consideration or without any consideration, which is effected by any government or official authority or by any person or persons claiming to be or to represent a government or official authority, excluding a requisition for hire for a fixed period against payment of market hire, not exceeding one year without any right to extension, or
 - (c) any condemnation of an Aircraft by any tribunal or by any person or persons claiming to be a tribunal
- 4 13 comply with any other requirements which Lombard notifies to the Owner

5 Insurance Undertakings

The Owner will

- 5 1 keep the Aircraft insured against loss or damage to Lombard's reasonable satisfaction on an agreed value basis as indicated on the front of this deed. In default, Lombard may arrange insurance at the Owner's expense. The policy of insurance must include
- 5 1 1 war, hijacking and other perils which are normally excluded by London Market Aviation clause AVN 48B
 - 5 1 2 London Market Aviation clause AVN 2001A (*Date Recognition Limited Coverage*)
 - 5 1 3 aircraft liability insurance to cover the Owner and Lombard against all claims for death, personal injury and damage to property arising from the use of the Aircraft in such amount as Lombard requires
 - 5 1 4 London Market Aviation clauses AVN 28B or AVN 67B (*Financial Interest Endorsements*) as Lombard requires, identifying Lombard as first loss payee
- 5 2 hold on trust for Lombard all proceeds of any insurance of the Aircraft. At Lombard's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Owner's Obligations
- 5 3 deposit with Lombard all insurance policies and related documents (or copies where Lombard agrees)
- 5 4 not use the Aircraft for any purpose involving a risk that is prohibited or not covered by the insurance

6 When security becomes enforceable

Without prejudice to Lombard's other rights under this deed or by virtue of applicable law, upon the occurrence of an Event of Default, and at any time thereafter, Lombard may, by notice to the Owner, declare the security constituted by this deed to have become enforceable and such notice shall be conclusive for the purposes of this deed and this deed shall thereupon become enforceable and thereafter Lombard shall be entitled, without further notice or further demand, immediately to exercise all the powers and remedies possessed by it according to applicable law as mortgagee of the Aircraft and in particular but, without limitation, the powers set out in this deed

7. Hire, Lease or Charter Undertakings

If Lombard consents to a contract for hire, lease or charter of the Aircraft, the Owner will

- 7 1 indemnify Lombard against any liability or loss (including legal costs) arising from the change of possession and/or use of the Aircraft or any loss, theft or destruction of, or damage to the Aircraft
- 7 2 not dispose of nor give any security on the income from the contract other than to Lombard
- 7 3 provide Lombard with a copy of the contract
- 7 4 ensure that the contract can be terminated on 7 days' notice
- 7 5 include in the contract an acknowledgement of Lombard's interest in the Aircraft and rights as assignee of the contract
- 7 6 arrange any additional insurance required as a result of the contract

8 Possession and Exercise of Powers

- 8 1 Lombard does not have an immediate right to possession of the Aircraft or its income (and will not be considered to be taking possession if it enters to inspect or repair the Aircraft) The Owner will continue in possession until Lombard takes possession
- 8 2 When the security created by this deed becomes enforceable in accordance with Clause 6, Lombard may then take possession and exercise any of its other powers without further delay
- 8 3 Any purchaser or third party dealing with Lombard or a receiver may assume that Lombard's powers have arisen and are exercisable without proof that demand has been made
- 8 4 Lombard will not be liable to account to the Owner for any money not actually received by Lombard

9 Appointment of Receiver

Lombard may appoint or remove a receiver or receivers of the Aircraft. If Lombard appoints a receiver, Lombard may fix and pay the receiver's fees and expenses. The receiver will be the Owner's agent and the Owner (and not Lombard) will be responsible for the acts, defaults and remuneration of the receiver.

10 Powers of Lombard and Receivers

- 10 1 Lombard or any receiver may
 - 10 1 1 enter, take possession of, operate and/or generally manage the Aircraft
 - 10 1 2 maintain or repair the Aircraft
 - 10 1 3 sell, hire, lease, charter or accept surrenders of any hire, lease or charter, charge or deal with the Aircraft without restriction
 - 10 1 4 complete any transactions by executing any deeds or documents in the name of the Owner
 - 10 1 5 take, continue or defend any proceedings and enter into any arrangement or compromise
 - 10 1 6 insure the Aircraft, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this
 - 10 1 7 employ advisers, consultants, managers, agents, workmen and others
 - 10 1 8 purchase or acquire materials, tools, equipment, furnishing, goods or supplies
 - 10 1 9 do any acts which Lombard or a receiver considers to be incidental or beneficial to the exercise of its powers
- 10 2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations
- 10 3 Joint receivers may exercise their powers jointly or separately
- 10 4 A receiver will first apply any money received from the Aircraft towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law

- 10 5 Lombard may exercise any of its powers even if a receiver has been appointed
- 10 6 Lombard may set off any of the Owner's Obligations against any amount owed by Lombard to the Owner. Lombard may exercise this right, without prior notice, both before and after demand. For this purpose, Lombard may convert an amount in one currency to another, using its market rate of exchange at the relevant time
- 10 7 Any credit balance with Lombard will not be repayable, or capable of being transferred, charged or dealt with by the Owner until the Owner's Obligations have been paid in full
- 11 Application of Payments**
- 11 1 Lombard may apply any payments received for the Owner to reduce any of the Owner's Obligations, as Lombard decides
- 11 2 If Lombard receives notice of any charge or other interest affecting the Aircraft, Lombard may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether Lombard suspends the account(s), any payments received by Lombard after the date of that notice will be applied first to repay any of the Owner's Obligations arising after that date
- 12 Preservation of other Security and Rights and Further Assurance**
- 12 1 This deed is in addition to any other security for the Owner's Obligations held by Lombard now or in the future. Lombard may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or Lombard's other rights
- 12 2 On request, the Owner will execute any deed or document, or take any other action required by Lombard, to perfect or enhance Lombard's security under this deed
- 13 Non-Compliance by the Owner**
- If the Owner for any reason fails to observe or punctually perform any of its obligations under this deed, Lombard shall be entitled, on behalf of or in the name of the Owner or otherwise and at the cost of the Owner, to perform the obligation and to take any steps which Lombard may consider necessary with a view to remedying or mitigating the consequences of the failure
- 14 Power of Attorney**
- To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints Lombard, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings
- 15 More than One Owner**
- Where the Owner is more than one person the Owner's Obligations include their joint, several and independent liabilities. References to Owner are to them together and separately
- 16 Consents, Notices and Demands**
- 16 1 All consents, notices and demands must be in writing
- 16 2 Lombard may deliver a notice or demand to the Owner at its registered office, or at the contact details last known to Lombard
- 16 3 A notice or demand by Lombard will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6 00 pm on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday
- 16 4 A notice from the Owner to Lombard will be effective on receipt

17 Transfers

Lombard may allow any person to take over any of its rights or duties under this deed. The Owner authorises Lombard to give that person or its agent any financial or other information about the Owner. References to Lombard include its successors.

18 Law, Jurisdiction and Service of Process

18.1 Unless the Owner is resident or incorporated in Scotland, English law governs this deed and the English courts will have exclusive jurisdiction.

18.2 If the Owner is resident or incorporated in Scotland, Scots law governs this deed and the Scottish courts will have exclusive jurisdiction.

18.3 For Lombard's benefit, the Owner irrevocably submits to the jurisdiction of the relevant courts detailed above in connection with any dispute arising out of, or connected with, or concerning the existence or validity of, this deed (each a **dispute**). The Owner agrees to waive any objection to the relevant courts detailed above, whether on the grounds of venue or that the forum is not appropriate. Lombard may take any proceedings in connection with any dispute in any other court of competent jurisdiction.

18.4 Any address for service of proceedings detailed in any loan agreement between the Owner and Lombard applies to this deed.

IN WITNESS of which this mortgage has been executed and delivered as a deed, on the date stated at the beginning of this mortgage

Executed and _____ the Owner

Director

D

If there is only one signature, which must be that of a Director, a witness is required.

Signed by the Director in the presence of

Witness' signature

Witness' name in full _____

Address _____

Occupation _____

Signed for by Lombard