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**COMPANIES FORM No. 395** 005753/26  
**Particulars of a mortgage or charge**

# 395

**A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

CHFP025

Please do not  
write in  
this margin

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

\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1166

2769768

Name of company

\* Flybe Limited of Jack Walker House, Exeter International Airport, Exeter, Devon EX5 2HL (the "Assignor")

Date of creation of the charge

20th November 2007

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

Assignment of Rights under Term Cost Plan Agreement between the Assignor and HEH Erste Beteiligungsgesellschaft mbH & Co KG (the "Assignee") dated 20th November 2007 (the "TCP Assignment") with respect to the Aircraft (as defined in the attached continuation sheet)

Amount secured by the mortgage or charge

The payment, performance and discharge of the Secured Obligations (as defined in the attached continuation sheet)

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

HEH Erste Beteiligungsgesellschaft mbH & Co  
c/o HEH Hamburger EmissionsHaus GmbH & Co KG, Grosse Elbstrasse 14, 22767 Hamburg, Germany

Postcode

Presentor's name address and  
reference (if any)

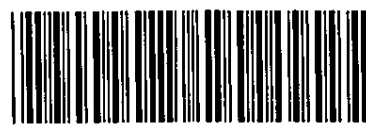
Clark Ricketts LLP  
Waterman House  
41 Kingsway  
London  
WC2B 6TP

Time critical reference  
TC/HE12/001

For official Use (06/2005)  
Mortgage Section

Post room

MONDAY



\*LV4C0VD4\*

LD2

10/12/2007

130

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

All rights, title, benefit and interest (present and future) in and to the Assigned Property (as defined in the attached continuation sheet)

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Clark Mitchell LLI*

Date

*10<sup>th</sup> December 2007*

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

Notes

† delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

\*insert full name  
of Company

\* Flybe Limited of Jack Walker House, Exeter International Airport, Exeter,  
Devon EX5 2HL (the "Assignor")

Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Aircraft" means one Bombardier Q400 aircraft with manufacturer's serial number 4179 and registration mark G-JECZ

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

"Account Charge" means the account charge in relation to the Charged Account between the Assignee and the Assignor dated 20th November 2007

"Aircraft Purchase Agreement Assignment" means the assignment of the Manufacturer Purchase Agreement between Lessor and Lessee and dated 20th November 2007

"Charged Account" means the account in the name of Assignor held with Barclays Bank PLC as described in the Lease

"Guarantor" means Flybe Group Limited of Jack Walker House, Exeter International Airport, Exeter, Devon EX5 2HL

"Lease" means the Aircraft Lease Agreement between the Assignee and the Assignor dated 19th November 2007 in respect of the Aircraft

"Lessee Security Assignment" means the assignment agreement between the Assignor and the Assignee dated 20th November 2007

"Manufacturer" means Bombardier Inc, a Canadian corporation represented by Bombardier Aerospace, Regional Aircraft and having an office located at 123 Garratt Boulevard, Downsview, Ontario, Canada

"Manufacturer Purchase Agreement" means purchase agreement no 0526 dated 11 April 2003 between the Assignor and the Manufacturer in relation to, inter alia, the Aircraft

"Parent Guarantee" means the guarantee entered into by the Guarantor and the Lessor dated 20th November 2007

"Secured Obligations" means the actual, contingent, present and future obligations and liabilities of the Assignor to the Assignee under or pursuant to any Transaction Document (other than the Aircraft Purchase Agreement Assignment) to which the Assignor and the Assignee are parties or as a consequence of any breach, non-performance, disclaimer or repudiation by the Assignor (or by a liquidator, receiver, administrative receiver, administrator, or any similar officer in respect of the Assignor) of any of the Assignor's obligations under any such Transaction Document

"Security Trustee" means HSH Nordbank AG

"Transaction Document" means the Lease, the Parent Guarantee, the Aircraft Purchase Agreement Assignment, the TCP Assignment, the Warranty Agreement, the Lessee Security Assignment and the Account Charge and any schedules or documents executed pursuant to any of the foregoing, any notices or certificates from time to time issued by the Assignor pursuant to any of the foregoing, and any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed by the Assignor

"Warranty Agreement" means the warranty agreement between the Manufacturer, Assignor, Assignee and Security Trustee dated 20th November 2007

Company number

2769768

Name of company

\*insert full name  
of Company

\* Flybe Limited of Jack Walker House, Exeter International Airport, Exeter,  
Devon EX5 2HL (the "Assignor")

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

"Assigned Property" means all the rights and benefits vested in and accruing to the Assignor under and pursuant to the TCP Agreement in relation to the Engines

"Engines" means two P&WC PW 150A engines with manufacturer's serial numbers PCE-FA0406 and PCE-FA0408

"Engine Maintenance Provider" means Pratt & Whitney Canada Customer Services Centre Europe GmbH

"TCP Agreement" means the Term Cost Plan Agreement No FMP-03-05 R4 dated July 2003 between the Engine Maintenance Provider and the Assignor for certain engine maintenance services to be provided in respect of the Engines

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02769768

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF RIGHTS UNDER TERM COST PLAN AGREEMENT DATED THE 20th NOVEMBER 2007 AND CREATED BY FLYBE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HEH ERSTE BETEILIGUNGSGESELLSCHAFT MBH & CO UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th DECEMBER 2007.

A handwritten signature in black ink, appearing to be 'R. B.' or similar.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES