

MG01

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LASERFORM

Particulars of a mortgage or charge

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a
company. To do this, please use
form MG01s

MONDAY



LD5

"LOOHJU89"

19/12/2011

#34

COMPANIES HOUSE

1

Company details

Company number

0 2 7 6 9 7 6 8

Company name in full

Flybe Limited (the "Mortgagor")

2 8 9

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

Date of creation of charge

Date of creation

d0 d6 m1 m2 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Mortgage and Security Agreement (the "Mortgage and Security Agreement")
dated 6 December 2011 between the Mortgagor and Siemens Financial
Services AB (the "Mortgagee")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Any and all moneys, liabilities and obligations
(whether actual or contingent, whether now existing
or hereafter arising, whether or not for the
payment of money, and including any obligation or
liability to pay damages) from time to time owing
to the Mortgagee by the Obligors (or any of them)
pursuant to the Facility Agreements and the other
Finance Documents and Related Finance Documents
(the "Secured Obligations")

Unless defined elsewhere in this Form MG01, please
see the attached MG01 continuation page 1 for the
defined terms which are used throughout this Form
MG01 (including in such continuation page).

Continuation page

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

MG01**Particulars of a mortgage or charge****5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name Siemens Financial Services AB

Address Rontgenvagen 2, Box 6106

171 06 Solna, Sweden

Postcode 1 7 1 0 6

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

According to Clause 2 of the Mortgage and Security Agreement, in order to secure the full and punctual payment, performance and discharge of the Secured Obligations, the Mortgagor with full title guarantee mortgages to the Mortgagee, all the Mortgagor's right, title and interest, present and future, in the Engine by way of first priority legal mortgage.

According to Clause 4.1 of the Mortgage and Security Agreement, in order to secure the full and punctual payment, performance and discharge of all of the Secured Obligations, the Mortgagor with full title guarantee assigns and agrees to assign absolutely by way of security the Assigned Property (and all Associated Rights related thereto) to and in favour of the Mortgagee.

According to Clause 4.2 of the Mortgage and Security Agreement, to the extent that any of the Assigned Property is not at any time assigned pursuant to Clause 4.1 (Assignment) of the Mortgage and Security Agreement, the Mortgagor with full title guarantee by way of first fixed charge, charges and agrees to charge to, and creates and agrees to create in favour of, the Mortgagee a general encumbrance in the Assigned Property to the fullest extent permitted by relevant applicable law.

The Mortgage and Security Agreement contains covenants for further assurance and a negative pledge.

Unless defined elsewhere in this Form MG01, please see the attached MG01 continuation page 1 for the defined terms which are used throughout this Form MG01 (including in such continuation page).

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Clifford Chance LLP*

X

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

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Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Joyce Fong (70-40508755)

Company name Clifford Change LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country England

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



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.

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 enquires@companieshouse.gov.uk

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

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Definitions

In this Form MG01:

"Assigned Insurance Rights" means all the right, title and interest, present and future, of the Mortgagor in and to the benefit of the Insurances (other than third party liability insurances), including, without limitation, the right to compel performance by the insurers of their obligations in respect of the Insurances.

"Assigned Property" means (i) the Assigned Insurance Rights and (ii) the Requisition Proceeds

"Associated Rights" has the meaning assigned to such term in the Cape Town Agreements.

"Cape Town Agreements" shall mean the Cape Town Convention as supplemented by the Cape Town Aircraft Protocol (in each case, utilising the English-language version thereof).

"Cape Town Aircraft Protocol" shall mean The Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment, concluded in Cape Town, South Africa, on 16 November 2001 (utilising the English-language version thereof).

"Cape Town Convention" shall mean The Convention on International Interests in Mobile Equipment, concluded in Cape Town, South Africa, on 16 November 2001 (utilising the English-language version thereof).

"Engine" means.

- (a) the Pratt & Whitney PW150A aircraft engine, the particulars of which are set out in Schedule 1 (Description of Engine) of the Mortgage and Security Agreement; and
- (b) any and all Parts, so long as they are incorporated in or installed on or attached to the Engine or so long as the Mortgagor owns them after removal from the Engine; and, where the context permits
- (c) the Technical Records relating to the Engine and all of its Parts.

"FA0242 Facility Agreement" means the USD 2,000,000 secured term loan agreement entered into on or about the date hereof between Flybe Limited as borrower, Flybe Group plc as guarantor and the Mortgagee as lender in relation to one (1) Pratt & Whitney 150A engine with serial numbers FA0242.

"Facility Agreement" means either (as the context may require):

- (a) the USD 3,600,000 secured term loan agreement entered into on or about the date hereof between Flybe Limited, as borrower, Flybe Group plc, as guarantor, and the Mortgagee as lender in relation to two (2) Pratt & Whitney PW150A engines with serial numbers FA0053 and FA0146;
- (b) the USD 3,600,000 secured term loan agreement entered into on or about the

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>date hereof between Walker Aviation Leasing (UK) Limited, as borrower, Flybe Group plc, as guarantor, and the Mortgagee as lender in relation to two (2) Pratt & Whitney PW150A engines with serial numbers FA0025 and FA0144); or</p> <p>(c) the FA0242 Facility Agreement</p> <p>"Fee Letter" means any fee letter or letters dated on or about the date of the FA0242 Facility Agreement between the Mortgagee and the Mortgagor in respect of the fee referred to in Clause 11.1 (<i>Up-front Fee</i>) of the FA0242 Facility Agreement.</p> <p>"Finance Documents" means the FA0242 Facility Agreement, any Utilisation Request, the Fee Letter, the Mortgage and Security Agreement and each notice and/or acknowledgement required to be delivered pursuant to the Mortgage and Security Agreement and each other document agreed as such in writing by the Mortgagee and the Mortgagor.</p> <p>"Insurances" means all policies and contracts of insurance and reinsurance which are from time to time taken out or entered into and/or maintained and renewed in accordance with the provisions of Schedule 5 (<i>Insurance Undertakings</i>) of the Mortgage and Security Agreement.</p> <p>"Obligors" means Flybe Limited, Walker Aviation Leasing (UK) Limited and Flybe Group plc in their respective capacities as borrowers and guarantor under the Facility Agreements.</p> <p>"Parts" means any and all appliances, accessories, instruments, navigational and communications equipment, furnishings, modules, components and other parts and equipment of whatever nature, that may from time to time be incorporated or installed in or attached to the Engine.</p> <p>"Related Finance Documents" means each Finance Document as such term is defined in the Related Loan Agreements.</p> <p>"Related Loan Agreements" means the Facility Agreements (excluding the FA0242 Facility Agreement) and each loan agreement or other financing agreement entered into between the Mortgagee and the Mortgagor or the Mortgagee and Walker Aviation Leasing (UK) Limited in the future.</p> <p>"Requisition Proceeds" means any proceeds of requisition (whether for title, use, hire or otherwise) confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Engine or any part thereof.</p> <p>"Technical Records" means the documents, data and records in respect of the Engine or any part thereof, and all additions, renewals, revisions and replacements from time to time made to any of the foregoing.</p> <p>"Utilisation Request" means a notice substantially in the form set out in Schedule 2</p>	

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Amount secured

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Amount secured

(Utilisation Request) of the FA0242 Facility Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2769768
CHARGE NO. 289**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE AND SECURITY
AGREEMENT DATED 6 DECEMBER 2011 AND CREATED BY
FLYBE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE OBLIGORS OR ANY OF THEM TO
SIEMENS FINANCIAL SERVICES AB ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 19 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 DECEMBER
2011

L. C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES