

MG01

Particulars of a mortgage or charge

100040/39



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

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You cannot use this form to register  
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Ireland

TUESDAY



A11 "A1023KMX"  
18/12/2012 #200  
COMPANIES HOUSE

please  
visit  
gov.uk

1 Company details

Company number 2 7 6 9 7 6 8

Company name in full Flybe Limited (the "Company")

30P

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 Date of creation of charge

Date of creation 2 7 1 1 2 0 1 2

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 Security Agreement relating to one (1) Embraer 170-200 STD aircraft between the Company, as  
assignor, and HEH Aviation "Southampton" Beteiligungsgesellschaft mbH & Co KG (the  
"Assignee"), as assignee (the "Assignment")

4 Amount secured

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

Amount secured

4  
10

Any and all moneys and financial liabilities which are (or which are  
expressed to be) now or at any time hereafter due, owing or payable  
by the Company to the Assignee in any currency, actually or  
contingently, with another or others, as principal or surety, on any  
account whatsoever under or in relation to any Transaction Document  
or any Other Transaction Document, including as a consequence of  
any breach, non-performance, disclaimer or repudiation by the  
Company (or by a liquidator, receiver, administrative receiver,  
administrator or any similar officer in respect of the Company) of any  
of the Company's obligations under or in relation to any Transaction  
Document and/or any Other Transaction Document, and any and all  
obligations which are (or which are expressed to be) now or at any  
time hereafter to be performed by the Company in favour of the  
Assignee under or in relation to any Transaction Document and/or  
any Other Transaction Document (the "Secured Obligations")

Continuation page

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

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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

Name HEH Aviation "Southampton" Beteiligungsgesellschaft mbH & Co KG

Address c/o HEH Aviation Management GmbH, Große Elbstraße 14,  
Hamburg, Germany

Postcode 2 2 7 6 7

Name

Address

Postcode

**Continuation page**

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

-

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

See Continuation Pages

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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)</p> <p>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)</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Vedder Price LLP</i> X</p>	
	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 **Natalie Chung**

Company name **Vedder Price LLP**

Address  
**4 Coleman Street**

Post town **London**

County/Region

Postcode **E C 2 R 5 A R**

Country

DX

Telephone **020 3667 2900**



**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>1 Definitions</p> <p>"Acceptance Certificate" means a certificate substantially in the form set out in part 2 of schedule 1 to the Lease Agreement</p> <p>"Account Charge 1" means the account charge in respect of the Charged Deposit Account entered into on 27 November 2012 between the Assignee and the Company</p> <p>"Account Charge 2" means the account charge in respect of the Charged Maintenance Reserves Account entered into on 27 November 2012 between the Assignee and the Company</p> <p>"Acknowledgements of Assignment" means, together, the acknowledgements of assignment in respect of the Finance Documents executed by (a) the Company and (b) the Guarantor, in each case on 27 November 2012 by the Company and the Guarantor respectively in favour of the Assignee and the Security Trustee</p> <p>"Aircraft" means the Embraer 170-200 STD aircraft bearing manufacturer's serial number 17000355</p> <p>"Aircraft Purchase Agreement Assignment" means the assignment of the Manufacturer Purchase Agreement (to the extent relating to the Aircraft) between the Assignee and the Company and dated 27 November 2012</p> <p>"Charged Deposit Account" means the interest bearing deposit account in the name of the Company held with Barclays Bank PLC and with account number 76871155 and sort code 20-30-47 which is subject to Account Charge 1</p> <p>"Charged Maintenance Reserves Account" means the interest bearing maintenance reserves account in the name of the Company held with Barclays Bank PLC and with account number 54689355 and sort code 20-30-47 which is subject to Account Charge 2</p> <p>"Collateral" means (a) the Relevant Insurance Property and (b) the Relevant Requisition Proceeds Property</p> <p>"Compulsory Acquisition" means the requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Aircraft by any Governmental Authority or other competent authority, whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title</p> <p>"Delivery" means delivery of the Aircraft to the Company under the Lease Agreement</p> <p>"Delivery Date" means 27 November 2012</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Engine" means, whether or not for the time being installed on the Aircraft</p> <p>(a) each engine of the manufacture and model specified in schedule 1 to the Lease Agreement, such engines being described as to serial numbers on the Acceptance Certificate to be executed by the Company upon Delivery, or</p> <p>(b) a Replacement Engine, and in each case includes all modules and Parts from time to time belonging to or installed in that engine but excludes any properly replaced engine title which has passed to the Company pursuant to the Lease Agreement</p> <p>"Engine LLP Agreement" means the agreement dated 27 November 2012 entered into between the Company, the Assignee and the Engine Maintenance Provider</p> <p>Engine Maintenance Provider means GE Engine Services, LLC (as successor in title to GE Engine Services, Inc)</p> <p>"Engine Manufacturer" means General Electric Company</p> <p>"Engine Warranties Assignment" means the assignment agreement relating to the warranties for the Engines dated 27 November 2012 entered into between the Company and the Assignee (and the consent and agreement relating thereto executed by the Engine Manufacturer)</p> <p>"Event of Default" means any event specified in clause 14 (Events of Default) of the Lease Agreement</p> <p>"Facility Agent" means Norddeutsche Landesbank Girozentrale, a public law banking institution organised and existing under the laws of Germany or such other person as both the Assignee and the Security Trustee may from time to time designate in writing to the Company and as permitted in accordance with the Loan Agreement</p> <p>"Finance Documents" means the Loan Agreement and any present or future document relating to the financing of the Aircraft (including, without limitation, any security entered into or to be entered into in connection with the Loan Agreement or the leasing arrangements whether or not these constitute financing)</p> <p>"Governmental Authority" means (a) any national government, political sub-division thereof, or local jurisdiction therein whether de facto or de jure and/or (b) any board, commission, department, division, organ, instrumentality, court or agency thereof, howsoever constituted and/or (c) any association, organisation or institution of which any entity mentioned in (a) or (b) above is a member or who is controlled directly or indirectly thereby (and for these purposes "control" shall mean the power to direct its management and its policies whether through the ownership of voting capital, by contract or otherwise)</p>	

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## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Guarantor" means Flybe Group plc</p> <p>"Insurances" means any and all insurances (other than liability insurances) from time to time maintained or required to be maintained in relation to the Aircraft or any part thereof by the terms of the Lease Agreement, including without limitation all the benefits of, and all claims under, and the right to make all claims under, all such insurances</p> <p>"Lease Agreement" means the lease agreement relating to the Aircraft dated 27 November 2012 and entered into between the Assignee, as lessor, and the Company, as lessee</p> <p>"Lien" means any encumbrance or security interest whatsoever, howsoever created or arising including (without prejudice to the generality of the foregoing) any assignment, charge, hypothecation, lien, mortgage, pledge or right in rem (whether statutory or otherwise), any bailment (including leasehold), purchase or ownership right or interest, any right of detention, title retention or set-off (other than a right of set-off arising by operation of law) or any agreement or arrangement having a similar effect to any of the foregoing</p> <p>"Loan Agreement" means the loan agreement relating to the partial financing of the Assignee's acquisition of the Aircraft to be entered into on 27 November 2012 between, amongst others, the Assignee, as borrower, the Facility Agent and the Security Trustee</p> <p>"Manufacturer" means Embraer S A , a Brazilian corporation having an office located at Av Brigadeiro Faria Lima, 2170, São José dos Campos, SP, Brazil</p> <p>"Manufacturer Purchase Agreement" means purchase agreement no COM0139-10 dated 19 July 2010 between the Company and the Manufacturer (as amended from time to time, a copy of such amendments relating to the Aircraft that are executed between 27 November 2012 and the Delivery Date shall be provided by the Company for prior approval by the Assignee, such approval not to be unreasonably withheld or delayed) in relation to, inter alia, the Aircraft</p> <p>"Other Aircraft" means the Embraer 175 STD aircraft as may be designated from time to time in writing by the Company and the Assignee</p> <p>"Other HEH Leases" means any other lease agreement between the Assignee or any Other Lessor as lessor and the Company as lessee</p> <p>"Other Lessor" means other German KGs acting as lessor to the Company and organised by HEH Hamburger EmissionsHaus GmbH &amp; Cie KG in relation to the Other Aircraft</p> <p>"Other Transaction Documents" has the meaning ascribed to the term "Transaction Documents" in the Other HEH Leases</p> <p>"Parent Guarantee" means the guarantee entered into by Guarantor and the Assignee in the form set out in schedule 8 to the Lease Agreement</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Part" means, whether or not for the time being installed on the Aircraft</p> <p>(a) any and all components, furnishings, equipment, accessories, instruments, navigational and communications equipment, modules and other items (other than a complete Engine) furnished with the Aircraft on the Delivery Date, and</p> <p>(b) any Replacement Part or other part which has replaced a Part in accordance with the Lease Agreement (other than a complete Engine) and title to which has passed to the Assignee pursuant to the Lease Agreement</p> <p>"Receiver" means, and includes, any administrative receiver and any other receiver and/or manager of the whole or any part of the undertaking and/or assets of the Company appointed by the Assignee hereunder or under any statutory power (and whether acting as agent for the Company or otherwise)</p> <p>"Relevant Insurance Property" means all of the right, title and interest (present and future, actual and contingent) of the Company in and to the Insurances</p> <p>"Relevant Requisition Proceeds Property" means all of the right, title and interest (present and future, actual and contingent) of the Company in and to the Requisition Proceeds</p> <p>"Replacement Engine" means an engine complying with clause 7 13(a) (Installation of Engines and Parts) of the Lease Agreement</p> <p>"Replacement Part" means a part complying with clause 7 13(a) (Installation of Engines and Parts) of the Lease Agreement</p> <p>"Requisition Proceeds" means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Aircraft</p> <p>"Security Trustee" means Norddeutsche Landesbank Girozentrale, a public law banking institution organised and existing under the laws of Germany or such other person as both the Assignee and the Facility Agent may from time to time designate in writing to the Company and as permitted in accordance with the Loan Agreement</p> <p>"Transaction Documents" means the Lease Agreement, the Parent Guarantee, the Aircraft Purchase Agreement Assignment, the Assignment, the Acknowledgements of Assignment, the Engine LLP Agreement, the Engine Warranties Assignment, the Account Charge 1 and the Account Charge 2 and any schedules or documents executed pursuant to any of the foregoing, any notices or certificates from time to time issued by the Company 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 Company</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="331 371 1018 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 439 1007 468">2 Short particulars of all the property mortgaged or charged</p> <p data-bbox="331 506 580 535">2 1 Property assigned</p> <p data-bbox="331 573 1455 669">As security for the payment, performance and discharge of the Secured Obligations, the Company has assigned absolutely and agreed to assign absolutely, with full title guarantee and by way of first priority security, the Collateral in favour of the Assignee</p> <p data-bbox="331 707 569 736">2 2 Property charged</p> <p data-bbox="331 775 1461 902">To the extent that the Collateral is not capable of assignment pursuant to clause 3 1 of the Assignment (and notwithstanding the provisions of clause 3 1 of the Assignment), as security for the payment, performance and discharge of the Secured Obligations, the Company has charged, with full title guarantee and by way of first fixed charge, the Collateral in favour of the Assignee</p> <p data-bbox="331 940 668 969">3 The Company's Covenants</p> <p data-bbox="331 1008 1455 1070">Pursuant to clause 5 of the Assignment, the Company has covenanted with the Assignee that (save as provided or permitted under the Transaction Documents)</p> <p data-bbox="331 1108 1342 1171">(a) it will not do anything which may in any way jeopardise or otherwise prejudice the Lien constituted thereby or the rights of the Assignee thereunder,</p> <p data-bbox="331 1209 1425 1370">(b) it will not, except with the prior written consent of the Assignee, agree to any variation of the Collateral or release any party from its, or waive any breach of any party's obligations under or in relation to the Collateral or consent to any act or omission which would otherwise constitute a breach of any party's obligations under any of the Transaction Documents in relation to the Collateral,</p> <p data-bbox="331 1408 1406 1505">(c) it will not, without the prior written consent of the Assignee, assign, charge, sell or otherwise dispose of the Collateral or create or incur any Lien in or upon the Collateral, save for the Liens constituted by the Assignment, and</p> <p data-bbox="331 1543 1461 1606">(d) it will not exercise any right of set-off, counterclaim or defence against the Assignee with respect to the Collateral</p> <p data-bbox="331 1644 635 1673">4 Appointment of Attorney</p> <p data-bbox="331 1711 1452 2009">4 1 Pursuant to clause 13 1 of the Assignment, the Company has by way of security irrevocably appointed the Assignee to be its true and lawful attorney (with full power of substitution and delegation) for the Company and in its name or otherwise and on its behalf and as its act and deed to sign, seal, execute, deliver and do all such assurances, acts and things which the Assignee may deem to be necessary or advisable in order to give full effect to the purposes of the Assignment including, without limitation, to ask, require, demand, receive, compound and give acquittance for any and all moneys and claims for any and all moneys due under or arising out of the Collateral (to the extent assigned and/or charged thereunder), to endorse any cheque, draft or other document, instrument or order in connection therewith and to make any claim or to take any action or</p>

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Short particulars	<p data-bbox="331 369 1021 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 436 1465 734">to institute any suit, legal action or other proceeding which the Assignee may consider to be necessary or advisable in connection with the Collateral (to the extent assigned and/or charged thereunder), and generally in the Company's name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to the Assignment or applicable law on the Assignee and, without prejudice to the generality of the foregoing, to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument, act or thing which the Assignee may deem appropriate for the purpose of exercising any of such powers, authorities and discretions, provided that the authority conferred in clause 13 1 of the Assignment shall only be exercisable for so long as an Event of Default has occurred and is continuing</p> <p data-bbox="331 772 1465 835">4 2 The power conferred by clause 13 1 of the Assignment will be a general power of attorney under the Powers of Attorney Act 1971</p> <p data-bbox="331 873 1465 1003">4 3 The Company has unconditionally and irrevocably ratified and confirmed and agreed to ratify and confirm whatever any such attorney appointed pursuant to clause 13 1 of the Assignment will do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions conferred pursuant to clause 13 1 of the Assignment</p> <p data-bbox="331 1041 885 1070">5 Further Assurances and Protection of Security</p> <p data-bbox="331 1108 1465 1305">5 1 The Company has agreed that it will from time to time sign, seal, execute, acknowledge, deliver, file and register any additional documents, instruments, agreements, certificates, notices, consents and assurances and do such other acts and things reasonably necessary and as the Assignee may reasonably request from time to time to perfect the security granted by the Assignment or to establish, maintain, protect or preserve the rights of the Assignee under the Assignment and the Lien and security intended to be constituted by the Assignment</p> <p data-bbox="331 1344 1465 1507">5 2 The Assignee will, without prejudice to its other rights and powers under the Assignment, be entitled (but shall be under no obligation) at any time in consultation with the Company and as often as may be necessary after notice to the Company, to take any such action as it in its reasonable discretion thinks fit for the purpose of protecting the Lien and security constituted by the Assignment</p>	



## **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. 300**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 27  
NOVEMBER 2012 AND CREATED BY FLYBE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO HEH AVIATION 'SOUTHAMPTON'  
BETEILIGUNGSGESELLSCHAFT MBH & CO. KG 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 18 DECEMBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 DECEMBER  
2012



**Companies House**



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