



**Registration of a Charge**

Company name: **FLYBE LIMITED**

Company number: **02769768**

Received for Electronic Filing: **03/03/2014**



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**Details of Charge**

Date of creation: **03/03/2014**

Charge code: **0276 9768 0310**

Persons entitled: **HEH AVIATION "DUBLIN" BETEILIGUNGSGESELLSCHAFT MBH & CO.  
KG  
NORDDEUTSCHE LANDESBANK GIROZENTRALE**

Brief description: **EMBRAER 170-200 STD AIRCRAFT BEARING MANUFACTURER'S SERIAL  
NUMBER 17000358**

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**





## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2769768

Charge code: 0276 9768 0310

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2014 and created by FLYBE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2014 .

Given at Companies House, Cardiff on 4th March 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Execution

LN69897/NAP/EEME

Dated 3 march 2014

FLYBE LIMITED (1)  
as Assignor

AND

HEH AVIATION "DUBLIN"  
BETEILIGUNGSGESELLSCHAFT mbH & Co. KG (2)  
as Assignee

Assignment of Security Deposit Account  
in the name of Flybe Limited  
at National Westminster Bank plc with IBAN  
number [REDACTED]

^NORTON ROSE

I certify that, save for material  
redacted pursuant to s.859G  
of the Companies Act 2006,  
this copy instrument is a correct copy  
of the original instrument.

Norton Rose Fulbright LLP  
#195459330\_3.doc

Signed & Dated 3 march 2014

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This ASSIGNMENT is dated 3 march 2014 and made BETWEEN:

- (1) FLYBE LIMITED, a company incorporated under the laws of England and Wales with registered number 2769768 having its registered office at Jack Walker House, Exeter International Airport, Exeter, Devon EX5 2HL (the "Assignor"); and
- (2) HEH AVIATION "DUBLIN" BETEILIGUNGSGESELLSCHAFT mbH & Co. KG, a limited partnership was organised under the laws of the Federal Republic of Germany whose principal office is at Grosse Elbstrasse 14, 22767, Hamburg, Germany (the "Assignee").

#### Recitals

- (A) By the Aircraft Operating Lease Agreement (the "Lease") dated 13 December 2013 made between the Assignee as lessor and the Assignor as lessee, the Assignee agreed to lease and the Assignor agreed to take on lease one Embraer 170-200 STD aircraft bearing manufacturer's serial number 17000358 (the "Aircraft").
- (B) It is a term of the Lease that the Assignor enters into this Assignment.

It is agreed:

### 1 Definitions and interpretation

- 1.1 In this Assignment, capitalised terms not otherwise defined herein shall have the same meaning as in the Lease except that the following words and expressions shall have the respective meanings ascribed to them:

"Account Bank" means National Westminster Bank plc;

"Deposit" means the aggregate of:

- (a) the amount deposited or to be deposited by the Assignor with the Account Bank in the Security Deposit Account on or before the Delivery Date in respect of the Aircraft in accordance with clause 5.4 of the Lease; and
- (b) all and any other moneys which from time to time may be standing to the credit of the Security Deposit Account and together with all interest accrued and accruing from time to time on any of those amounts (to the extent that such interest shall not have been withdrawn from the Security Deposit Account in accordance with clause 7) and all other rights and claims of the Assignor in relation to such amounts and the Security Deposit Account;

"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 Assignor appointed by the Assignee hereunder or under any statutory power (and whether acting as agent for the Assignor or otherwise);

"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, in the case of the Aircraft Purchase Agreement Assignment the rights and interest of the Assignor in and to the Purchase Agreement as they relate to the Aircraft and as assigned by the Assignor to the Assignee pursuant to section 2.1(a) thereof) 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; and

"Security Deposit Account" means an interest-bearing dollar account opened or to be opened by, and in the name of, the Assignor with the Account Bank with IBAN number [REDACTED]

[REDACTED] and account reference number [REDACTED] and includes any redesignation or renumbering from time to time and any sub-accounts thereof).

1.2 In this Assignment (unless otherwise provided):

- (a) references to clauses and Schedules are to be construed as references to the clauses of, and the Schedules to, this Assignment as amended or varied from time to time and references to sub-clauses shall unless otherwise specifically stated be construed as references to the sub-clauses of the clause in which the reference appears;
- (b) references to the Lease or to any other documents or agreements are to be construed as references to the Lease or such other documents or agreements as are in force for the time being and as amended, varied, novated or supplemented from time to time;
- (c) words importing the singular shall include the plural and vice versa;
- (d) references to a person shall be construed so as to include that person's assigns or transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency thereof;
- (e) references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- (f) references to liability or liabilities are to be construed to include all liabilities and obligations whether actual, contingent, present or future and whether incurred solely or jointly or as principal or surety;
- (g) the words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible; and
- (h) the words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

## 2 Covenant to pay

The Assignor covenants with the Assignee that on demand it will pay and discharge each of the Secured Obligations when due to the Assignee.

## 3 The Security Deposit Account

The Assignor agrees to open and maintain the Security Deposit Account.

## 4 Assignment

- 4.1 The Assignor hereby assigns with full title guarantee to the Assignee as a continuing security for the payment and performance of the Secured Obligations, the Deposit and all the right, title, benefit and interest of the Assignor whatsoever present and future in the Deposit, together with any certificates of deposit, deposit receipts or other instruments or securities relating thereto (the "Assigned Property").

4.2 If:

- (a) the Secured Obligations shall have been unconditionally and irrevocably paid and discharged in full;

- (b) no Event of Default or Specified Default has occurred and is continuing;
- (c) no termination of the leasing of the Aircraft or any Other Aircraft has occurred under the Lease or any of the Other HEH Leases in circumstances where the Assignor has not paid all sums due and payable under any of the Transaction Documents and/or any of the Other Transaction Documents (as applicable); and
- (d) the Assignor has not failed to redeliver the Aircraft or any Other Aircraft under the Lease or any of the Other HEH Leases or in accordance with the terms thereof (other than in the case of a Total Loss),

then the Assignee shall release to the Assignor the Deposit from the Security Deposit Account and at the request and cost of the Assignor, reassign to the Assignor or to its order all of the rights, title and interest, if any, as the Assignee may then have in and to the Deposit (to the extent not previously reassigned), together with any certificates of deposit, deposit receipts or other instruments or securities relating thereto.

- 4.3 The Assignor undertakes to give notice of this Assignment on even date herewith to the Account Bank in the form of Schedule 1 and to procure that the Account Bank forthwith acknowledges such notice on even date herewith to the Assignee and the Security Trustee in the form of Schedule 2 or such other form as the Assignee may require.

## 5 Covenants by the Assignor

The Assignor hereby covenants with the Assignee that until the Secured Obligations have been paid or discharged in full, the Assignor shall:

- (a) (subject to clause 7 of this Assignment) not withdraw the Deposit or any part thereof or sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights to arise or subsist over or against the same or any part thereof or attempt or agree so to do;
- (b) forthwith inform the Assignee of any claim or notice relating to the Deposit received from any other party and of all other matters relevant thereto; and
- (c) do all such things and execute all such assignments, authorities and documents as the Assignee shall from time to time require for perfecting the title of the Assignee to or for vesting or enabling the Assignor to vest the full benefit of the Deposit in the Assignee or its nominee, such assignments, authorities or documents to be prepared by or on behalf of the Assignee at the cost of the Assignor in such form as the Assignee may require.

## 6 Representations and warranties by the Assignor

The Assignor represents and warrants to the Assignee and undertakes that:

- (a) the Assignor is the legal and beneficial owner of the Deposit and that the same is free from any set off, lien, charge or encumbrance (other than the charge hereby created);
- (b) it has and will at all times have the necessary power to enter into and perform its obligations under this Assignment;
- (c) this Assignment constitutes its legal, valid and binding obligations enforceable in accordance with its terms except that the enforceability hereof may be:
  - (i) limited by applicable bankruptcy, reorganisation, insolvency, moratorium or other similar laws affecting the enforceability of creditors' rights generally; and
  - (ii) subject to the application of equitable principles and the availability of equitable remedies;



- (d) this Assignment does not and will not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Assignor is a party or by which is bound; and
- (e) all necessary authorisations and consents to enable or entitle it to enter into this Assignment have been obtained and will remain in full force and effect at all times during the subsistence of the security constituted by this Assignment.

## **7 Interest**

The Assignor shall only be entitled to withdraw interest which has accrued in the Security Deposit Account and the Assignee shall give notice to the Account Bank permitting such withdrawal to be made at the end of each successive period of six months from the date of this Assignment PROVIDED THAT:

- (a) no Event of Default or Specified Default has occurred and is continuing during the Lease Period;
- (b) no termination of the leasing of the Aircraft has occurred under the Lease in circumstances where the Assignor has not paid all sums due and payable under any of the Transaction Documents;
- (c) the Assignor shall not have failed to redeliver the Aircraft under the Lease in accordance with the terms thereof (other than in the case of a Total Loss); and
- (d) immediately following any such withdrawal there shall remain standing to the credit of the Security Deposit Account an aggregate amount of not less than the total amount paid in respect of the Aircraft in accordance with clause 5.4.1 of the Lease.

## **8 Powers of the Assignee**

8.1 Subject to clause 8.2, upon the occurrence of:

- (a) an Event of Default under the Lease which is continuing; or
- (b) any termination of the leasing of the Aircraft under the Lease in circumstances where the Assignor has not paid all sums due and payable under any of the Transaction Documents and/or where the Aircraft has not (other than in the case of a Total Loss) been redelivered in accordance with the terms of the Lease;

the Assignee may without further notice or demand:

- (i) appoint, by deed or by a document under the hand of any of its officers, attorneys or substitute attorneys, a person from time to time to act as Receiver in respect of the Deposit and/or the Security Deposit Account subject to the provisions of clause 9 and to remove a person so appointed and appoint another in his place; and
- (ii) exercise in respect of the Deposit and/or the Security Deposit Account any and all rights of the Assignor and any and all rights, powers and remedies (a) available to the Assignee pursuant to applicable law; (b) conferred on mortgagees by the Law of Property Act 1925 as hereby varied or extended; and (c) which the Assignor would have in respect thereof if the same were unencumbered, with full power to call in all or any part of the Deposit and/or the Security Deposit Account and any interest thereon at such times and in such manner and generally on such terms and conditions as the Assignee may think fit, with power to give receipts and do all acts and things necessary or desirable in connection with the exercise of such rights, powers and remedies. The Assignee may apply all or any part of the Deposit in or towards satisfaction of the Secured Obligations and in such manner

and order of priority as the Assignee in its absolute discretion may, from time to time, conclusively determine. Neither section 93 nor section 103 of the Law of Property Act 1925 shall apply to this Assignment.

- 8.2 Subject to the terms of this Assignment, the Assignee may exercise any and all of its rights, powers and remedies under and in relation to this Assignment at such times, in such a manner and upon such terms and conditions as it may, in its sole and absolute discretion, determine and shall not in any circumstances be responsible for any loss occasioned thereby (unless caused by the Assignee's gross negligence or wilful misconduct).
- 8.3 The Assignee will not be obliged to exercise any right, power or remedy conferred upon it by or under this Assignment or applicable law or to make any enquiry as to the nature or sufficiency of any payment received by the Assignee or to make any claim or to take any other action with respect to the Deposit and/or the Security Deposit Account. No action taken or omitted to be taken by the Assignee in accordance with the terms of this Assignment or as permitted by applicable law shall give rise to any defence, counterclaim, right of set-off or other right in favour of the Assignor or affect in any manner whatsoever any of the Secured Obligations.
- 8.4 For the purposes of this Assignment, an Event of Default shall, in addition to the matters referred to in the definition of "Event of Default" contained in clause 14 of the Lease, include:
- (a) any breach by the Assignor of its obligations under clause 5(a); and
  - (b) any application by any person for a garnishee order nisi over or the levying of other execution or distress (howsoever referred to in any jurisdiction) against the Security Deposit Account or the Deposit or any attempt by the Assignor or any third party to seize or forfeit any of the same.
- 8.5 The Assignor by way of security hereby irrevocably appoints the Assignee and any Receiver (and each and every person to whom the Assignee shall from time to time have delegated the exercise of this power) severally to be its attorney in its name and on its behalf to execute and complete all such acts, deeds, instruments, documents and things relating to the Deposit (including all the matters referred to in clause 5(c)) provided always that such power shall not be exercisable by or on behalf of the Assignee until the Security Interest constituted by this Assignment shall have become enforceable.

## **9 Receiver**

- 9.1 The appointment of a Receiver pursuant to clause 8.1 shall be deemed to be subject to the following provisions:
- 9.1.1 the Receiver shall be the agent of the Assignor, and the Assignor alone shall be responsible for his acts, defaults and remuneration;
- 9.1.2 neither the Assignee nor any Receiver shall be liable to account as an assignee of the Assigned Property and neither the Assignee nor any Receiver shall be liable for any loss arising from or in connection with the realisation of the Assigned Property or otherwise for any act, neglect, default or omission for which an assignee might be liable as such;
- 9.1.3 any Receiver shall have and be entitled to exercise all such powers as would be conferred on him had he been duly appointed under the Law of Property Act 1925 and shall in any event have and be entitled to exercise all the rights, powers and remedies conferred upon the Assignee by this Assignment and by applicable law with respect to the Assigned Property; and
- 9.1.4 such appointment may be made either before or after the Assignee shall have exercised any of its rights pursuant to this Assignment.
- 9.2 Sections 103, 109(6) and 109(8) of the Law of Property Act 1925 shall not apply in relation to any Receiver appointed pursuant to clause 8.1.

## **10 Liability as mortgagee in possession**

Neither the Assignee nor any Receiver shall be liable, by reason of entering into possession of the Deposit and/or the Security Deposit Account, to account as a mortgagee in possession of the Deposit and/or the Security Deposit Account and neither the Assignee nor any Receiver shall be liable for any loss arising from or in connection with the realisation of the Deposit and/or the Security Deposit Account or otherwise for any act, neglect, default or omission for which a mortgagee in possession might be liable as such.

## **11 Protection for the Assignee**

The Assignee shall not be responsible for any loss whatsoever occasioned by the timing of the exercise of its powers under this Assignment including, without limitation to the foregoing, in relation to the renewal of the Deposit, fixing of interest periods, purchase of currencies or otherwise.

## **12 Continuing security, new accounts, non-merger**

- 12.1 The security constituted by this Assignment shall be continuing and, subject to clauses 4.1 and 4.2, shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever and shall be binding until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.
- 12.2 If the Assignee receives notice (whether actual or otherwise) of any subsequent mortgage or charge affecting all or any part of the Deposit the Assignee may open a new account or accounts with the Assignor and, if it does not open a new account, it shall nevertheless be treated as if it had done so at the time when the Assignee received or was deemed to have received notice and as from that time all payments made by the Assignor to the Assignee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Assignment at the time when the Assignee received or was deemed to have received such notice.
- 12.3 This Assignment is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to the Assignee.

## **13 Costs**

The Assignor shall on demand and on a full indemnity basis pay to the Assignee the amount of all costs and expenses and other liabilities (including legal and out-of-pocket expenses and any value added tax on such costs and expenses) which the Assignee incurs in connection with:

- (a) any actual or proposed amendment or waiver or consent under or in connection with this Assignment requested by the Assignor (save, without limitation to the foregoing, in respect of any permission to withdraw interest granted by the Assignee in accordance with clause 7);
- (b) any discharge or release of this Assignment; or
- (c) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Assignment,

together with interest thereon at the Default Rate from the date of demand (or if earlier the date of payment by the Assignee) until the date of payment by the Assignor whether before or after judgment.

## **14 Assignment of benefit**

The Assignee may assign or otherwise transfer the whole or any part of the benefit of this Assignment to any person to whom all or any part of its rights, benefits and obligations under the Lease are assigned or transferred in accordance with the provisions of the Lease and such person shall thereupon be entitled to enforce and proceed upon this Assignment in the same manner as if named herein. The Assignee shall be entitled to disclose any information concerning the Assignor to any such assignee or other successor or any participant or proposed assignee, successor or participant on the same terms mutatis mutandis as set out in clause 17.8 of the Lease.

## **15 Notices**

- 15.1 Any notice or other communication under or in connection with this Assignment will, unless otherwise stated, be given in writing by letter or facsimile to the address and facsimile number set out below or to such other address or facsimile number as the recipient may have notified to the sender in writing. Any such notice shall be deemed effectively to be given as follows:

- (a) if by letter, on the fourth Business Day after posting; and
- (b) if by facsimile upon receipt by the sender of a transmission report confirming despatch to the correct number.

The address and facsimile numbers of the Assignee and the Assignor are as follows:

### **Assignee:**

Address: c/o HEH Aviation Management GmbH  
Grosse Elbstrasse 14  
22767 Hamburg

Attention: Managing Partner  
Facsimile: +49 40 300 846 246  
Telephone: +49 40 300 846 100

### **Assignor:**

Address: Jack Walker House  
Exeter International Airport  
Exeter  
Devon EX5 2HL

Attention: Company Secretary  
Facsimile: +44(0)1392 266 772  
Telephone: +44(0)1392 266 721

## **16 Miscellaneous**

- 16.1 All sums payable by the Assignor under this Assignment shall be paid without any set-off, counterclaim, withholding or deduction whatsoever unless required by law in which event the Assignor will simultaneously with making the relevant payment under this Assignment pay to the Assignee such additional amount as will result in the receipt by the Assignee of the full amount which would otherwise have been receivable and will supply the Assignee promptly with evidence satisfactory to the Assignee that the Assignor has accounted to the relevant authority for the sum withheld or deducted.
- 16.2 No delay or omission on the part of the Assignee in exercising any right or remedy under this Assignment shall impair that right or remedy or operate as or be taken to be a waiver of it nor

shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Assignment of that or any other right or remedy.

- 16.3 The rights of the Assignee under this Assignment are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Assignee deems expedient.
- 16.4 Any waiver by the Assignee of any terms of this Assignment or any consent or approval given by it under this Assignment shall be effective only if given in writing and then only for the purpose and upon the terms and conditions (if any) on which it is given.
- 16.5 If at any time any one or more of the provisions of this Assignment is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Assignment nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 16.6 Any statement, certificate or determination of the Assignee as to the Secured Obligations shall in the absence of manifest error be conclusive and binding on the Assignor.
- 16.7 No term of this Assignment is enforceable under the Contracts (Right of Third Parties) Act 1999 by a person who is not a party to this Assignment provided that a Receiver appointed pursuant to clause 8.1 may enforce and enjoy the benefit of the terms of clause 9 subject to and in accordance with the provisions thereof (provided that the consent of a Receiver shall not be required in relation to any amendment to this Assignment).

## **17 Law and jurisdiction**

- 17.1 This Assignment and any non-contractual obligations connected with it are governed by and shall be construed in accordance with English law.
- 17.2 The Assignor irrevocably agrees for the exclusive benefit of the Assignee that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with this Assignment and for such purposes irrevocably submits to the jurisdiction of such courts.
- 17.3 Nothing in clause 17.2 limits the right of the Assignee to bring proceedings against the Assignor in connection with this Assignment:
- (a) in any other court of competent jurisdiction; or
  - (b) concurrently in more than one jurisdiction.

**IN WITNESS** whereof the Assignor has executed this Assignment as a deed with the intention that it be delivered on the day and year first before written.

## Schedule 1

### Notice of Assignment to the Account Bank

To: National Westminster Bank plc  
Corporate and Institutional Banking, Bristol  
3rd Floor, 3 Temple Back East,  
Bristol,  
BS1 6DZ  
Attn: Joseph Cottee

\_\_\_\_\_ 2014

Dear Sirs,

**HEH AVIATION "DUBLIN" BETEILIGUNGSGESELLSCHAFT mbH & Co. KG (the "Assignee")**

We refer to Flybe Limited's interest-bearing dollar account with you with IBAN number [REDACTED] and account reference number [REDACTED] (the "Security Deposit Account").

We give you notice that:

- 1 by an assignment dated on or about the date hereof (the "**First Assignment**") made between Flybe Limited ("**Flybe**") and the Assignee, Flybe have assigned by way of security to the Assignee with full title guarantee to the fullest extent possible by law all Flybe's rights, title and interest, present and future, actual and contingent, in and to:
  - (a) the Security Deposit Account and all Flybe's right, title, benefit and interest whatsoever present and future therein;
  - (b) all and any moneys which from time to time may be standing to the credit of the Security Deposit Account and together with all interest accrued and accruing from time to time on any of those amounts (to the extent that such interest shall not have been withdrawn from the Security Deposit Account) and all other rights and claims of Flybe in relation to such amounts and the Security Deposit Account (the "**Assigned Moneys**"); and
  - (c) any certificates of deposit, deposit receipts or other instruments or securities relating thereto ((a) to (c) together being the "**Assigned Property**"); and
- 2 by an assignment dated 13 December 2013 (the "**Second Assignment**") made between the Assignee and Norddeutsche Landesbank Girozentrale (in its capacity as security agent and trustee for and on behalf of certain persons, the "**Security Trustee**") the Assignee has assigned by way of security to the Security Trustee all of the Assignee's rights, title and interest, present and future actual and contingent in and to the Assigned Property, as assigned to it by Flybe under the First Assignment.

Flybe irrevocably instructs and authorises you from time to time and at any time without reference to or further authority from Flybe and without any enquiry by you as to the justification for any such matter:

- (a) to disclose to the Assignee and/or the Security Trustee, as the case may be, such information relating to the Security Deposit Account as the Assignee and/or the Security Trustee, as the case may be, may request you to disclose to it, whether or not the Security Trustee has delivered to you a notice to the effect that an Event of Default under the Second Assignment has occurred and is continuing (the "**Security Trustee Notice**");
- (b) to hold all Assigned Moneys and all certificates of deposit, deposit receipts or other instruments or securities relating to the Assigned Moneys and the Security Deposit Account to the order of: (i) (prior to the delivery to you by the Security Trustee of the Security Trustee Notice) the Assignee

or (ii) (following the delivery to you by the Security Trustee of the Security Trustee Notice) the Security Trustee and to forward the same to the Assignee or the Security Trustee, as the case may be, as it may direct;

- (c) to pay or release all or any part of the Assigned Moneys in accordance with the written instructions of the Assignee or (following the delivery to you by the Security Trustee of the Security Trustee Notice) the Security Trustee;
- (d) to comply with the terms of any written notice or instructions in any way relating to or purporting to relate to the Assigned Moneys or the debt represented thereby which you may receive from: (i) (prior to the delivery to you by the Security Trustee of the Security Trustee Notice) the Assignee or (ii) (following the delivery to you by the Security Trustee of the Security Trustee Notice) the Security Trustee; and
- (e) that the Assigned Moneys may only be withdrawn from the Security Deposit Account with the prior written consent of: (i) (prior to the delivery to you by the Security Trustee of the Security Trustee Notice) the Assignee or (ii) or (following the delivery to you by the Security Trustee of the Security Trustee Notice) the Security Trustee to yourselves.

\*The instructions and authorities contained herein cannot be revoked or varied by us without the prior written consent of: (i) (prior to the delivery to you by the Security Trustee of the Security Trustee Notice) the Assignee and the Security Trustee or (ii) (following the delivery to you by the Security Trustee of the Security Trustee Notice) the Security Trustee.

We hereby confirm that you are entitled to assume that any notice, instruction or other communication on identified letterhead comes from, and has been duly authorised and executed by, the Assignee or the Security Trustee (as the case may be).

Flybe hereby agrees to indemnify you on demand and against any and all costs, losses and expenses suffered or incurred by you as a result of complying with the undertakings contained in this notice or the acknowledgement with which you are hereby instructed to comply, together with all other instructions which you may receive from the Assignee and/or the Security Trustee from time to time in relation to such undertakings.

This letter and any non-contractual obligations connected with it shall be governed by and construed in accordance with English law.

Yours faithfully,

.....  
Signed by  
for and on behalf of  
**Flybe Limited**

.....  
Signed by  
for and on behalf of  
**Norddeutsche Landesbank Girozentrale**

.....  
Signed by  
for and on behalf of  
**Norddeutsche Landesbank Girozentrale**

.....  
Signed by  
for and on behalf of  
**HEH Aviation "Dublin"**  
**Beteiligungsgesellschaft mbH Co. KG**



**Schedule 2**  
**Acknowledgement to the Assignee**

To: HEH Aviation "Dublin" Beteiligungsgesellschaft mbH & Co. KG (the "Assignee")  
Norddeutsche Landesbank Girozentrale (the "Security Trustee")

\_\_\_\_\_ 2014

Dear Sirs,

**Flybe Limited (the "Assignor")**

We acknowledge receipt of a Notice of Assignment dated on or about the date hereof (the "Notice") effecting:

- (1) an assignment in favour of the Assignee dated on or about the date hereof of all the Assignor's rights, title and interest in and to the interest bearing dollar account of the Assignor held with us IBAN number [REDACTED] and account reference number [REDACTED] (the "Security Deposit Account"), all and any moneys standing to the credit of the Security Deposit Account, including interest, and all other assigned property more particularly described in the Notice (the "Assigned Property") (the "First Assignment"); and
- (2) an assignment in favour of the Security Trustee dated 13 December 2013 of all the Assignee's rights, title and interest in and to the Assigned Property (assigned to it by the Assignor under the First Assignment) (the "Second Assignment").

In consideration of £1 and other good and valuable consideration (the receipt and adequacy whereof is hereby acknowledged) we agree and confirm that:

- (a) we consent to the First Assignment and Second Assignment referred to in the Notice;
- (b) we accept the instructions and authorisations contained in the Notice and we undertake to act in accordance and comply with the terms of the Notice;
- (c) we shall not permit the whole or any part of the Security Deposit Account to be withdrawn except on the written instructions or with the prior written consent of: (i) (prior to the delivery to us by the Security Trustee of the Security Trustee Notice) the Assignee; or (ii) (following the delivery to you by the Security Trustee of a notice to the effect that an Event of Default has occurred and is continuing) the Security Trustee;
- (d) save in respect of the First Assignment, the Second Assignment (and the Notice), our Corporate & Institutional Banking Bristol department has not received notice of any right or interest of any third party in the Security Deposit Account, the sums standing to the credit of the Security Deposit Account, the debt represented by the Security Deposit Account or any certificates of deposit, deposit receipts or other instruments or securities relating thereto;
- (e) we have not claimed or exercised any security, interest, set-off, counterclaim or other rights in respect of the Security Deposit Account, the sums standing to the credit of the Security Deposit Account or the debt represented by the Security Deposit Account and we agree that we will not claim or exercise any right of combination of accounts, set-off, counterclaim or lien over any monies standing to the credit of the Security Deposit Account;

Any notice to us must be sent by post or delivered to:

National Westminster Bank PLC  
Corporate and Institutional Banking, Bristol  
3rd Floor, 3 Temple Back East  
Bristol  
BS1 6DZ  
Attention: Joseph Cottee

- (f) we are aware that you are relying on this letter in connection with your rights under the First Assignment and Second Assignment, respectively. In signing this Acknowledgement we wish to make it clear that we accept no responsibility for the correctness of the operation of the Security Deposit Account and in no circumstances shall we be deemed to be a trustee of the Security Deposit Account;
- (g) we shall not be bound to enquire whether the right of any person (including but not limited to the Assignor to withdraw any monies from the Security Deposit Account has arisen or be concerned with (i) the propriety or regularity of the exercise of that right or (ii) notice to the contrary or (iii) to be responsible for the application of any monies received by such person, including, but not limited to the Assignee;
- (h) we shall have no liability for having acted on instructions from any person (including, but not limited to, the Assignee) which on their face appear to be genuine, and which comply with the latest bank mandate held by us or relevant electronic banking system procedures in case of an electronic instruction; and
- (i) <sup>\*</sup> we shall use reasonable endeavours to mitigate any costs, losses and expenses suffered or incurred by us as a result of complying with the undertakings contained in the Notice or this acknowledgement with which we hereby agree to comply, together with all other instructions which we may receive from the Assignee and/or the Security Trustee from time to time in relation to such undertakings.

This letter and any non-contractual obligations connected with it are governed by and construed in accordance with English law.

Yours faithfully,

.....  
Signed by  
for and on behalf of  
**National Westminster Bank plc**

Execution Page: Assignment of Security Deposit Account

(msn 17000358)

Executed as a deed  
by  
duly authorised  
for and on behalf of  
**FLYBE LIMITED**  
in the presence of:

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)  
)  
)



Signature of witness:



Name of witness:

Rob Flavell

Address:

Fleet Planning Analyst

**Flybe**  
Jack Walker House  
Exeter International Airport  
Exeter, Devon EX5 2HL

Executed as a deed  
by  
duly authorised  
for and on behalf of  
**HEH AVIATION "DUBLIN"**  
**BETEILIGUNGSGESELLSCHAFT**  
**mbH & CO. KG**  
in the presence of:

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Signature of witness: .....

Name of witness: .....

Address: .....

Execution Page: Assignment of Security Deposit Account

(msn 17000358)

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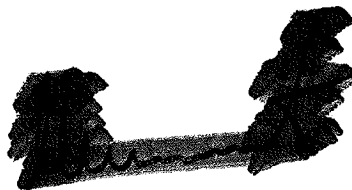
Signature of witness: .....

Name of witness: .....

Address: .....

Executed as a deed  
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**HEH AVIATION "DUBLIN"**  
**BETEILIGUNGSGESELLSCHAFT**  
**mbH & CO. KG**  
in the presence of:

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**Jörn-Hinnerk Mennerich**  
Managing Director

Signature of witness:  .....

Name of witness: ANTHONY DUBEL .....

Address: .....