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MG01

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

PMO 11410 39
COMPANIES HOUSE
"AF91UJ5H"
A13 14/04/2010 36
COMPANIES HOUSE
A13 01/04/2010 167
COMPANIES HOUSE

1 Company details

Company number 0 2 7 6 9 7 6 8

Company name in full Flybe Limited (the Company)

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 d1 d7 m0 m3 y2 y0 y1 y0

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 Assignment of Security Deposit Account between the Company, as assignor, and HEH Aviation
"Leeds" Beteiligungsgesellschaft mbH & Co KG, as assignee relating to one (1) Bombardier Q400
Aircraft Manufacturer's Serial Number 4257 (the Aircraft) (the Security Deposit Account
Assignment)

4 Amount secured

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

Amount secured the actual, contingent, present and future obligations and liabilities of
the Company to the Chargee under or pursuant to any Transaction
Document (other than the Aircraft Purchase Agreement) to which the
Company and the Chargee are parties or 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 any such Transaction Document (the
Secured Obligations)

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 HEH Aviation "Leeds" Beteiligungsgesellschaft mbH & Co KG (the Chargee)

Address c/o HEH Aviation Management GmbH, Große Elbstraße 14, 22767 Hamburg,

Federal Republic of Germany

Postcode 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

See the attached Schedule 2

CHFFP22
1000 Version 2.0
12-03-2004

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Particulars of a mortgage or charge

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

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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 866).

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 870). 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).

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Signature

Please sign the form here

Signature

Signature

X *Cyber & Co LLP* X

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

CHFP025

10/09 Version 2.0

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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 **TYC/JEK/0808679**

Company name
Clyde & Co LLP

Address **51 Eastcheap**

Post town **London**

County/Region **London**

Postcode

| | | | | | | |
|----------|----------|----------|----------|----------|----------|----------|
| E | C | 3 | M | 1 | J | P |
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Country

DX **DX 1071 London/City**

Telephone **020 7623 1244**

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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

Schedule 1

Definitions

Account Bank means Barclays Bank Plc,

Acknowledgement 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 or about the Delivery Date in favour of the Chargee and the Security Trustee,

Aircraft Purchase Agreement means the sale and purchase agreement in respect of the Aircraft between the Chargee, as purchaser, and the Company, as vendor, dated 16 March 2010,

Delivery means delivery of the Aircraft to the Company under the Lease Agreement,

Delivery Date means the date on which Delivery occurs,

Deposit means the aggregate of

(a) the amount deposited or to be deposited by the Company with the Account Bank in the Security Deposit Account on or about the Delivery Date in respect of the Aircraft in accordance with clause 5.4 of the Lease Agreement, 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 of the Security Deposit Account Assignment) and all other rights and claims of the Company in relation to such amounts and the Security Deposit Account,

Engines means two P&WC PW 150A engines with manufacturer's serial numbers PCE-FA0573 and PCE-FA0574,

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 Chargee and the Security Trustee may from time to time designate in writing to the Company and as permitted in accordance with the Loan Agreement,

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),

Guarantor means Flybe Group Limited,

Lease Agreement means the lease agreement relating to the Aircraft between the Chargee, as lessor, and the Company, as lessee, dated 16 March 2010,

Lessee Security Assignment means the assignment agreement between the Company, as assignor, and the Chargee, as assignee, dated 17 March 2010,

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,

Loan Agreement means the loan agreement relating to the partial financing of the Chargee's acquisition of the Aircraft between, amongst others, the Chargee, as borrower, the Facility Agent and the Security Trustee, dated 16 March 2010,

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,

Parent Guarantee means the guarantee between the Guarantor, as guarantor, and the Chargee, as beneficiary, dated 16 March 2010,

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 Chargee hereunder or under any statutory power (and whether acting as agent for the Company or otherwise),

Security Deposit Account means an interest-bearing dollar account opened or to be opened by, and in the name of, the Company with the Account Bank with account number 55137388 with sort code 20-71-02 (and includes any redesignation or renumbering from time to time and any sub-accounts thereof),

Security Trustee means Norddeutsche Landesbank Girozentrale, in its capacity as security agent and trustee for and on behalf of certain financial institutions,

TCP Assignment means the assignment of rights under the Term Cost Plan (to the extent relating to the Engines) between the Company, as assignor, and the Chargee, as assignee, dated 17 March 2010,

Term Cost Plan means the term cost plan for PW150A engines executed on behalf of Company and Pratt & Whitney Canada Customer Service Center Europe GmbH,

Transaction Documents means the Lease Agreement, the Parent Guarantee, the Aircraft Purchase Agreement, the TCP Assignment, the Warranty Agreement, the Lessee Security Assignment, the Acknowledgement of Assignment and the Security Deposit Account Assignment and any schedules or documents executed pursuant to any of the foregoing, any notices or certificates from time to time issued by 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 Company, and

Warranty Agreement means the airframe warranty agreement between the Manufacturer, the Company, the Chargee and the Security Trustee, dated 17 March 2010

Schedule 2

1 Short particulars of all the property mortgaged or charged

The Company has assigned with full title guarantee to the Chargee 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 Company whatsoever present and future in the Deposit, together with any certificates of deposit, deposit receipts or other instruments or securities relating thereto

2 Negative Pledge

~~The Company has covenanted with the Chargee that until the Secured Obligations have been paid or discharged in full, the Company shall~~

- (a) (subject to clause 7 of the Security Deposit Account 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 Chargee 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 Chargee shall from time to time require for perfecting the title of the Chargee to or for vesting or enabling the Company to vest the full benefit of the Deposit in the Chargee or its nominee, such assignments, authorities or documents to be prepared by or on behalf of the Chargee at the cost of the Company in such form as the Chargee may require

3 Appointment of Attorney

The Assignor by way of security has irrevocably appointed the Chargee and any Receiver (and each and every person to whom the Chargee 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) of the Security Deposit Account Assignment) provided always that such power shall not be exercisable by or on behalf of the Chargee until the security interest constituted by the Security Deposit Account Assignment shall have become enforceable



**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. 259**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF SECURITY
DEPOSIT ACCOUNT EXECUTED OUTSIDE THE UNITED
KINGDOM OVER PROPERTY SITUATE THERE DATED 17
MARCH 2010 AND CREATED BY FLYBE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO HEH AVIATION LEEDS
BETEILIGUNGSGESELLSCHAFT MBH & CO KG 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
1 APRIL 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 APRIL 2010



DX/DJ

