

MG01

Particulars of a mortgage or charge

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iris
LAST REFORM

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
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



L9HZES3J

LD5

02/03/2011

104

COMPANIES HOUSE

1

Company details

Company number 0 2 7 6 9 7 6 8

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

271

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 2 1 0 2 2 0 1 1

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 A mortgage and security agreement (the "Mortgage Agreement 2") dated 21
February 2011 in respect of Engine 2 created by the Mortgagor in favour
of Siemens Financial Services AB (the "Mortgagee")

Capitalised terms used throughout this MG01 but not defined therein are
defined in the definition section.

4

Amount secured

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

Amount secured In accordance with clause 3 of the Mortgage
Agreement 2, the Mortgagor has covenanted to
discharge the Secured Obligations and acknowledged
to the Mortgagee that the amount secured by the
Mortgage Agreement 2 is the full amount of the
Secured Obligations and the Mortgagor has
covenanted with the Mortgagee that the property
mortgaged and assigned and charged (as the case may
be) was so mortgaged and assigned and charged for
the full payment, performance and discharge of 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

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

Name Siemens Financial Services AB

Address Rontgenvagen 2 Box 6106

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

Mortgage

In accordance with clause 2 of the Mortgage Agreement 2, the Mortgagor with full title guarantee has mortgaged to the Mortgagee, all the Mortgagor's right, title and interest, present and future, in Engine 2 by way of first priority legal mortgage in order to secure the full and punctual payment, performance and discharge of the Secured Obligations

Assignment

In accordance with clause 4.1 of the Mortgage Agreement 2, the Mortgagor with full title guarantee has assigned and agreed to assign absolutely by way of security the Assigned Property (and all Associated Rights) to and in favour of the Mortgagee in order to secure the full and punctual payment, performance and discharge of all of the Secured Obligations

Charge

In accordance with clause 4 2 of the Mortgage Agreement 2, the Mortgagor with full title guarantee by way of first fixed charge, has charged and agreed to charge to, and created and agreed to create in favour of, the Mortgagee a general encumbrance in the Assigned Property to the fullest extent permitted by relevant applicable law to the extent that any of the Assigned Property is not at any time assigned pursuant to clause 4 1 of the Mortgage Agreement 2

The Mortgage Agreement 2 has a covenant for further assurance and a negative pledge

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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

"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

"Borrower" means Flybe Limited

"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)

"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 November 16, 2001 (utilising the English language version).

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

"Engine 1" means

(a) the Pratt & Whitney PW150A aircraft engine with serial number FA0144,

(b) any and all Parts, so long as they are incorporated in or installed on or attached to Engine 1 or so long as the Mortgagor owns them after removal from Engine 1;

and, where the context permits

(c) the Technical Records relating to Engine 1 and all of its Parts

Engine 2" means:

(a) the Pratt & Whitney PW150A aircraft engine with serial number FA0053;

(b) any and all Parts, so long as they are incorporated in or installed on or attached to Engine 2 or so long as the Mortgagor owns them after removal from Engine 2,

and, where the context permits

(c) the Technical Records relating to Engine 2 and all of its Parts.

Engine 3" means

(a) the Pratt & Whitney PW150A aircraft engine with serial number FA0025,

(b) any and all Parts, so long as they are incorporated in or installed on or attached to Engine 3 or so long as the Mortgagor owns them after removal from Engine 3;

and, where the context permits

(c) the Technical Records relating to Engine 3 and all of its Parts.

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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

Engine 4 means:

- (a) the Pratt & Whitney PW150A aircraft engine with serial number FA0146,
- (b) any and all Parts, so long as they are incorporated in or installed on or attached to Engine 4 or so long as the Mortgagor owns them after removal from Engine 4,
- and, where the context permits
- (c) the Technical Records relating to Engine 4 and all of its Parts

"Facility Agreement" means (as the context may require) either or both of the Loan Agreement and the Related Loan Agreement

"Fee Letter" means any fee letter or letters dated on or about the date of the Loan Agreement between inter alia the Lender and the Borrower setting out any of the fees referred to in the Loan Agreement.

"Finance Documents" means the Loan Agreement, any Utilisation Request, each Fee Letter, the Mortgage Agreement, the Mortgage Agreement 2, the Mortgage Agreement 3 and the Mortgage Agreement 4 and each notice and/or acknowledgement required to be delivered pursuant to each of the Mortgage Agreement, the Mortgage Agreement 2, the Mortgage Agreement 3 and the Mortgage Agreement 4 and each other document agreed as such in writing by the Lender and the Borrower

"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 the Agreement

"Lender" means Siemens Financial Services AB

"Loan Agreement" means the USD 3,600,000 secured term loan agreement entered into on or about the date of the agreement between the Borrower, Flybe Group plc, as guarantor, and the Lender in relation to Engine 2 and Engine 4

"Mortgage Agreement" means the mortgage and security agreement dated 21 February 2011 in respect of Engine 1 created by Walker Aviation Leasing (UK) Limited in favour of Siemens Financial Services AB

Mortgage Agreement 3 means, with respect to Engine 3, the first priority mortgage and security agreement dated 21 February 2011 between Walker Aviation Leasing (UK) Limited as mortgagor and the Lender as mortgagee or any other mortgage that may replace or substitute such mortgage from time to time

Mortgage Agreement 4 means, with respect to Engine 4, the first priority mortgage and security agreement dated 21 February 2011 between the Mortgagor and the Lender as mortgagee or any other mortgage that may replace or substitute such mortgage from time to time.

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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>"Obligors" means the Mortgagor, 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 or all appliances, accessories, instruments, navigational and communications equipments, 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 any of Engine 1, Engine 2, Engine 3 and Engine 4.</p> <p>"Related Finance Documents" means each Finance Document as such term is defined in the Related Loan Agreement</p> <p>"Related Loan Agreement" means the USD 3,600,000 secured term loan agreement entered into on or about the date of the agreement between Walker Aviation Leasing (UK) Limited, as borrower, Flybe Group plc, as guarantor, and the Lender in relation to Engine 1 and Engine 3.</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 any of Engine 1, Engine 2, Engine 3 and Engine 4 or any part</p> <p>"Secured Obligations" means 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.</p> <p>"Technical Records" means the documents, data and records in respect of Engine 2 or any part, 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 the Loan Agreement</p>	

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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 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).

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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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 Mark Rowney

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

Country/Region United Kingdom

Postcode E 1 4 5 J J

Country United Kingdom

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 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



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. 271**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE AND SECURITY
AGREEMENT DATED 21 FEBRUARY 2011 AND CREATED BY
FLYBE LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO SIEMENS FINANCIAL
SERVICES AB 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 2 MARCH 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2011



Companies House
— for the record —



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