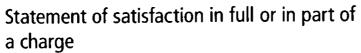
In accordance with Section 859L of the Companies Act 2006

MR04





You can use the WebFiling service to file this form online. Please go to www companieshouse gov uk

✓ What this form is for

You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge against a company

What this form is NO
You may not use this fo
register a statement of
in full or in part of a mc
charge against an LLP I
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24/06/2014 COMPANIES HOUSE se ık

#30

1	Company details (§2)	<u> </u>	
Company number	2 7 6 9 7 6 8	→ Filling in this form Please complete in typescript or in	
Company name in full	Flybe Limited (formerly known as Jersey European Airways	bold black capitals	
	(UK) Limited) (the "Assignor")	All fields are mandatory unless specified or indicated by *	
2	Charge creation		
	When was the charge created?		
	→ Before 06/04/2013 Complete Part A and Part C		
	→ On or after 06/04/2013 Complete Part B and Part C		
Part A	Charges created before 06/04/2013	-	
A1	Charge creation date		
	Please give the date of creation of the charge		
Charge creation date	6 8 6 4 2 6 7		
A2	Charge number		
	Please give the charge number This can be found on the certificate		
Charge number*		<u> </u>	
А3	Description of instrument (if any)		
	Please give a description of the instrument (if any) by which the charge is created or evidenced	Continuation page Please use a continuation page if you need to enter more details	
Instrument description	Second Assignment of Maintenance Reserves Account in the name of the Assignor at Alliance & Leicester Commercial Bank plc relating to two (2) de Havilland Dash aircraft 8-Q400 with manufacturer's serial numbers 4052 and 4089 and made between the Assignor and Bombardier Inc (the "Assignee") and dated 8 April 2004	:	

A4 Short particulars of the property or undertaking charged Continuation page Please give the short particulars of the property or undertaking charged Please use a continuation page if you need to enter more details **Short particulars** The Assignor, subject to the rights of the Trustee under the First Charge, hereby assigns with full title guarantee to the Assignee, as a continuing security for the payment of the Secured Obligations, the Charged Funds and all the right, title, benefit and interest of the Assignor whatsoever present and future in the Charged Funds provided that (a) if the First Secured Obligations under the First Residual Obligations Deed have been unconditionally and irrevocably paid and discharged in full then the Assignee shall, at the request and cost of the Assignor, direct the Account Bank to release to the Assignor from the Charged Account an amount equal to the First Charged Funds, or

Statement of satisfaction in full or in part of a charge

Part B Charges created on or after 06/04/2013

MR04

B1	Charge code		
	Please give the charge code This can be found on the certificate	• Charge code This is the unique reference code	
Charge code •		allocated by the registrar	

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v	4	ı

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

- (b) if the Second Secured Obligations under the Second Residual Obligations Deed have been unconditionally and irrevocably paid and discharged in full then the Assignee shall, at the request and cost of the Assignor, direct the Account Bank to release to the Assignor from the Charged Account an amount equal to the Second Charged Funds, and
- (c) if the Secured Obligations have been unconditionally and irrevocably paid and discharged in full then the Assignee shall, at the request and cost of the Assignor, reassign to the Assignor or its order all of its right, title and interest, if any, as the Assignee may then have in and to the Charged Funds (to the extent not previously reassigned)

In this Form MR04

"Charged Account" means a Dollar account opened by, and in the name of, the Assignor with the Account Bank with account number 62214029 and designated JEA Maintenance Reserves MSN 4052/4089 with sort code 09-18-10 (formerly 72-00-00) and includes any redesignation or renumbering from time to time and any sub-accounts thereof

"Charged Funds" means the aggregate of

- (a) in respect of the First Aircraft, any and all moneys deposited or to be deposited in the Charged Account as Maintenance Reserves (as defined in the 4052 Lease) from time to time in accordance with clause 5 3 and schedule 7 to the 4052 Lease (subject to any withdrawal made as permitted by this Assignment and the 4052 Lease), together with all interest accrued or accruing from time to time on such amounts (the "First Charged Funds"),
- (b) in respect of the Second Aircraft, any and all moneys deposited or to be deposited in the Charged Account as Maintenance Reserves (as defined in the 4089 Lease) from time to time in accordance with clause 5 3 and schedule 7 to the 4089 Lease (subject to any withdrawal made as permitted by this Assignment and the 4089 Lease), together with all interest accrued or accruing from time to time on such amounts (the "Second Charged Funds"), and
- (c) any and all moneys (other than the First Charged Funds and the Second Charged Funds) which from time to time may be standing to the credit of the Charged Account together with all interest accrued or accruing from time to time on such amounts and all other rights and claims of the Assignor in respect of such amounts, the First Charged Funds, the Second Charged Funds and the Charged Account

MR04 - continuation page Statement of satisfaction in full or in part of a charge

A4	Short particulars of the property or undertaking charged	
	Please give the short particulars of the property or undertaking charged	
Short particulars	"First Aircraft" means one de Havilland Dash 8-Q400 aircraft with manufacturer's serial number 4052	
	"First Charge" means the Assignment of Maintenance Reserves Account between the Assignor and the Trustee in respect of the Aircraft of even date	
	"First Residual Obligations Deed" means the residual obligations deed entered into by the Assignor and the Assignee and dated 18 November 1999	
	"Second Aircraft" means one de Havilland Dash 8-Q400 aircraft with manufacturer's serial number 4089	
	"Second Residual Obligations Deed" means the residual obligations deed entered into by the Assignor and the Assignee and dated 8 April 2004	
	"Secured Obligations" means	
	(a) the actual, contingent, present and future obligations and liabilities of the Assignor to the Assignee under or pursuant to clause 3 1 of the First Residual Obligation Deed (the "First Secured Obligations"),	
	(b) the actual, contingent, present and future obligations and liabilities of the Assignor to the Assignee under or pursuant to clause 3 1 of the Second Residual Obligation Deed (the "Second Secured Obligations"), and	
	(c) the actual, contingent, present and future obligations and liabilities of the Assignor to the Assignee under or pursuant to this Assignment	
	"Trustee" means Alliance & Leicester Commercial Finance plc	

MR04 Statement of satisfaction in full or in part of a charge

Part C	To be completed for all charges
C1	Satisfaction
	I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box In full In part
C2	Details of the person delivering this statement and their interest in the ch
	Please give the name of the person delivering this statement
Name	Joshua Alexander Please give the address of the person delivering this statement
Building name/number	Vedder Price LLP
Street	4 Coleman Street
Post town	London
County/Region	
Postcode	E C 2 R 5 A R Please give the person's interest in the charge (e.g. chargor/chargee etc)
Person's interest in the charge	Solicitor on behalf of Assignor
C3	Signature
	Please sign the form here
Signature	× Vedder Price LLP ×

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Statement of satisfaction in full or in part of a charge

	Presenter information
you on	u do not have to give any contact information, but if u do, it will help Companies House if there is a query the form. The contact information you give will be able to searchers of the public record.
Cont	act name Joshua Alexander
Com	pany name Vedder Price LLP
Addr	4 Coleman Street
	London
<u> </u>	nty/Region
Posto	E C 2 R 5 A R
Cour	ntry
ĐΧ	
Tele	o20 3667 2927
1	Checklist
	e may return forms completed incorrectly or th information missing
	ease make sure you have remembered the llowing The company name and number match the information held on the public Register
000	Part A Charges created before 06/04/2013 You have given the charge date You have given the charge number (if appropriate) You have completed the Description of instrument and Short particulars in Sections A3 and A4
	Part B Charges created on or after 06/04/2013 You have given the charge code
0	Part C To be completed for all charges You have ticked the appropriate box in Section C1 You have given the details of the person delivering this statement in Section C2 You have signed the form

Important information

Please note that all information on this form will appear on the public record.

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

f 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