

021097/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

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 charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record. **Do not send the original**



A4AAZCJM

A22 25/06/2015 #281
COMPANIES HOUSE

1 Company details

Company number 0 2 7 6 9 7 6 8

Company name in full Flybe Limited

341 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 Charge creation date

Charge creation date 1 5 0 6 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Elix Assets 7 Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8 Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X *Millbank, Tweed, Hadley & McCloy LLP* X

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

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name

Company name Milbank, Tweed, Hadley & McCloy

Address 10 Gresham Street

Post town London

County/Region

Postcode EC2V 7JD

Country United Kingdom

DX

Telephone 020 7615 3000

**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 a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2769768

Charge code: 0276 9768 0341

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th June 2015 and created by FLYBE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th June 2015

P

Given at Companies House, Cardiff on 3rd July 2015



Companies House



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

Private & Confidential

Dated 15 June 2015

FLYBE LIMITED (1)
as Assignor

And

ELIX ASSETS 7 LIMITED (2)
as Lessor

ASSIGNMENT OF INSURANCES
relating to one Bombardier Q400 Aircraft
with Manufacturer's Serial Number 4110
and UK Registration Mark GJECJ

Milbank, Tweed, Hadley & McCloy LLP
10 Gresham Street
London
EC2V 7M

I certify that this is a true and correct
copy of the original, but for the
materials redacted pursuant to
Section 859G of the Amendment
Regulations to the Companies Act 2006

Milbank, Tweed, Hadley & McCloy LLP
24/06/2015

Contents

| Clause | Page |
|--|------|
| 1 Definitions and Interpretation | 1 |
| 2 Representation and Warranty | 2 |
| 3 Assignment | 2 |
| 4 Powers of the Lessor and Application of Moneys | 3 |
| 5 Limitation of Liability | 3 |
| 6 Continuing Security and Remedies Cumulative | 4 |
| 7 Attorney | 4 |
| 8 Further Assurance | 4 |
| 9 Rights Cumulative, Waivers | 4 |
| 10 Miscellaneous | 5 |
| 11 Notices | 5 |
| 12 Governing Law | 6 |
| 13 Jurisdiction | 6 |
| 14 Exclusion of Third Party Rights | 6 |

THIS DEED OF ASSIGNMENT is made on

15 June 2015

BETWEEN

- (1) **FLYBE LIMITED**, a company organised and existing under the laws of England and Wales having its registered office at New Walker Hangar, Exeter International Airport, Clyst, Honiton, Exeter, EX5 2BA, United Kingdom (the "Assignor"), and
- (2) **ELIX ASSETS 7 LIMITED**, a company incorporated in Ireland whose registered office and principal place of business is at Second Floor, 12/13 Exchange Place, Custom House Docks, IFSC, Dublin 1, Ireland (the "Lessor")

WHEREAS.

- (A) Pursuant to the aircraft operating lease agreement dated 15 December 2005 and made between the Lessor and the Assignor as lessee ((i) as novated, amended and restated pursuant to a lease agreement novation agreement dated 27 December 2006 among Turbo Leasing Limited as buyer, Bombardier Capital Inc. as seller and Assignor as lessee, (ii) as further novated by an aircraft lease novation deed dated on or about the date of this Deed among Turbo Leasing Limited as existing lessor, Lessor as new lessor and Assignor as lessee, and (iii) as further amended, restated, supplemented and novated from time to time, the "Lease"), the Lessor has agreed to lease, and the Assignor has agreed to take on lease, one Bombardier Q400 Aircraft with Manufacturer's Serial Number 4110 and UK Registration Mark G-JECJ (the "Aircraft"), and
- (B) The Assignor has agreed to enter into this Deed as security, inter alia, for its obligations under the Lease

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows

1. Definitions and Interpretation

1.1 In this Deed (including its recitals)

"Assigned Property" means all the rights and interests of the Assignor from time to time assigned pursuant to Clause 3,

"Expenses" means all out-of-pocket expenses and fees (including legal fees) incurred by the Lessor in the performance of its role as assignee under this Deed,

"Requisition Compensation" means all moneys and other compensation from time to time receivable by the Assignor in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft,

"Secured Obligations" means all monies, liabilities and obligations of the Assignor which are now or at any time hereafter may be due, owing, payable or incurred to the Lessor (whether directly or as assignee by way of security or howsoever arising) or expressed to be due, owing, payable or incurred to the Lessor (whether directly or as assignee by way of security or howsoever arising) in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any account whatsoever pursuant to the Lease and any of the other Transaction Documents to which the Assignor is a party, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Assignor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Assignor) of any of its obligations due or owing to the Lessor (whether directly or as assignee by way of security or howsoever arising) under the Lease or any of the other Transaction Documents to which the Assignor is a party, and (c) all Expenses incurred by the Lessor

1.2 In this Deed, terms and expressions defined in the Lease shall have the same meanings and construction when used herein.

1.3 In this Deed, unless otherwise provided or the context otherwise requires

- (A) references to Clauses and schedules are to be construed as references to the Clauses of, and schedules to, this Deed and references to this Deed include its schedules;
- (B) references to any deed, instrument, certificate, agreement or contract (including this Deed) or a provision thereof shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced,
- (C) words importing the plural shall include the singular and vice versa;
- (D) references to a person shall be construed as including, without limitation, references to an individual, firm, company, corporation, unincorporated body of persons, or any state or 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 in this Deed to any certificate or notice shall be construed as a reference to such certificate or notice together with any accompany documents referred to therein, and
- (G) references in this Deed to any person includes any permitted assignee, permitted transferee or successor in title of such person

2. Representation and Warranty

The Assignor hereby represents and warrants to the Lessor that any assignment, pledge, charge or encumbrance created over the Assigned Property prior to the date of this Deed has been released and that as of the date of this Deed the Assigned Property is not assigned, pledged, charged or otherwise encumbered to or in favour of any person other than the Lessor

3. Assignment

3.1 The Assignor hereby with full title guarantee assigns and agrees to assign to and in favour of the Lessor by way of security all its right, title and interest, present and future, to and in respect of proceeds arising, under.

- (A) all Insurances in respect of all risks of physical loss or damage (including, but not limited to, War Risks) effected in relation to the Aircraft and all benefits thereof (but for the avoidance of doubt this Deed does not constitute an assignment of any policies of insurance but only of the benefit, rights, title, interest and proceeds thereunder (including return of premiums) insofar as the same relate to the Aircraft), and
- (B) any Requisition Compensation relating to the Aircraft (provided that, unless and until the Aircraft becomes a Total Loss, the assignment herein contained of Requisition Compensation shall be subject to the prior entitlement of the Assignor under clause 13.3 of the Lease)

TO HOLD the same as continuing security for the payment and discharge of the Secured Obligations

- 3.2** Upon execution of this Deed and from time to time upon the written request of the Lessor, the Assignor shall give written notice or procure that the brokers through whom the Insurances are placed give written notice to the insurers with whom the Insurances are from time to time effected of the assignment herein contained in the form set out in Schedule 1 hereto and procure that such brokers and/or insurers provide the acknowledgement to such notice in the form set out in Schedule 2 hereto
- 3.3** Should the insurers and/or brokers through whom all or any part of the Insurances are effected at any time change, the Assignor shall notify the Lessor thereof and, at the Lessor's request and cost, execute and deliver to such new insurers and/or brokers a further notice of assignment in the form of the notice set out in Schedule 1 hereto

- 3.4 The Lessor hereby agrees that it shall not notify the insurers as contemplated in paragraph 5 of the notice of assignment referred to in Clause 3.2 above unless an Event of Default (as defined in the Lease) shall have occurred and is continuing.
- 3.5 Upon the payment or other satisfaction of the Secured Obligations to the satisfaction of the Lessor, the Lessor shall, at the request and cost of the Assignor, release and reassign to the Assignor the security created by this Deed
- 3.6 Save as provided in Clause 3.7, neither party shall assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the other
- 3.7 The Lessor shall (as between the Assignor and the Lessor) be entitled to assign or novate all or any of its rights, title and interest and/or obligations in and under this Deed to any Finance Party (or agent or trustee of any Finance Party)

4. Powers of the Lessor and Application of Moneys

- 4.1 The Lessor shall have all the rights, powers and remedies conferred upon assignees by any relevant law and/or conferred on the Lessor by virtue of this Deed. Section 103 of the Law of Property Act 1925 shall not apply to this Deed.
- 4.2 The security created by this Deed shall immediately become enforceable upon the giving by the Lessor of notice to the Assignor following the occurrence of an Event of Default (as defined in the Lease) whereupon all moneys received by the Assignor in respect of the Assigned Property shall be applied in the following order:
- (i) first, in or towards payment of any unpaid fees, costs and expenses of the Lessor incurred as a result of the exercise of its rights under and in connection with this Deed, including but without limitation all outgoings paid by him,
 - (ii) secondly, in or towards payment of any other sum due but unpaid by the Assignor under the Lease or any other Transaction Document to which the Assignor is a party, and
 - (iii) thirdly, in payment of the surplus (if any) to the Assignor or any other person entitled thereto

5. Limitation of Liability

It is further agreed and declared that notwithstanding the assignment and charge hereinbefore contained,

- (A) the Lessor shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Deed or to make any claim or take any other action to collect any moneys or to enforce any rights and benefits hereby assigned to the Lessor or to which the Lessor may at any time be entitled hereunder,
- (B) the Assignor shall remain liable to perform all the obligations assumed by it under the Insurances and the Lessor shall not be under any obligation of any kind whatsoever thereunder or be under any liability whatsoever in the event of any failure by the Assignor to perform any of its obligations thereunder, and
- (C) the Lessor shall not be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of its powers unless such loss or damage is caused by its gross negligence or wilful default,

6. Continuing Security and Remedies Cumulative

It is hereby declared and agreed that

- (A) the security created by the Assignor pursuant to this Deed shall be a continuing security for the payment of the Secured Obligations and, accordingly, the security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Obligations,
- (B) the security so created shall be in addition to and shall not in any way prejudice or affect the security created by any deposit of documents, or any guarantee, lien, bill, note, mortgage or other security now or hereafter held by the Lessor or by any other person on behalf of or in trust for the Lessor or any right or remedy of the Lessor, and shall not be in any way prejudiced or affected thereby, or by the invalidity or unenforceability thereof, or by any of the Lessor or any person holding any security on behalf of or in trust for the Lessor releasing, modifying or refraining from perfecting or enforcing any of the same or granting time or indulgence or compounding with any person liable, and
- (C) all the rights, remedies and powers vested in the Lessor by this Deed may be exercised from time to time and as often as the Lessor may deem expedient

7. Attorney

- 7.1 By way of security the Assignor hereby irrevocably appoints the Lessor to be its attorney (with full powers of delegation and substitution) generally for and in its name and on its behalf and as the act and deed or otherwise of the Assignor to execute, seal and deliver and otherwise perfect and do all such deeds, assurances, agreements, instruments, acts and things which may be required for the full exercise of all or any of the rights, powers or remedies hereby conferred as it itself could have done or executed in relation to the Insurances including to permit the proceeds of the Insurances to be dealt with in accordance with the loss payable provisions contained in the form attached to Schedule 1 to this Deed, or which may be deemed proper in or in connection with all or any of the purposes aforesaid. The Lessor shall not be entitled to exercise the authority conferred on it by this Clause 7.1 unless and until an Event of Default shall have occurred and is continuing under the Lease. The power hereby conferred shall be a general power of attorney under the Powers of Attorney Act 1971 and the Assignor ratifies and confirms and agrees to ratify and confirm, any deed, assurance, agreement, instrument, act or thing which the Lessor may execute or do pursuant thereto
- 7.2 The exercise of such power by or on behalf of the Lessor shall not put any person dealing with the Lessor upon any enquiry as to whether the security created by this Deed has become enforceable, nor shall such person be in any way affected by notice that the security so created has not become so enforceable, and the exercise by the Lessor of such power shall be conclusive evidence of its or his right to exercise the same.

8. Further Assurance

The Assignor further undertakes at its own expense from time to time to execute, sign, perfect, do and (if required) register every such further assurance, document, act or thing as in the opinion of the Lessor may be necessary or desirable for the purpose of more effectively assigning or charging the Assigned Property or perfecting the security constituted or intended to be constituted by this Deed

9. Rights Cumulative, Waivers

The respective rights of each of the parties to this Deed pursuant hereto are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under the general law, such rights (whether arising pursuant hereto or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing; and, in particular, any failure to exercise, or any delay in exercising, any of such rights shall not operate as a waiver or variation of that or any other such right, any defective or partial exercise of any of such rights shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on the part of any party to this Deed, or on their behalf, shall in any way preclude such party from exercising any such right or constitute a suspension or any variation of any such right

10. Miscellaneous

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction

11. Notices

11.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter

11.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Deed is:

(i) in the case of the Assignor, that identified with its name below

New Walker Hangar
Exeter International Airport
Clyst Honiton
Exeter
Devon EX5 2BA
Fax. 01392 266 772
Attention Company Secretary

(ii) in the case of the Lessor, that identified with its name below

Elix Assets 7 Limited
Second Floor, 12/13 Exchange Place
Custom House Docks
I F S C
Dublin 1
Ireland

Attn the Directors

E-mail tpascalis@elix.aero

or any substitute address, email address, fax number or department or officer as each party may notify the other by not less than five Business Days' notice in writing

11.3 Any communication or document made or delivered by one party to the other under or in connection with this Deed will only be effective

(a) if by way of fax, when received in legible form, or

(b) if by way of letter, when it has been left at the relevant address,

and, if a particular department or officer is specified as part of its address details provided under Clause 11.2, if addressed to that department or officer

11.4

(A) Any communication may be made by electronic mail or other electronic means, if the parties

(i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

- (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means, and
 - (iii) notify each other of any change to their address or any other such information supplied by them.
- (B) Any electronic communication made between the parties will be effective only when actually received in readable form

11.5

- (A) Any notice given under or in connection with this Deed must be in English.
- (B) All other documents provided under or in connection with this Deed must be
 - (i) in English, or
 - (ii) if not in English, and if so required by the other party, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

12. Governing Law

This Deed is governed by and shall be construed in accordance with English law

13. Jurisdiction

- 13.1** The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with, this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "Dispute")
- 13.2** The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 13.3** This Clause 13 is for the benefit of the Lessor only. As a result, the Lessor shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lessor may take concurrent proceedings in any number of jurisdictions.

14. Exclusion of Third Party Rights

The parties to this Deed do not intend that any term of this Deed should be enforced, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Deed

IN WITNESS whereof the parties hereto have caused this Deed to be executed as a deed and this Deed is intended to be and is hereby delivered the day and year first before written

Schedule 1

Notice of assignment of Insurances

To. Albatros Versicherungsdienste GmbH
 The participating insurers

Dated _____

**One (1) Bombardier Q400 Aircraft with Manufacturer's Serial Number 4110 and UK
Registration Mark G-JECJ (the "Aircraft")**

- 1 Wilmington Trust Company (as security trustee for and on behalf of itself and certain banks and financial institutions) (the "**Security Trustee**"), Elix Assets 7 Limited (the "**Owner**"), Elix Assets 1 Limited (the "**Borrower**") and Flybe Limited (the "**Lessee**") refer to
 - (a) the Aircraft Lease Agreement dated 15 December 2005 between the Owner and the Lessee in respect of the Aircraft ((i) as novated, amended and restated pursuant to a lease agreement novation agreement dated 27 December 2006 among Turbo Leasing Limited as buyer, Bombardier Capital Inc as seller and the Lessee, (ii) as further novated by an aircraft lease novation deed dated on or about the date of this notice among Turbo Leasing Limited as existing lessor, Owner as new lessor and the Lessee, and (iii) as further amended, restated, supplemented and novated from time to time, the "**Lease Agreement**"),
 - (b) the assignment of insurances dated on or about the date hereof, between the Lessee, as assignor and the Owner, as lessor (the "**Assignment of Insurances**"),
 - (c) the Facility Agreement dated 15 August 2014 (as amended and restated from time to time) relating to the financing of, among other aircraft, the Aircraft (the "**Facility Agreement**")
2. The Lessee, the Owner and the Security Trustee hereby give you notice that pursuant to the Assignment of Insurances, the Lessee has assigned by way of security to and in favour of the Owner, all of its right, title and interest and benefit present and future (whether contractual, proprietary or of any other kind and including the right to sue for damages and any returned premium), in and to
 - (A) all policies and contracts of insurance (including all entries in war risks and other mutual association) required under the Lease Agreement to be effected and maintained in respect of the Aircraft (the "**Insurances**") and all benefits thereof (*provided that* nothing in the Assignment of Insurances shall constitute an assignment of any policies of insurance but only of the benefit, rights, title, interest and proceeds thereunder (including return of premiums) insofar as the same relate to the Aircraft), and (B) all moneys and other compensation from time to time receivable by the Lessee in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft (the "**Requisition Compensation**") (*provided that*, unless and until the Aircraft becomes a Total Loss, the assignment of Requisition Compensation shall be subject to the prior entitlement of the Assignor under clause 13.3 of the Lease Agreement)
- 3 The Borrower, the Owner and the Security Trustee hereby give you notice that pursuant to separate security assignments dated 23 September 2014 and 24 October 2014 (the "**Security Assignments**") made between the Borrower and the Owner, respectively (on the one hand) and the Security Trustee (on the other hand), and a mortgage dated _____ 2015 made between the Owner and the Security Trustee (the "**Mortgage**" and, together with the Security Assignments, the "**Security Documents**") each of the Borrower and the Owner has assigned absolutely by way of security or, as the case may be, granted other security interests to the Security Trustee in respect of, amongst other things, all its right, title and interest, present and future (whether contractual, proprietary or of any other kind and including the right to sue for damages and any returned premium), in and to (A) the Insurances; (B) all policies and contracts of insurance (including and all entries in war risks and other mutual association) required under the Facility Agreement to be effected and maintained in respect of the Aircraft,

- (C) all the benefits of such policies and contracts of insurance including all claims, and the right to make all claims, of whatsoever nature thereunder and returns of premium in respect thereof, (D) any and all amounts payable in consequence of a claim under such policies, contracts of insurance and the benefits thereunder, other than amounts payable in consequence of a claim under the liability insurances, and (E) (in the case of the Owner) the Assignment of Insurances, and the property assigned to the Owner thereunder, *provided that* nothing in the Security Documents shall constitute an assignment of any policies or contracts of insurance or reinsurance
- 4 None of the Borrower, the Owner and the Security Trustee (including their permitted successors and assigns) has any operational interest in the Aircraft, any engine or part thereof
 - 5 With effect from your receipt of a notice delivered by the Security Trustee notifying you that the security created under the Security Documents has become enforceable ("Notice of Enforcement")
 - (a) all payments to be made to the Borrower or the Owner under or arising from the Insurances or any other insurances required to be maintained under the Facility Agreement must be made to the Security Trustee or to its order as it may specify in writing from time to time to such account as the Security Trustee shall notify you and discharge of your payment obligations to the Borrower or the Owner under such insurances may only be satisfied by the correct and proper payment of such obligations in accordance with this paragraph (a);
 - (b) all remedies of the Borrower and the Owner provided for in such insurances or available at law or in equity (including but not limited to the right to bring suit in the Security Trustee's own name) shall be exercisable by the Security Trustee;
 - (c) all rights of the Borrower and the Owner to compel performance of such insurances shall be exercisable by the Security Trustee (although each of the Borrower, the Owner and the Lessee shall remain liable to perform any obligations assumed by it under such insurances), and
 - (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower or the Owner arising from such insurances belong to the Security Trustee
 6. With effect from your receipt of a notice delivered by the Security Trustee notifying you that the security created under both (i) the Security Documents and (ii) the Assignment of Insurances has become enforceable ("Lessee Notice of Enforcement")
 - (a) all payments to be made to the Borrower, the Owner or Lessee under or arising from the Insurances must be made to the Security Trustee or to its order as it may specify in writing from time to time to such account as the Security Trustee shall notify you and discharge of your payment obligations under the Insurances may only be satisfied by the correct and proper payment of such obligations in accordance with this paragraph (a),
 - (b) all remedies of the Borrower, the Owner and the Lessee provided for in the Insurances, and all remedies of the Owner under the Assignment of Insurances, or available at law or in equity (including but not limited to the right to bring suit in the Security Trustee's own name) shall be exercisable by the Security Trustee,
 - (c) all rights of the Borrower, the Owner and the Lessee to compel performance of the Insurances shall be exercisable by the Security Trustee (although the Lessee shall remain liable to perform any obligations assumed by it under the Insurances), and
 - (d) all rights, title, interests and benefits whatsoever accruing to or for the benefit of the Borrower, the Owner and the Lessee arising from the Insurances belong to the Security Trustee
 7. In addition
 - (a) where settlement of any claim (in respect of All Risks insurance and War Risks

insurance) on the basis of a total loss is to be made to or to the order of the Contract Party(ies), the Contract Party(ies) and the Lessee have agreed that payment shall be made to the Security Trustee, and

- (b) prior to receipt by you of a Lessee Notice of Enforcement, the proceeds of the Insurances in respect of any loss other than a total loss shall be paid in accordance with the provisions of the Lease Agreement
8. For the purposes of the foregoing paragraphs, the term Contract Party(ies) shall have the same meaning ascribed to such term in the latest certificate of insurance issued by you in respect of the insurances for the Aircraft referred to above, or, if different, those persons from time to time notified to you in writing by the Owner or the Security Trustee with a copy to Lessee.
9. You are hereby authorised and instructed, without requiring further approval from the Lessee, the Borrower or the Owner to provide the Security Trustee with such information relating to the Insurances as it may from time to time request
10. By signing this notice below, this notice also constitutes notice to, and the acknowledgment of, the Lessee of the assignments referred to in paragraphs 2 and 3 above
11. Until you are notified to the contrary by the Security Trustee and save as noted above, you should continue to deal with the Lessee in all matters relating to the making and settlement of claims under the Insurances as though such assignment or the creation of such security interest (as the case may be) had not been made
12. This notice, and any non-contractual obligations arising out of or in connection with this notice, shall be governed by and construed in accordance with English law

Signatures

For and on behalf of

Wilmington Trust Company

}
Security Trustee

For and on behalf of

Elix Assets 7 Limited

}
Owner

For and on behalf of

Elix Assets 1 Limited

}
Borrower

For and on behalf of

Flybe Limited

}
Lessee

EXECUTED AND DELIVERED as a deed
by
as attorney for and on behalf of
FLYBE LIMITED
in the presence of
Signature of witness

)
)
)

[Redacted Signature]

Matthew Bennett

[Redacted Signature]

Name of witness

Sylvain Gloux

Address

New Walker-Hargreaves, Exeter International
Airport, Chert Hinton, Ex3 2BA Exeter

SIGNED AND DELIVERED as a Deed
for and on behalf of
ELIX ASSETS 7 LIMITED
by its lawfully appointed attorney
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation

