

MG01

Particulars of a mortgage or charge

222748/65



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LASERFORM

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 re-
gister particulars of a charge for a
company. To do this, please use
form MG01s

MONDAY



A05 15/02/2010 142
COMPANIES HOUSE

1 Company details

Company number 0 2 4 2 6 1 1 2

Company name in full WALKER AVIATION LEASING (UK) LIMITED (the Borrower)

41

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 d0 d2 m0 m2 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 A second proceeds account charge in respect of one (1) Bombardier Q400
Aircraft Manufacturer's Serial No 4058 UK Registration Mark G-JEDJ dated
2 February 2010 between the Borrower and the Security Trustee (as defined
below) (the **Deed**)

4 Amount secured

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

Amount secured All money and other payment obligations, actual or
contingent, owing by the Borrower under or pursuant
to the Loan Agreement or the Security Documents or
any of them including, without limitation, the
Expenses, and all of the other obligations of the
Borrower under the Transaction Documents to which
it is a party including, without limitation, its
obligation to pass title to the Aircraft to any
purchaser thereof under and in accordance with the
Bombardier Support Documents, in each case,
including those obligations as they are amended by
the 2009 Master Transfer Agreement (the **Secured
Obligations**)

Capitalised terms not defined will be defined in
the continuation sheets

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

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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

GE Corporate Finance Bank SAS (the **Security Trustee**)

Address

18 rue Hoche, Tour Facto, Paris, La Defense Cedex,
France

Postcode

9 2 9 8 8

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

Please see continuation sheets

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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

Nil

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 Allen & Overy 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 Emma Leguillon

Company name Allen & Overy LLP

Address One Bishops Square

BK 13013314

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone 0203 088 4709



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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

1. SHORT PARTICULARS OF THE PROPERTY MORTGAGED OR CHARGED:

1.1 Charge

The Borrower, with full title guarantee, to the fullest extent possible by law

- (a) charges and assigns to the Security Trustee and agrees to charge and assign to the Security Trustee (as trustee for itself and the Creditor Parties, as defined in the Proceeds Deed) all its rights, title and interest present and future, in and to the Charged Moneys and the Charged Account together with any certificates of deposit, deposit receipts or other instruments or securities relating thereto, and
- (b) agrees that the Charged Moneys shall be held by the Security Trustee to ensure discharge and satisfaction in full of the Secured Obligations and shall only be repayable to the Borrower if the Secured Obligations have been paid and discharged in full

DEFINITIONS

In this form MG01

2010 Master Transfer Agreement means the master transfer agreement dated 2 February 2010 between, among others, the Lessee, the Borrower, the Security Trustee and the Manufacturer

Account Bank means Abbey National Treasury Services Plc as the account bank of the Proceeds Account

Aircraft shall mean the Bombardier Q400 aircraft with manufacturer's serial number 4058 and UK registration mark G-JEDJ

Bank means GE Corporate Finance Bank SAS, in its capacity as the lender under the Loan Agreement

Bombardier Deed means the bombardier deed dated 1 July 2003 between Bombardier Inc and the Assignor

Bombardier Support Documents means together the Bombardier Deed, the Remarketing Agreement and the Bombardier Warranty and Support Letter

Bombardier Warranty and Support Letter means the letter dated 8 October 1999 from the Manufacturer to the Borrower

Charged Account means the Proceeds Account and includes any sub accounts thereof

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Charged Moneys means all moneys from time to time credited to, and for the time being standing to the credit of, the Charged Account and all interest and other amounts from time to time payable in respect of, or accruing to, the Charged Account and the debt represented thereby

Creditor Parties means the Bank, the Security Trustee and the Manufacturer

Deed of Assignment means the deed of assignment dated 1 July 2003 between the Borrower (as assignor) and the Security Trustee (as assignee) and, where the context requires, such term shall include a separate reference to the Second Deed of Assignment

Expenses means the aggregate of any relevant time (to the extent that the same have not been received by the Bank or, as the case may be, by the Security Trustee) of

- (a) all losses, liabilities, costs, charges, expenses, damages and outgoings of whatever nature (including without limitation taxes, repair costs, registration fees and insurance premiums) suffered, incurred or paid by the Bank or Security Trustee in connection with the exercise of the powers referred to in or granted by the Loan Agreement or any of the Security Documents, and
- (b) interest on all such losses, liabilities, costs, charges, expenses, damages and outgoings from the date on which the same were suffered, incurred or paid by the Bank or the Security Trustee until the date of receipt or recovery thereof (whether before or after judgement) at a rate per annum calculated in accordance with clause 5.2 of the Loan Agreement (as conclusively certified by the Bank or, as the case may be, the Security Trustee)

Lessee means Flybe Limited (formerly known as Jersey European Airways (UK) Ltd), a company incorporated in England (company registration number 2769768)

Lease Agreement means the Aircraft Operating Lease Agreement dated 8 October 1999 (as amended and restated on 1st July 2003 and as further amended from time to time) and made between the Borrower and the Lessee

Loan Agreement means the loan agreement dated 1st July 2003 as amended from time to time, including pursuant to the 2010 Master Transfer Agreement, and made between (1) the Borrower, as borrower, (2) the Bank, and (3) the Security Trustee, as security trustee, relating to a loan for the financing of the purchase of the Aircraft

Maintenance Reserves Account Charge means the maintenance reserves account charge entered into on 25 January 2002 between the Lessee (as chargor) and the Borrower (as chargee)

Manufacturer means Bombardier Inc

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Mortgage means the mortgage dated 1 July 2003 between the Borrower (as mortgagor) and the Security Trustee (as mortgagee) over the Aircraft and, where the context requires, such term shall include a separate reference to the Second Mortgage</p> <p>Proceeds Account means the dollar denominated bank account in the name of the Borrower held with the Account Bank having account number 88301415 and designated "Proceeds Account MSN 4058"</p> <p>Proceeds Account Charge means the charge dated 1 July 2003 between the Borrower (as chargor) and the Security Trustee (as chargee) with respect to the Proceeds Account and, where the context requires, such term shall include a separate reference to the Second Proceeds Account Charge</p> <p>Proceeds Deed means the proceeds deed dated 1 July 2003 between the Borrower, the Bank, the Security Trustee and the Manufacturer</p> <p>Remarketing Agreement means the remarketing agreement dated 1 July 2003 and entered into between the Manufacturer and the Borrower</p> <p>Rent Account means the sterling denominated bank account in the name of the Borrower held with the Account Bank having the account number 88301409 and designated "Rent Account MSN 4058"</p> <p>Rent Account Charge means the rent account charge dated 1 July 2003 between the Borrower (as chargor) and the Security Trustee (as chargee) with respect to the Rent Account and, where the context requires, such term shall include a separate reference to the Second Rent Account Charge</p> <p>Sales Agency and Residual Value Deed means the sales agency and residual value deed dated 1 July 2003 between the Borrower and the Bank</p> <p>Second Deed of Assignment means the second deed of assignment dated 2 February 2010 between the Borrower and the Security Trustee</p> <p>Second Mortgage means the second mortgage dated 2 February 2010 between the Borrower and the Security Trustee</p> <p>Second Proceeds Account Charge means the Deed</p> <p>Second Rent Account Charge means the second rent account charge dated 2 February 2010 between the Borrower and the Security Trustee</p> <p>Second TCP Assignment means the second assignment of rights under the term cost plan agreement dated 2 February 2010 between the Security Trustee and the Borrower</p> <p>Security Documents means the Rent Account Charge, the Security Deposit Account Charge, the Maintenance Reserves Account Charge, the Deed of Assignment, the Sales Agency and</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

Residual Value Deed, the Mortgage, the Proceeds Account Charge, the Proceeds Deed, the Bombardier Support Documents and the TCP Assignment

Security Deposit means all amounts payable pursuant to clause 5.2 of the Lease Agreement

Security Deposit Account Charge means the security deposit account charge entered into on 8 October 1999 between the Lessee (as chargor) and the Borrower (as chargee)

TCP Assignment means the assignment of rights under term cost plan agreement between the Lessee and the Security Trustee and, where the context requires, such term shall include a separate reference to the Second TCP Assignment

Transaction Documents means the Loan Agreement, the Security Documents, the Lease Agreement and each of the other documents falling within the definition of Transaction Documents as defined in clause 1.1 of the Lease Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2426112
CHARGE NO. 41**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND PROCEEDS ACCOUNT
CHARGE DATED 2 FEBRUARY 2010 AND CREATED BY
WALKER AVIATION LEASING (UK) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY
TO GE CORPORATE FINANCE BANK SAS (SECURITY TRUSTEE)
ON ANY ACCOUNT WHATSOEVER 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 15 FEBRUARY
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 FEBRUARY
2010

PO
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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES