

MG01

Particulars of a mortgage or charge

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

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COMPANIES HOUSE

For official use

1

Company details

Company number

0 2 4 2 6 1 1 2

Company name in full

Walker Aviation Leasing (UK) Limited (the **Borrower**)

→ 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 d6 m0 m6 y2 y0 y1 y1

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 new proceeds account charge in respect of one (1) Bombardier Q400
Aircraft Manufacturer's Serial No 4058 UK Registration Mark G-JEDJ dated
16 June 2011 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 2010 Master Transfer Agreement (the **Secured
Obligations**)

[Please see continuation sheets for definitions]

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 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

1.1 Charge

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

1.1.1 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) 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

1.1.2 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

[Please see continuation sheets for definitions]

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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 870)

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 866). 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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Particulars of a mortgage or 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 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 **Claire Hance** (0084020-0000037)

Company name
Allen & Overy LLP

Address
One Bishops Square

Post town
London

County/Region
Greater London

Postcode
E 1 6 A D

Country
United Kingdom

DX

Telephone
02030884341



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

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Particulars of a mortgage or charge

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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

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

Aircraft means 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 the Manufacturer and the Security Trustee

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 New Proceeds Account and includes any re-designation and any sub accounts thereof

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

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(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 on or about the date of the Deed, 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

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

New Account Bank means Barclays Bank PLC as the account bank of the New Proceeds Account

New Proceeds Account means the account in the name of the Borrower with the New Account Bank with sort code 20-30-47 and account number 47765455 and being designated "JEDJ-4058 PROCEEDS"

New Rent Account Charge means the new rent account charge dated 16 June 2011 between the Borrower and the Security Trustee

Proceeds Deed means the proceeds deed dated 1 July 2003 between, among others, Bombardier, the Borrower, the Bank, and the Security Trustee as amended from time to time

Remarketing Agreement means the remarketing agreement dated 1 July 2003 and entered into between the Manufacturer and the Borrower

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Short particulars

Sales Agency and Residual Value Deed means the sales agency and residual value deed dated 1 July 2003 between the Borrower and the Bank

Second Deed of Assignment means the second deed of assignment dated 2 February 2010 between the Borrower and the Security Trustee

Second Mortgage means the second mortgage dated 2 February 2010 between the Borrower and the Security Trustee

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 Lessee

Security Documents means the New Rent Account Charge, the Security Deposit Account Charge, the Maintenance Reserves Account Charge, the Deed of Assignment, the Sales Agency and Residual Value Deed, the Mortgage, the Deed, the Proceeds Deed, the Bombardier Support Documents and the TCP Assignment

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 dated 7 July 2005 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

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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. 45**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A NEW PROCEEDS ACCOUNT
CHARGE DATED 16 JUNE 2011 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 22 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JUNE 2011



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES