

MG01

Particulars of a mortgage or charge

11943/26



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

THURSDAY



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28/07/2011

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COMPANIES HOUSE

For official use

11610

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

1

Company details

Company number

03034606

Company name in full

easyJet Airline Company Limited (the Company)

2

Date of creation of charge

Date of creation

01/07/2011

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

Mortgage and Security Assignment between the Company, as owner, and the
Security Trustee relating to one (1) Airbus A320-214 Aircraft with
Manufacturer's Serial Number 4749 (the Assignment)

4

Amount secured

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

Amount secured

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 any of the Secured Parties by any Obligor
pursuant to any Transaction Document (the Secured
Obligations)

See the continuation pages for additional
definitions

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 Norddeutsche Landesbank Girozentrale (the Security Trustee)

Address Friedrichswall 10, 30159 Hannover

Federal Republic of Germany

Postcode

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 See the continuation pages

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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

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)

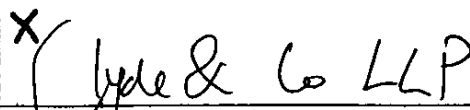
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate 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  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 JYP/GXH/1006862

Company name Clyde & Co LLP

Address 51 Eastcheap

Post town London

County/Region

Postcode E C 3 M 1 J P

Country United Kingdom

DX 1071 London/City

Telephone +44 (0) 20 7623 1244



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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Amount secured

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

Amount secured

Definitions

Accession Undertaking means an undertaking in substantially the form set out in Schedule 1 (*Form of Accession Undertaking*) of the Proceeds Deed

Affiliate means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Affiliate Subordination Letter means a subordination letter provided by an Affiliate of the Company to the Agent and the Security Trustee (on behalf of each of the Secured Parties) in connection with a Permitted Lease Agreement to that Affiliate of the Company substantially in the form set out in Schedule 15 (*Affiliate Subordination Letter*) of the Facility Agreement

Additional Borrower means a company which becomes a Borrower in accordance with Clause 23 (*Changes to the Obligors*) of the Facility Agreement

Agent means Norddeutsche Landesbank Girozentrale in its capacity as agent for and on behalf of the Finance Parties

Airbus Confirmation of Sale means the confirmation of sale relating to an Aircraft executed, or as the context may require, to be executed by the Aircraft Manufacturer in favour of the Company pursuant to the Purchase Agreement

Aircraft means all or any of them, as the context may require, of the First Aircraft, the Second Aircraft and the Third Aircraft, but only for so long as such Aircraft continues to be financed pursuant to the Facility Agreement

Aircraft Documents means, in relation to an Aircraft, all manuals, log books, technical data and other records and documents relating to such Aircraft maintained as required by the Aviation Authority and any applicable law in the State of Registration

Airframe means an Aircraft (excluding the Engines or any engines from time to time installed thereon) and the Parts thereof for the time being

Airframe Manufacturer means Airbus S A S

Airframe Warranties has the meaning given to the term Warranties in the Airframe Warranty Agreement

Airframe Warranty Agreement means, in respect of an Aircraft, the airframe warranty agreement entered into or, as the context may require, to be entered into, between the Company, (and Owner, if different), any Operator, the Airframe Manufacturer and the Security Trustee in relation to the Airframe Warranties

Approved State means (a) any member state of the European Union (as constituted on the date of the Proceeds Deed) other than Bulgaria, Estonia, Italy, Spain and Romania and (b) any member state of the European Free Trade Association (as constituted on the date of the Proceeds Deed)

Assigned Insurance Property means, in respect of an Aircraft, all of the right, title, interest (present and future, actual and contingent) of the Owner under any and all contracts or policies of insurance (including reinsurance) required to be effected and

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Amount secured	<p data-bbox="308 360 1046 387">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="308 456 1433 483">maintained in respect of the Aircraft whilst the Owner is not the operator of the Aircraft</p> <p data-bbox="308 512 1497 575">Assigned Property means (a) the Assigned Insurance Property and (b) the Assigned Requisition Proceeds Property</p> <p data-bbox="308 602 1497 692">Assigned Requisition Property means, in respect of an Aircraft, all of the right, title and interest (present and future, actual and contingent) of the Owner in respect of the Requisition Proceeds</p> <p data-bbox="308 719 1497 846">Aviation Authority means any person who shall from time to time be vested with the control and supervision of, who has jurisdiction over the registration, airworthiness and operation of the Aircraft or other matters relating to civil aviation in the State of Registration</p> <p data-bbox="308 873 1497 963">Borrower means (i) the Company or (ii) the relevant Additional Borrower unless it has ceased to be a Borrower in accordance with clause 23 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p data-bbox="308 990 1497 1079">Collateral means all of the property, rights, title, benefits, interests, assets, accounts and proceeds which are subject, or expressed or intended to be subject, to the Security created, or expressed or intended to be created, by the Security Documents</p> <p data-bbox="308 1106 1497 1234">Collateral Account means in respect of any Loan denominated in an Optional Currency, the account (denominated in the relevant Optional Currency) established by the relevant Borrower with the Royal Bank of Scotland PLC pursuant to Clause 5.6 of the Facility Agreement</p> <p data-bbox="308 1261 1497 1386">Collateral Account Security Agreement means, in relation to any Collateral Account, any document or instrument entered into or, as the context may require, to be entered into by the relevant Borrower and the Security Trustee (and/or any other Finance Party) which creates Security over the relevant Collateral Account in favour of the Finance Parties</p> <p data-bbox="308 1413 1497 1476">Delegate means any delegate, agent, attorney or co trustee appointed by the Security Trustee</p> <p data-bbox="308 1503 1497 1592">Delivery Documents means (i) the Airbus Confirmation of Sale and (ii) any other document, instrument or agreement which is agreed in writing by the Company and the Agent to be a Delivery Document and Delivery Document means any of them</p> <p data-bbox="308 1619 1497 1906">Deregistration Power of Attorney means, in relation to an Aircraft, (a) the irrevocable deregistration and export power of attorney for such Aircraft executed or, as the context may require, to be executed by the Operator of such Aircraft in favour of the Security Trustee and (b) if required by the Security Trustee having regard to applicable law and practices in the relevant State of Registration, the irrevocable deregistration and export power of attorney for such Aircraft executed or, as the context may require, to be executed by the Owner (if the Owner is not also the Operator) in favour of the Security Trustee, in each case substantially in the form set out in Schedule 14 (<i>Form of Power of Attorney</i>) of the Facility Agreement</p> <p data-bbox="308 1933 1497 2022">Engine Manufacturer means CFM International S A , a <i>société anonyme</i> organised and existing under the laws of France, having its principal place of business at 2 Boulevard du Général Martin Valin, 75015, Paris, France</p>	

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Particulars of a mortgage or charge

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	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Engine Warranties has the meaning given to the term Warranties in the Engine Warranty Agreement</p> <p>Engine Warranty Agreement means, in relation to an Aircraft, the engine warranty agreement entered into or, as the context may require, to be entered into, between the Company, (and Owner, if different), any Operator, the Engine Manufacturer and the Security Trustee in relation to the Engine Warranties</p> <p>Engine or Engines means, in respect of any Aircraft (a) any one or both (as the context may require) of the engines identified by manufacturer's serial number in Annex 2 of the Loan Supplement in respect of such Aircraft, whether or not from time to time installed on such Airframe or any other airframe, (b) any other engine which may from time to time be installed upon or attached to such Airframe which is or becomes the property of the Borrower and subject to the relevant Mortgage and (c) insofar as the same belong to the Owner, any and all appliances, instruments or accessories or other equipment or Parts of whatever nature from time to time relating to an engine referred to in (a) and (b) above whether or not installed on or attached to such engine and (d) insofar as the same belong to the Owner, all substitutions, replacements or renewals from time to time made on or to any item referred to in (a), (b) and (c) above in accordance with the Facility Agreement (but excluding any engine which has ceased to be an Engine and ceased to be subject to the Security Documents in accordance with the terms of the Facility Agreement)</p> <p>Facility means Facility 1, Facility 2 and Facility 3 as the context may require</p> <p>Facility 1 means the multicurrency term loan facility made available under the Facility Agreement in respect of the First Aircraft as described in clause 2 1 (<i>The Facilities</i>) of the Facility Agreement</p> <p>Facility 1 Loan means the loan made or to be made under Facility 1 or the principal amount outstanding for the time being of that loan</p> <p>Facility 2 means the multicurrency term loan facility made available under the Facility Agreement in respect of the Second Aircraft as described in clause 2 1 (<i>The Facilities</i>) of the Facility Agreement</p> <p>Facility 2 Loan means a loan made or to be made under Facility 2 or the principal amount outstanding for the time being of that loan</p> <p>Facility 3 means the multicurrency term loan facility made available under the Facility Agreement in respect of the Third Aircraft as described in clause 2 1 (<i>The Facilities</i>) of the Facility Agreement</p> <p>Facility 3 Loan means a loan made or to be made under Facility 3 or the principal amount outstanding for the time being of that loan.</p> <p>Facility Agreement means the \$95,000,000 facility agreement entered into between the Company, the Guarantor, the Agent, the Security Trustee and the Original Lenders in relation to the financing or refinancing of the Aircraft, dated 30 July 2010</p> <p>Facility Amendment Side Letter means a side letter to the Facility Agreement and the Proceeds Deed entered into between the Company, the Guarantor, the Agent, the Security</p>	

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4	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>
Amount secured	<p>Trustee and the Original Lender, dated 29 June 2011</p> <p>Finance Parties means each of the Lenders, the Agent and the Security Trustee and Finance Party means any of them</p> <p>First Aircraft means together, the First Aircraft Airframe, the First Aircraft Engines, the Parts relating thereto and the Aircraft Documents</p> <p>First Aircraft Airframe means the Airbus A320-214 airframe bearing manufacturer's serial number 4286, including all Parts relating to such airframe but excluding the Engines or any engines from time to time installed thereon</p> <p>First Aircraft Engines means, together, (a) the two (2) CFM56-5B4/3 engines manufactured by the Engine Manufacturer bearing manufacturer's serial numbers 699866 and 699873 (in each case whether or not installed on the Airframe and for so long as title to such engine is vested in the Company) and (b) any other engine relating to the Airframe (whether or not installed) in respect of which title is vested in the Company, including in each case all Parts relating to such engine (each, an Engine)</p> <p>Group means the Guarantor and its Affiliates for the time being</p> <p>Guarantor means easyJet plc, a company incorporated and existing under the laws of England (Company No 03959649) with its registered office at Hangar 89, London Luton Airport, Bedfordshire LU2 9PF, England</p> <p>Habitual Base means, in respect of an Aircraft, the jurisdiction in which the person with operational control maintains as the principal operational base of the Aircraft, which shall be an Approved State (unless otherwise agreed in writing by the Security Trustee)</p> <p>Holding Company means, in relation to a company or corporation, any other company of corporation in respect of which it is a Subsidiary</p> <p>Lender means</p> <ul style="list-style-type: none"> (a) any Original Lender, (b) a New Lender in accordance with Clause 22 (<i>Changes to the Lenders</i>) of the Facility Agreement, <p>which in each case had not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p>Loan means a Facility 1 Loan, a Facility 2 Loan or a Facility 3 Loan as the context may require</p> <p>Loan Supplement means, in respect of each Loan, the loan supplement entered into or, to be entered into as the case may require, between a Borrower and the Agent (for itself and as agent for the Lenders), substantially in the form set out in Schedule 4 (<i>Loan Supplement</i>) of the Facility Agreement</p> <p>Mortgage means, in respect of any Aircraft, (i) the Mortgage and Security Assignment and (ii) any other mortgage, pledge or other instrument creating Security over the relevant Aircraft executed from time to time by the relevant Owner in favour of the Security Trustee</p>

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

and/or the Finance Parties

Mortgage and Security Assignment means, *inter alia*, the Assignment

Obligor Accession Letter means a document substantially in the form set out in Schedule 16 (*Form of Obligor Accession Letter*) of the Facility Agreement

Obligor Resignation Letter means a letter substantially in the form set out in Schedule 17 (*Form of Obligor Resignation Letter*) of the Facility Agreement

Obligors means, in respect of any Facility, the relevant Borrower and the Guarantor

Operator means, in respect of an Aircraft, the Owner or if the Owner has entered into a lease agreement in respect of such Aircraft pursuant to Schedule 11 (*Operational Covenants*) of the Facility Agreement the relevant Permitted Lessee

Optional Currency means either Sterling or euro

Original Lender means Norddeutsche Landesbank Girozentrale in its capacity as original lender

Owner means, in respect of an Aircraft and any Loan related to that Aircraft, the Borrower in respect of such Loan who shall have title to that Aircraft

Parts means any appliance, accessory, instrument, navigational and communications equipment, furnishing, module, component, and other parts and equipment of whatever nature (other than complete Engines or engines), that may from time to time be incorporated or installed in or attached to any Airframe or Engine title to which is vested in the Owner

Party means, in respect of any Transaction Document, a party to such Transaction Document

Permitted Lease Agreement means an aircraft lease agreement between the Owner and the Permitted Lessee in respect of an Aircraft that complies with Schedule 13 (*Permitted Leasing*) of the Facility Agreement

Permitted Lessee means any solvent and duly certified commercial passenger airline whose jurisdiction of incorporation and Habitual Base are each not a Prohibited Country

Proceeds Deed means the proceeds deed entered into between the Company, the Guarantor, the Agent, the Security Trustee and the Original Lenders

Prohibited Country means, in relation to an Aircraft, any country

- (a) to which the export and/or use of such Aircraft or an aircraft of the same model as such Aircraft with engines of the same model as are attached thereto is prohibited under (i) any United Nations sanctions or (ii) the Council Regulation (EC) No 149/2003 which updates and amends Council Regulation (EC) No 1334/2000 or equivalent European Union sanctions,
- (b) that imposes absolute or strict liability for financiers of aircraft

Purchase Agreement means the aircraft purchase agreement dated 30 December 2002

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

as amended and restated pursuant to a Deed of Confirmation dated 11 March 2003 between the Airframe Manufacturer, the Company and the Guarantor in respect of certain aircraft including the Aircraft, as the same has been further amended prior to the date of the Proceeds Deed

Receiver means a receiver or receiver and manager or administrative receiver of the whole or part of the Collateral

Requisition Proceeds means, in respect of any Aircraft, any moneys or other compensation receivable by the Owner or the Operator from any government (whether civil, military or *de facto*) or public or local authority in relation to the Aircraft, any Engine or Part in the event of its requisition for title, confiscation, restraint, detention, forfeiture or any compulsory acquisition or seizure by or under the order of any such government or public or local authority, but excluding requisition for use or hire not involving requisition for title

Second Aircraft means together, the Second Aircraft Airframe, the Second Aircraft Engines, the Parts relating thereto and the Aircraft Documents

Second Aircraft Airframe means the Airbus A320-214 airframe bearing manufacturer's serial number 4591, including all Parts relating to such airframe but excluding the Engines or any engines from time to time installed thereon

Second Aircraft Engines means, together, (a) the two (2) CFM56-5B4/3 engines manufactured by the Engine Manufacturer bearing manufacturer's serial numbers 643336 and 643338 (in each case whether or not installed on the Airframe and for so long as title to such engine is vested in the Company) and (b) any other engine relating to the Airframe (whether or not installed) in respect of which title is vested in the Company, including in each case all Parts relating to such engine (each, an **Engine**)

Secured Parties means the Security Trustee, any Receiver or Delegate, the Agent and each Lender

Security means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind or any other rights of, or arrangement with, any creditor to have its claims satisfied in priority to other creditors with, or from the proceeds of, any asset or any other agreement or arrangement having a similar effect

Security Documents means (i) each Mortgage, each Airframe Warranty Agreement, each Engine Warranty Agreement, each Collateral Account Security Agreement and each Deregistration Power of Attorney and (ii) any other document, instrument or agreement which is agreed from time to time by a Borrower and the Agent to be a Security Document (including, in each case, all notices, official or court notifications, recordings, acknowledgements and consents required to be issued in accordance with the terms thereof or in order to perfect any of the foregoing agreements)

State of Registration means in respect of any Aircraft, the jurisdiction in which such Aircraft is registered from time to time pursuant to paragraph 1.12 of Schedule 11 (*Operational Covenants*) of the Facility Agreement, which shall be an Approved State (unless otherwise agreed in writing by the Security Trustee)

Subordination Acknowledgement means an acknowledgement of subordination provided by a Permitted Lessee to the Agent and the Security Trustee (on behalf of the

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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

Secured Parties)

Subsidiary means in relation to any company or corporation, a company or corporation

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation, or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

Third Aircraft means together, the Third Aircraft Airframe, the Third Aircraft Engines, the Parts relating thereto and the Aircraft Documents

Third Aircraft Airframe means the Airbus A320-214 airframe bearing manufacturer's serial number 4749, including all Parts relating to such airframe but excluding the Engines or any engines from time to time installed thereon

Third Aircraft Engines means, together, (a) the two (2) CFM56-5B4/3 engines manufactured by the Engine Manufacturer bearing manufacturer's serial numbers 643509 and 643510 (in each case whether or not installed on the Airframe and for so long as title to such engine is vested in the Company) and (b) any other engine relating to the Airframe (whether or not installed) in respect of which title is vested in the Company, including in each case all Parts relating to such engine (each, an **Engine**)

Transaction Documents means (i) the Facility Agreement, the Proceeds Deed, the Security Documents, each Loan Supplement, the Facility Amendment Side Letter, the Delivery Documents, any Obligor Accession Letter, any Obligor Resignation Letter, any Accession Undertaking, any Affiliate Subordination Letter and any Subordination Acknowledgement and (ii) any other document, instrument or agreement which is agreed in writing by the Company and the Agent to be a Transaction Document and **Transaction Document** means any of them

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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

Short particulars of all the property mortgaged or charged

- 1 1 As a continuing security for the payment, performance and discharge of the Secured Obligations, the Company has mortgaged to the Security Trustee on behalf of the Secured Parties all of its right, title and interest, present and future, in the Aircraft by way of first fixed legal mortgage and with full title guarantee
- 1 2 If, in accordance with the Transaction Documents, (a) a replacement engine has been substituted for an engine then (i) such replacement engine shall upon such substitution become subject to the Mortgage and Security Assignment and (ii) such replaced Engine shall thereupon cease to be subject to the Mortgage and Security Assignment or (b) a replacement part has been substituted for a Part, then (i) such replacement part shall upon such substitution become subject to the Mortgage and Security Assignment and (ii) such replaced Part shall thereupon cease to be subject to the Mortgage and Security Assignment
- 1 3 As a continuing security for the payment, performance and discharge of the Secured Obligations, the Company has assigned and agreed to assign with full title guarantee and by way of first priority security to the Security Trustee, on behalf of the Secured Parties, all of its right, title and interest, present and future, in the Assigned Property
- 1 4 Notwithstanding and in addition to the assignment of the Assigned Property in accordance with clause 2 3 of the Mortgage and Security Assignment, as security for payment and discharge by the Company of the Secured Obligations, the Company has charged, with full title guarantee and by way of first fixed charge, in favour of the Security Trustee any part of the Assigned Property that has not been assigned pursuant to clause 2 3 of the Mortgage and Security Assignment
- 2 **Negative Pledge**
- 2 1 Pursuant to paragraph 1 4 1 of Schedule 9 to the Facility Agreement, the Company has covenanted with the Security Trustee that no Obligor shall (and the Guarantor shall ensure than no other member of the Group will) create or permit to subsist any Security over any part of the Collateral other than Permitted Security
- 2 2 Pursuant to paragraph 1 4 2 of Schedule 9 to the Facility Agreement, the Company has covenanted with the Security Trustee that no Obligor shall (and the Guarantor shall ensure than no other member of the Group will)
 - (a) sell, transfer or otherwise dispose of any part of the Collateral without the prior written consent of the Agent, or
 - (b) except with the prior written consent of the Security Trustee, agree to any variation of any of the Collateral or release any party thereto from its, or waive any breach of any party's, obligations under the Collateral or consent to any act or omission which would otherwise constitute a breach of any of the Transaction Documents in relation to the Collateral
- 3 **Further Assurances**

The Company has agreed, at the request of the Security Trustee and at no cost to the Company, to do or execute any further assurances and documents as may

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

be required by law or reasonably requested by the Security Trustee, or as may be necessary to establish and maintain the rights of the parties secured under the Mortgage and Security Assignment, and generally to carry out the true intent of the Mortgage and Security Assignment



FILE COPY

07

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3034606

CHARGE NO. 160

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE AND SECURITY
ASSIGNMENT DATED 19 JULY 2011 AND CREATED BY
EASYJET AIRLINE COMPANY LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO
ANY OF THE SECURED PARTIES 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 28 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES