

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☐ **What this form**
You cannot use
a statement of
or in part of a fi
company regist
do this, please

MONDAY



i, please
at
gov.uk

1 Company details

Company number 03034606

Company name in full easyJet Airline Company Limited (the "Owner")

136 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 Creation of charge

Date charge created d3 d0 m0 m7 y2 y0 y1 y0

Description 1 Mortgage and Security Assignment (the "Mortgage and
Security Assignment")

Date of registration 2 d1 d6 m0 m8 y2 y0 y1 y0

- 1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- 2 The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name BTMU (EUROPE) LIMITED (the "Security Trustee")

Address Ropemaker Place, 25 Ropemaker Street
London

Postcode EC2Y 9AN

Name

Address

Postcode

Name

Address

Postcode

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

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4 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

The Owner has acknowledged to the Security Trustee that the amount secured by the Mortgage and Security Assignment and in respect of which the Mortgage and Security Assignment and the security created by it is enforceable is the full amount of the Secured Obligations for the time being and from time to time and has covenanted with the Security Trustee that the property mortgaged is so mortgaged for the full payment, performance and discharge of the Secured Obligations for the time being and from time to time

As a continuing security for the payment, performance and discharge of the Secured Obligations, the Owner 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 priority fixed legal mortgage

As a continuing security for the payment, performance and discharge of the Secured Obligations, the Owner has assigned and has agreed to assign with full title guarantee to the Security Trustee, on behalf of the Secured Parties, all of its right, title and interest, present and future, in the Assigned Property

Neither the Security Trustee nor any of the Secured Parties shall be under any obligation in relation to the Assigned Property as a consequence of this Mortgage and Security Assignment and the Owner shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Assigned Property

Unless defined elsewhere on this Form MG02, please see the attached MG02 continuation page in section 4 (Short particulars of the property mortgaged or charged) of this form for the defined terms which are used throughout this Form MG02 (including in such continuation page)

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP

X

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

CHFP025

05/10 Version 4.0

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

Contact name James Bradley

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

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



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



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

MG02 - continuation page

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"**Agent**" means The Bank of Tokyo-Mitsubishi UFJ, Ltd in its capacity as agent of the Lenders

"**Aircraft**" means one Airbus A320-214 aircraft bearing manufacturer's serial number 4234

"**Assigned Property**" means (a) the Assigned Insurance Property and (b) the Assigned Requisition Proceeds Property

"**Assigned Insurance Property**" means, in respect of the Aircraft, all of the right, title and 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 maintained in respect of the Aircraft

"**Assigned Requisition Proceeds Property**" means, in respect of the Aircraft, all of the right, title and interest (present and future, actual and contingent) of the Owner in respect of the Requisition Proceeds

"**Borrower**" means easyJet Airline Company Limited

"**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 (*as defined in the Proceeds Deed*)

"**Delegate**" means any delegate, agent, attorney or co trustee appointed by the Security Trustee

"**Facility**" means Facility 1 and Facility 2 as the context may require

"**Facility 1**" means the multicurrency term loan facility made available under the Facility Agreement in respect of the First Aircraft (*as defined in the Proceeds Deed*)

"**Facility 2**" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Second Aircraft (*as defined in the Proceeds Deed*)

"**Facility Agreement**" means the facility agreement dated 22 July 2010 between the Original Borrower, the Guarantor, the Agent, the Security Trustee and the Original Lenders in relation to the financing or refinancing of the Aircraft.

"**Guarantor**" means easyJet Plc

"**Lenders**" means any Original Lender and any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 23 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms 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 of such Aircraft 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 (*as defined in the Proceeds Deed*)

"**Original Borrower**" means easyJet Airline Company Limited

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Original Lender" means The Bank of Tokyo-Mitsubishi UFJ, Ltd

"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 (*as defined in the Proceeds Deed*) or engines), that may from time to time be incorporated or installed in or attached to any Airframe (*as defined in the Proceeds Deed*) or Engine title to which is vested in the Owner

"Party" means in respect of any Transaction Document (*as defined in the Proceeds Deed*), a party to such Transaction Document

"Proceeds Deed" means the proceeds deed dated 22 July 2010 between the Original Borrower, the Guarantor, the Agent, the Security Trustee and the Original Lenders

"Receiver" means means a receiver or receiver and manager or administrative receiver of the whole or any 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 of title

"Secured Obligations" means means 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

"Secured Parties" means 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