

# MG01

## Particulars of a mortgage or charge



106777/13

### 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 a  
company. To do this, please  
use form MG01s

MONDAY



LD3 10/10/2011 93  
COMPANIES HOUSE

### 1 Company details

Company number 03034606

Company name in full **EASYJET AIRLINE COMPANY LIMITED**  
the "Owner"

167 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 28/09/2011

### 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 (the "Mortgage and Security Assignment") dated 28  
September 2011 between the Owner and Crédit Agricole Corporate and Investment Bank as  
Security Trustee ("the Security Trustee")

### 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")

Unless defined elsewhere in this Form MG01, please see the  
attached MG01 continuation page 1 for the defined terms which are  
used throughout this Form MG01 (including in such continuation  
page)

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

# MG01

## Particulars of a mortgage or charge

### 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 Crédit Agricole Corporate and Investment Bank

Address 9 Quai du Président, Paul Doumer

Paris la Défense Cedex, France

Postcode 9 2 9 2 0

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

According to Clause 2 2 of the Deed, as a continuing security for the payment, performance and discharge of the Secured Obligations, the Owner mortgages 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

According to Clause 2 3 1 of the Deed, as a continuing security for the payment, performance and discharge of the Secured Obligations, the Owner assigns and agrees 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

According to Clause 2 4 of the Deed, notwithstanding and in addition to the assignment of the Assigned Property in accordance with Clause 2 (*Assignment*) of the Deed, as security for payment and discharge by the Owner of the Secured Obligations, the Owner charges, 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 (*Assignment*) of the Deed

#### NEGATIVE PLEDGE AND FURTHER ASSURANCE

The Mortgage and Security Assignment contains covenants for further assurances and a negative pledge

Unless defined elsewhere in this Form MG01, please see the attached MG01 continuation page 1 for the defined terms which are used throughout this Form MG01 (including in such continuation page)

# MG01

## Particulars of a mortgage or charge

### 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 N/A

### 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 *Clippord Chance LLP*

X

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

# MG01

## 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 Per Lindberg

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country England

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

| 4              | Amount secured   |  |
|----------------|--|--|
|                | Please give us details of the amount secured by the mortgage or charge   |  |
| Amount secured | <p><b>Definitions</b></p> <p>"<b>Accession Undertaking</b>" means an undertaking in substantially the form set out in Schedule 1 (<i>Form of Accession Undertaking</i>) of the Proceeds Deed</p> <p>"<b>Additional Borrower</b>" means a company which becomes a Borrower in accordance with Clause 24 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>"<b>Affiliate Subordination Letter</b>" means a subordination letter provided by an Affiliate of the Original Borrower 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 Original Borrower substantially in the form set out in Schedule 15 (<i>Subordination Letter</i>) of the Facility Agreement</p> <p>"<b>Affiliate</b>" 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</p> <p>"<b>Agent</b>" means Crédit Agricole Corporate and Investment Bank in its capacity as agent for and on behalf of the Finance Parties</p> <p>"<b>Airbus Confirmation of Sale</b>" means the confirmation of sale relating to an Aircraft executed, or as the context may require, to be executed by the Airframe Manufacturer in favour of the Original Borrower pursuant to the Purchase Agreement</p> <p>"<b>Aircraft Documents</b>" 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</p> <p>"<b>Aircraft</b>" means Airbus A320-214 aircraft with manufacturer's serial number 3979, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto</p> <p>"<b>Airframe</b>" means an Aircraft (excluding the Engines or any engines from time to time installed thereon) and the Parts thereof for the time being</p> <p>"<b>Airframe Manufacturer</b>" means Airbus S A.S.</p> <p>"<b>Airframe Warranties</b>" has the meaning given to the term "Warranties" in the Airframe Warranty Agreement</p> <p>"<b>Airframe Warranty Agreement</b>" means, in respect of an Aircraft, the airframe warranty agreement entered into on 28 September 2011 between the Original Borrower, (and Owner, if different), any Operator, the Airframe Manufacturer and the Security Trustee in relation to the Airframe Warranties</p> <p>"<b>Assigned Insurance Property</b>" means, in respect of an 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 whilst that Owner is not the operator of the Aircraft</p> |  |

# MG01 - continuation page

## Particulars of a mortgage or charge

| 4              | Amount secured   |  |
|----------------|--|--|
| Amount secured | Please give us details of the amount secured by the mortgage or charge | <p><b>"Assigned Property"</b> means (a) the Assigned Insurance Property and (b) the Assigned Requisition Proceeds Property</p> <p><b>"Assigned Requisition Proceeds Property"</b> 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><b>"Borrower"</b> means (i) the Original Borrower or (ii) the relevant Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 24 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p><b>"Collateral"</b> 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><b>"Deed of Confirmation"</b> means the agreement dated 11 March 2003 between the Airframe Manufacturer, the Original Borrower and the Guarantor in respect of certain aircraft including the Aircraft, as amended.</p> <p><b>"Delegate"</b> means any delegate, agent, attorney or co trustee appointed by the Security Trustee</p> <p><b>"Delivery Documents"</b> means (i) the Airbus Confirmation of Sale and (ii) any other document, instrument or agreement which is agreed in writing by the Original Borrower and the Agent to be a Delivery Document and <b>"Delivery Document"</b> means any of them</p> <p><b>"Deregistration Power of Attorney"</b> means the irrevocable deregistration and export power of attorney executed on 28 September 2011 by each Owner in favour of the Security Trustee in respect of each Aircraft, substantially in the form set out in Schedule 14 (<i>Form of Power of Attorney</i>) of the Facility Agreement</p> <p><b>"Eighth Aircraft"</b> means the Airbus A320-214 aircraft as more particularly described in the Loan Supplement relating to Facility 8, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto.</p> <p><b>"Engine"</b> or <b>"Engines"</b> 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 3 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</p> |

# MG01 - continuation page

## Particulars of a mortgage or charge

| 4              | Amount secured  |  |
|----------------|---|--|
|                | Please give us details of the amount secured by the mortgage or charge  |  |
| Amount secured | <p>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><b>"Engine Manufacturer"</b> 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> <p><b>"Engine Warranty Agreement"</b> means, in relation to an Aircraft, the engine warranty agreement entered into on 28 September 2011 between the Original Borrower, (and Owner, if different), any Operator, the Engine Manufacturer and the Security Trustee in relation to the Engine Warranties</p> <p><b>"Engine Warranties"</b> has the meaning given to the term "Warranties" in each Engine Warranty Agreement</p> <p><b>"Facility"</b> means Facility 1, Facility 2, Facility 3, Facility 4, Facility 5, Facility 6, Facility 7, Facility 8, Facility 9 and Facility 10, as the context may require.</p> <p><b>"Facility 1"</b> 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><b>"Facility 1 Loan"</b> 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><b>"Facility 2"</b> 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><b>"Facility 2 Loan"</b> 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><b>"Facility 3"</b> 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><b>"Facility 3 Loan"</b> 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><b>"Facility 4"</b> means the multicurrency term loan facility made available under the Facility Agreement in respect of the Fourth Aircraft as described in Clause 2.1 (<i>The Facilities</i>) of the Facility Agreement.</p> <p><b>"Facility 4 Loan"</b> means the loan made or to be made under Facility 4 or the principal amount outstanding for the time being of that loan</p> <p><b>"Facility 5"</b> means the multicurrency term loan facility made available under the Facility</p> |  |

# MG01 - continuation page

## Particulars of a mortgage or charge

| 4              | Amount secured  |  |
|----------------|---|--|
|                | Please give us details of the amount secured by the mortgage or charge  |  |
| Amount secured | <p>Agreement in respect of the Fifth Aircraft as described in Clause 2 1 (<i>The Facilities</i>) of the Facility Agreement</p> <p><b>"Facility 5 Loan"</b> means a loan made or to be made under Facility 5 or the principal amount outstanding for the time being of that loan</p> <p><b>"Facility 6"</b> means the multicurrency term loan facility made available under the Facility Agreement in respect of the Sixth Aircraft as described in Clause 2 1 (<i>The Facilities</i>) of the Facility Agreement</p> <p><b>"Facility 6 Loan"</b> means the loan made or to be made under Facility 6 or the principal amount outstanding for the time being of that loan</p> <p><b>"Facility 7"</b> means the multicurrency term loan facility made available under the Facility Agreement in respect of the Seventh Aircraft as described in clause 2 1 (<i>The Facilities</i>) of the Facility Agreement.</p> <p><b>"Facility 7 Loan"</b> means the loan made or to be made under Facility 7 or the principal amount outstanding for the time being of that loan</p> <p><b>"Facility 8"</b> means the multicurrency term loan facility made available under the Facility Agreement in respect of the Eighth Aircraft as described in clause 2 1 (<i>The Facilities</i>) of the Facility Agreement</p> <p><b>"Facility 8 Loan"</b> means the loan made or to be made under Facility 8 or the principal amount outstanding for the time being of that loan</p> <p><b>"Facility 9"</b> means the multicurrency term loan facility made available under the Facility Agreement in respect of the Ninth Aircraft as described in clause 2 1 (<i>The Facilities</i>) of the Facility Agreement</p> <p><b>"Facility 9 Loan"</b> means the loan made or to be made under Facility 9 or the principal amount outstanding for the time being of that loan</p> <p><b>"Facility 10"</b> means the multicurrency term loan facility made available under the Facility Agreement in respect of the Tenth Aircraft as described in clause 2 1 (<i>The Facilities</i>) of the Facility Agreement</p> <p><b>"Facility 10 Loan"</b> means the loan made or to be made under Facility 10 or the principal amount outstanding for the time being of that loan</p> <p><b>"Facility Agreement"</b> means the facility agreement dated 20 December 2007 as amended, supplemented, novated and acceded to from time to time between, <i>inter alios</i>, the Original Borrower, the Guarantor, the Agent, the Security Trustee and the financial institutions defined</p> |  |



# MG01 - continuation page

## Particulars of a mortgage or charge

| 4              | Amount secured   |  |
|----------------|--|--|
|                | Please give us details of the amount secured by the mortgage or charge   |  |
| Amount secured | <p>therein as lenders</p> <p>"<b>Fifth Aircraft</b>" means the Airbus A319-111 aircraft as more particularly described in the Loan Supplement relating to Facility 5, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto</p> <p>"<b>Finance Parties</b>" means each of the Lenders, the Agent and the Security Trustee and "<b>Finance Party</b>" means any of them</p> <p>"<b>First Aircraft</b>" means the Airbus A319-111 aircraft as more particularly described in the Loan Supplement relating to Facility 1, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto</p> <p>"<b>Fourth Aircraft</b>" means the Airbus A319-111 aircraft as more particularly described in the Loan Supplement relating to Facility 4, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto</p> <p>"<b>Guarantor</b>" 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>"<b>Habitual Base</b>" 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 (unless consented to by the Agent) shall be a place within the European Union or a member state of the European Free Trade Association (in each case, as constituted at 1 November 2007)</p> <p>"<b>Lender</b>" means:</p> <ul style="list-style-type: none"> <li>(a) any Original Lender, and</li> <li>(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (<i>Changes to the Lenders</i>) of the Facility Agreement,</li> </ul> <p>which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.</p> <p>"<b>Loan</b>" means a Facility 1 Loan, a Facility 2 Loan, Facility 3 Loan, Facility 4 Loan, Facility 5 Loan, Facility 6 Loan, Facility 7 Loan, Facility 8 Loan, Facility 9 Loan or Facility 10 Loan, as the context may require</p> <p>"<b>Loan Supplement</b>" means, in respect of each Loan, the loan supplement entered into or, to be entered into as the context 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</p> |  |

# MG01 - continuation page

## Particulars of a mortgage or charge

| 4              | Amount secured  |  |
|----------------|---|--|
|                | Please give us details of the amount secured by the mortgage or charge  |  |
| Amount secured | <p>Agreement</p> <p><b>"Mortgage"</b> 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 and/or the Finance Parties</p> <p><b>"Ninth Aircraft"</b> means the Airbus A320-214 aircraft as more particularly described in the Loan Supplement relating to Facility 9, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto</p> <p><b>"Obligors"</b> means, in respect of any Facility, the relevant Borrower and the Guarantor</p> <p><b>"Obligor Accession Letter"</b> means a document substantially in the form set out in Schedule 16 (<i>Form of Obligor Accession Letter</i>) of the Facility Agreement</p> <p><b>"Obligor Resignation Letter"</b> means a letter substantially in the form set out in Schedule 17 (<i>Form of Obligor Resignation Letter</i>) of the Facility Agreement</p> <p><b>"Operator"</b> 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 (<i>Operational Covenants</i>) of the Facility Agreement the relevant Permitted Lessee</p> <p><b>"Original Borrower"</b> means easyJet Leasing Limited, a company incorporated and existing under the laws of the Cayman Islands, having its registered office at F C M Ltd , P O Box 1982, Governor's Square, #1-205 West Bay Road, Grand Cayman, KY1-1104, Cayman Islands</p> <p><b>"Original Lender"</b> means the financial institutions listed in Schedule 1 (<i>The Original Lenders</i>) of the Facility Agreement as lenders</p> <p><b>"Parts"</b> 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</p> <p><b>"Party"</b> means, in respect of any Transaction Document, a party to such Transaction Document</p> <p><b>"Permitted Lease Agreement"</b> means an aircraft lease agreement between the Owner and the Permitted Lessee in respect of an Aircraft that complies with Schedule 13 (<i>Permitted Leasing</i>) of the Facility Agreement</p> <p><b>"Permitted Lessee"</b> means any solvent and duly certified commercial passenger airline whose jurisdiction of incorporation and Habitual Base are each not a Prohibited Country</p> <p><b>"Proceeds Deed"</b> means the proceeds deed dated 20 December 2007 between the Original</p> |  |

# MG01 - continuation page

## Particulars of a mortgage or charge

| 4              | Amount secured  |  |
|----------------|---|--|
| Amount secured | <p data-bbox="331 347 1062 380">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="331 448 1331 481">Borrower, the Guarantor, the Agent, the Security Trustee and the Original Lenders.</p> <p data-bbox="331 510 1133 544"><b>"Prohibited Country"</b> means, in relation to an Aircraft, any country</p> <ul style="list-style-type: none"> <li data-bbox="411 577 1449 757">(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) 1334/2000 or equivalent European Union Sanction,</li> <li data-bbox="411 786 1224 819">(b) that imposes absolute or strict liability for financiers of aircraft</li> </ul> <p data-bbox="331 851 1431 992"><b>"Purchase Agreement"</b> means the aircraft purchase agreement dated 30 December 2002 as amended and restated pursuant to a Deed of Confirmation dated 11 March 2003 between the Airframe Manufacturer, the Original Borrower and the Guarantor in respect of certain aircraft including the Aircraft, as the same has been further amended prior to the date of this Deed</p> <p data-bbox="331 1014 1500 1081"><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Collateral</p> <p data-bbox="331 1115 1484 1332"><b>"Requisition Proceeds"</b> 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 <i>de facto</i>) 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</p> <p data-bbox="331 1355 1490 1503"><b>"Second Aircraft"</b> means the Airbus A319-111 aircraft as more particularly described in the Loan supplement relating to Facility 2, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto</p> <p data-bbox="331 1525 1426 1592"><b>"Secured Parties"</b> means the Security Trustee, any Receiver or Delegate, the Agent and each Lender</p> <p data-bbox="331 1626 1490 1771"><b>"Security"</b> 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</p> <p data-bbox="331 1794 1500 2011"><b>"Security Documents"</b> means (i) each Mortgage, each Airframe Warranty Agreement, each Engine Warranty 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)</p> |  |

# MG01 - continuation page

## Particulars of a mortgage or charge

| 4              | Amount secured  |  |
|----------------|---|--|
|                | Please give us details of the amount secured by the mortgage or charge  |  |
| Amount secured | <p>"<b>Subordination Acknowledgement</b>" means an acknowledgement of subordination provided by a Permitted Lessee to the Agent and the Security Trustee (on behalf of each of the Secured Parties)</p> <p>"<b>Seventh Aircraft</b>" means the Airbus A320-214 aircraft as more particularly described in the Loan Supplement relating to Facility 7, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto.</p> <p>"<b>Sixth Aircraft</b>" means the Airbus A319-111 aircraft as more particularly described in the Loan Supplement relating to Facility 6, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto</p> <p>"<b>Tenth Aircraft</b>" means the Airbus A320-214 aircraft as more particularly described in the Loan Supplement relating to Facility 10, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto</p> <p>"<b>Third Aircraft</b>" means the Airbus A319-111 aircraft as more particularly described in the Loan Supplement relating to Facility 3, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto</p> |  |



## **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. 167**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE AND SECURITY  
ASSIGNMENT DATED 28 SEPTEMBER 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 10 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 OCTOBER  
2011

*Ag*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES