

MG01

Particulars of a mortgage or charge



106757/13

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**
You cannot use this form to register
particulars of a charge
company. To do this, please use
form MG01s

MONDAY



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COMPANIES HOUSE

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1 Company details

Company number 03034606

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

184 For official use

→ **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 27/09/2011

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 27th
September 2011 between the Owner and The Bank of Tokyo-Mitsubishi UFJ, Limited 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

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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 Bank of Tokyo-Mitsubishi UFJ, Limited

Address 12-15 Finsbury Circus

London

Postcode E C 2 M 7 B T

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)

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
Commission, allowance or discount	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p> <p>N/A</p>	
8	Delivery of instrument	
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X <i>Clifford Chance LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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 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 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

"Additional Borrower" means a company which becomes a Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement

"Affiliate Subordination Letter" 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 (*Subordination Letter*) of the Facility Agreement

"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

"Agent" means The Bank of Tokyo-Mitsubishi UFJ, Ltd 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 Airframe Manufacturer in favour of the Original Borrower pursuant to the Purchase 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

"Aircraft" means Airbus A319-111 aircraft with manufacturer's serial number 4056, 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

"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 on 27 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

"Assigned Insurance Property" 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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>whilst that Owner is not the operator of the Aircraft</p> <p>"Assigned Property" means (a) the Assigned Insurance Property and (b) the Assigned Requisition Proceeds Property</p> <p>"Assigned Requisition Proceeds 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>"Borrower" 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>"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>"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 amended</p> <p>"Delegate" means any delegate, agent, attorney or co trustee appointed by the Security Trustee</p> <p>"Delivery Documents" 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 "Delivery Document" means any of them</p> <p>"Deregistration Power of Attorney" means the irrevocable deregistration and export power of attorney executed on 27 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>"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 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 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>"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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	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Engine Warranty Agreement" means, in relation to an Aircraft, the engine warranty agreement entered into on 27 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>"Engine Warranties" has the meaning given to the term "Warranties" in each Engine Warranty Agreement.</p> <p>"Facility" means Facility 1, Facility 2, Facility 3, Facility 4 and Facility 5 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 4" 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>"Facility 4 Loan" 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>"Facility 5" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Fifth Aircraft as described in Clause 2.1 (<i>The Facilities</i>) of the Facility Agreement.</p> <p>"Facility 5 Loan" means the loan made or to be made under Facility 5 or the principal amount outstanding for the time being of that loan</p> <p>"Facility Agreement" means the facility agreement dated 20 December 2007 as amended,</p>	

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	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>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 therein as lenders</p> <p>"Fifth Aircraft" 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>"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 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>"Fourth Aircraft" 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>"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 (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>"Lender" means:</p> <ul style="list-style-type: none"> (a) any Original Lender; and (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, <p>which in each case has 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, Facility 3 Loan, Facility 4 Loan or a Facility 5 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 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>	

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	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>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 and/or the Finance Parties</p> <p>"Obligors" means, in respect of any Facility, the relevant Borrower and the Guarantor</p> <p>"Obligor Accession Letter" 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>"Obligor Resignation Letter" 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>"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 (<i>Operational Covenants</i>) of the Facility Agreement the relevant Permitted Lessee</p> <p>"Original Borrower" 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>"Original Lender" means the financial institutions listed in Schedule 1 (<i>The Original Lenders</i>) of the Facility Agreement as lenders</p> <p>"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</p> <p>"Party" means, in respect of any Transaction Document, a party to such Transaction Document</p> <p>"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 (<i>Permitted Leasing</i>) of the Facility Agreement</p> <p>"Permitted Lessee" means any solvent and duly certified commercial passenger airline whose jurisdiction of incorporation and Habitual Base are each not a Prohibited Country</p> <p>"Proceeds Deed" means the proceeds deed dated 20 December 2007 between the Original Borrower, the Owner (by accession), easyJet plc as guarantor, The Bank of Tokyo-Mitsubishi UFJ, Ltd as agent, the security trustee and the lenders (as defined therein)</p> <p>"Prohibited Country" means, in relation to an Aircraft, any country</p> <p>(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</p>	

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Amount secured	<p>149/2003 which updates and amends Council Regulation (EC) 1334/2000 or equivalent European Union Sanction;</p> <p>(b) that imposes absolute or strict liability for financiers of aircraft</p> <p>"Purchase Agreement" 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>"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Collateral</p> <p>"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 <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>"Second Aircraft" 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>"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Agent and each Lender</p> <p>"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.</p> <p>"Security Documents" 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> <p>"Subordination Acknowledgement" 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>"Third Aircraft" 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</p>	

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Amount secured

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

Amount secured

and, where the context so admits, the Aircraft Documents relating thereto

"Transaction Documents" means (i) the Facility Agreement, the Proceeds Deed, the Security Documents, each Loan Supplement, 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 Original Borrower and the Agent to be a Transaction Document and



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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. 3034606
CHARGE NO. 184

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE AND SECURITY
ASSIGNMENT DATED 27 SEPTEMBER 2011 AND CREATED BY
EASYJET AIRLINE COMPANY LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE BY 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



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES