

MG01

Particulars of a mortgage or charge

103407/91



IRIS
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

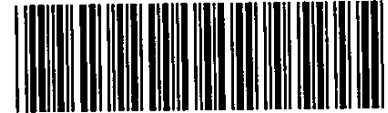
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

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

WEDNESDAY



L1RSCAB

LD2

03/10/2012

#119

COMPANIES HOUSE

For official use

194

Filing 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

0 3 0 3 4 6 0 6

Company name in full

EASYJET AIRLINE COMPANY LIMITED

2

Date of creation of charge

Date of creation

d2 d5 m0 m9 y2 y0 y1 y2

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 Mortgagor and THE BANK OF
TOKYO-MITSUBISHI UFJ, LTD. (the "Mortgagee") under which the Mortgagor
mortgages in favour of the Mortgagee all its right, title and interest,
present and future, in the Aircraft (the "Mortgage")

4

Amount secured

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

Amount secured

The capitalised terms are defined in the Schedule
on the continuation pages to this entry.

The mortgage secures the "**Secured Obligations**",
which 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.

Continuation page

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

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Schedule

"Acceded Borrower" means EASYJET STERLING LIMITED, an exempted company incorporated with limited liability under the laws of the Cayman Islands and having its registered office at the offices of F.C.M. Ltd., P.O. Box 1982, Governor's Square, Unit 1-205, West Bay Road, Grand Cayman, KY1-1104, Cayman Islands

"Accession Undertaking" means an undertaking in substantially the form set out in the Proceeds Deed

"Additional Borrower" means a company which becomes a Borrower in accordance with the terms 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

"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 the Facility Agreement.

"Agent" means THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., in its capacity as agent for the Lenders.

"Airbus Confirmation of Sale" means the confirmation of sale relating to the 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" means any or all 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 the Aircraft maintained as required by the Aviation Authority and any applicable law in the State of Registration

"Airframe" means the 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. (legal successor of Airbus S N.C. formerly known as Airbus G.I.E), a Société par Actions Simplifiée duly created and existing under French law and having its principal office at 1, rond-point Maurice Bellonte, 31707 Blagnac Cedex, France and including its successors and assigns.

"Airframe Warranties" means the warranty rights in respect of the relevant Airframe given by the Airframe Manufacturer to a Borrower pursuant to a Purchase Agreement, as set out in the Airframe Warranty Agreement, including all post-delivery rights and remedies in respect thereof, as such remain available on the date hereof.

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

"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.

"Borrower" means (i) the Original Borrower or (ii) the relevant Additional Borrower unless it has ceased to be a Borrower in accordance with the Facility Agreement.

"Collateral" means all of the property, rights, title, benefits, interests, assets, property, 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.

"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 Agent pursuant to the Facility Agreement.

"Collateral Account Charge" 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.

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

"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

"Deregistration Power of Attorney" means the irrevocable deregistration and export power of attorney executed or, as the context may require, to be executed by the Owner in favour of the Security Trustee in respect of the Aircraft, substantially in the form set out in the Facility Agreement

"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)

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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).

"Engine Manufacturer" means CFM International S.A., a Société Anonyme organised and existing under the laws of France, having its principal place of business at 2 Boulevard du General Martin Valin, 75015, Paris, France.

"Engine Warranties" means the Engine Manufacturer's New Engine Warranty, New Parts Warranty, Ultimate Life Warranty and the Campaign Change Warranty, as set forth in the Engine Product Support Plan which forms a part of the General Terms Agreement and as limited by the applicable terms of the General Terms Agreement as set out in the Engine Warranty Agreement.

"Engine Warranty Agreement" means, in relation to the Aircraft, the engine warranty agreement entered into or, as the context may require, to be entered into, between the New Borrower, the Engine Manufacturer and the Security Trustee in relation to the Engine Warranties.

"Facility" means Facility 1, Facility 2 and Facility 3, 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 described in the Facility Agreement.

"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.

"Facility 2" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Second Aircraft as described in the Facility Agreement

"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.

"Facility 3" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Third Aircraft as described in the Facility Agreement.

"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.

"Facility Agreement" means the facility agreement in respect of the Aircraft dated 8 June 2005 between the Original Borrower, the Acceded Borrower (by accession), the Guarantor, the Original Agent, the Original Security Trustee and the financial institutions named therein as original lenders, together with any document, instrument or agreement entered into from time to time by the Parties which has the effect of amending or supplementing such facility agreement.

"Finance Parties" means each of the Lenders, the Agent and the Security Trustee and "Finance Party" means any of them.

"First Aircraft" means the Airbus A319-111 bearing manufacturer's serial number 2503 together with two (2) CFM 56-5B5/P engines bearing manufacturer's serial numbers 577291 and 5772991 and all Parts installed

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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.

"General Terms Agreement" means the general terms agreement number 9-4163 dated 28 June 1996 as amended and restated pursuant to Amendment No. 3 dated 25 August 2003 between the Engine Manufacturer and the Guarantor, providing for amongst other things, support by the Engine Manufacturer to a Borrower (as the nominee of the Guarantor) in relation to the Engines (as the same may be amended from time to time).

"Guarantor" means EASYJET PLC, a company incorporated and existing under the laws of England (Company No. 3959649) with its registered office at Hangar 89, London Luton Airport, Bedfordshire LU2 9PF, England.

"Habitual Base" means, in respect of the 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 30 April 2005).

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Lender" means:

(a) any Original Lender; and

(b) any bank or financial institution which has become a Party in accordance with the terms of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Loan" means a Facility 1 Loan, a Facility 2 Loan or a Facility 3 Loan as the context may require.

"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 the Facility Agreement.

"Mortgage" means, in respect of an Aircraft, (i) the Mortgage and Security Assignment and (ii) any other mortgage, pledge or other instrument creating Security over the Aircraft executed from time to time by the relevant Owner in favour of the Security Trustee and/or the Finance Parties.

"Mortgage and Security Assignment" means, in relation to an Aircraft, the first priority aircraft mortgage and security assignment over the relevant Aircraft granted or to be granted, as the context may require, by the Owner in favour of the Security Trustee

"New Borrower" means EASYJET AIRLINE COMPANY LIMITED, a company incorporated under the laws of England and Wales with company registration number 3034606, whose registered office is at Hangar 89, London Luton Airport, Luton, Bedfordshire, LU2 9PF, England

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"Obligor Accession Letter" means a document substantially in the form set out in the Facility Agreement.

"Obligor Resignation Letter" means a letter substantially in the form set out in 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 the terms of the Facility Agreement the relevant Permitted Lessee.

"Optional Currency" means either sterling or euro.

"Original Agent" means LLOYDS TSB BANK PLC

"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, Grand Pavilion, Main Entrance, West Bay Road, P O. Box 1982GT, Grand Cayman, Cayman Islands.

"Original Security Trustee" means LLOYDS TSB BANK PLC

"Owner" means EASYJET AIRLINE COMPANY LIMITED, a company incorporated and existing under the laws of England (Company No. 03034606) with its registered office at Hangar 89, London Luton Airport, Luton, Bedfordshire, LU2 9PF, England

"Parts" means any appliance, accessory, instrument, navigational and communications equipment, furnishing, module, component, buyer furnished equipment, 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 the Aircraft that complies with 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 dated 8 June 2005 between, inter alios, the Original Borrower, the Acceded Borrower (by accession), the Original Agent, the Original Security Trustee and the financial institutions named therein as original lenders, together with any document, instrument or agreement entered into from time to time by the Parties which has the effect of amending or supplementing such proceeds deed

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

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(a) to which the export and/or use of the Aircraft or an aircraft of the same model as the 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;

(b) that imposes absolute or strict liability for financiers of aircraft.

"Purchase Agreement" means an aircraft sale and purchase agreement between a Borrower as purchaser and the Aircraft Manufacturer.

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

"Second Aircraft" means the Airbus A319-111 airframe bearing manufacturer's serial number 2779 together with two (2) CFM 56-5B5/P engines with serial numbers 577611 and 577616 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.

"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 Charge 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).

"Security Trustee" means THE BANK OF TOKYO-MITSUBISHI UFJ, LTD., in its capacity as security trustee for the Secured Parties.

"State of Registration" means in respect of the Aircraft, the jurisdiction in which the Aircraft is registered from time to time pursuant to the Facility Agreement

"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).

"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 corporation; or

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(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 the Airbus A319-111 airframe bearing manufacturer's serial number 2782 together with two (2) CFM 56-5B5/P engines with serial numbers 577614 and 577617 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.

"Transaction Documents" means (1) 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 (11) any other document, instrument or agreement which is agreed in writing by the Original Borrower and the Agent to be a Transaction Document and "Transaction Document" means any of them

"Transferred Aircraft" means the Second and the Third Aircraft

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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 THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

Address 12-15 Finsbury Circus

London

Postcode E C 2 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

As a continuing security for the payment, performance and discharge of the Secured Obligations, the Owner hereby mortgages to the Security Trustee on behalf of the Secured Parties all of its right, title and interest, present and future, in the Second Aircraft by way of first priority fixed legal mortgage.

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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

None

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 *Chiffa Chane LLP* 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 Harry Phillips

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

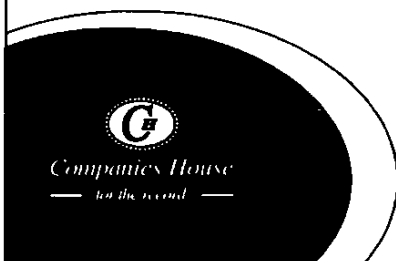
Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3034606
CHARGE NO. 194**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE AND SECURITY
ASSIGNMENT DATED 25 SEPTEMBER 2012 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 3 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 OCTOBER 2012

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES