

MG01

Particulars of a mortgage or charge

108632/91



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LASERFORM

A fee is payable with this form

We will not accept this form unless you send the correct
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 mortgage or charge
in Scotland or the Republic of Ireland
company form MG0

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1

Company details

Company number 03034606

Company name in full EASYJET AIRLINE COMPANY LIMITED (the "Borrower")

2011

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 25/09/2012

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

Account charge in respect of account number EASSTE-USDC dated 25
September 2012 entered into between the Borrower, The Royal Bank of
Scotland plc as security trustee (the "Security Trustee") and The Royal
Bank of Scotland plc as account bank (the "Account Bank") (the "Account
Charge")

4

Amount secured

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

Amount secured

All capitalised terms used in this form MG01,
unless defined elsewhere in this form MG01, are
defined in the schedule of definitions in the
continuation pages to this entry 4

Borrower has covenanted to discharge the Secured
Obligations and has acknowledged to Security
Trustee that the amount secured by the Account
Charge and in respect of which the Account Charge
and the security created is enforceable is the full
amount of the Secured Obligations and Borrower has
covenanted with Security Trustee that the property
assigned and charged is so assigned and charged for
the full payment, performance and discharge of the
Secured Obligations.

Continuation page

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

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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 style="text-align: center;">Schedule of Definitions</p> <p>"Account Bank" means the Royal Bank of Scotland plc, a financial institution incorporated under the laws of Scotland and having its registered office at 36 St Andrew's Square, Edinburgh EH2 2YB, Scotland.</p> <p>"Account" means the Collateral Account and the Financial Markets Account</p> <p>"Agent" means Royal Bank of Scotland plc, a financial institution incorporated under the laws of Scotland and having its registered office at 36 St. Andrew's Square, Edinburgh EH2 2YB, Scotland Lender.</p> <p>"Agreed Form" means the form agreed between the Agent and easyJet Leasing Limited pursuant to an agreed form side letter dated on or about the date of the Facility Agreement</p> <p>"Aircraft Manufacturer" means Airbus S.A S (legal successor of Airbus S N.C formerly known as Airbus G I.E.)</p> <p>"Aircraft" means one (1) Airbus A319-111 aircraft bearing manufacturer's serial number 2412.</p> <p>"Airframe Warranties Agreement" means, in relation to any Aircraft, the agreement in respect of airframe warranties entered into or to be entered into between the relevant Borrower, the Security Trustee and the Aircraft Manufacturer, substantially in the Agreed Form</p> <p>"Arranger" means Royal Bank of Scotland plc, a financial institution incorporated under the laws of Scotland and having its registered office at 36 St Andrew's Square, Edinburgh EH2 2YB, Scotland</p> <p>"Assignment of Insurances" means, in relation to any Aircraft, the assignment of insurances entered into or to be entered into between the relevant Borrower as assignor and the Security Trustee as assignee, together with the notices and acknowledgements in the form contained in the schedules thereto, substantially in the Agreed Form.</p> <p>"Borrower" means easyJet Airline Company Limited, a company incorporated and existing under the laws of England (Company No. 03034606), having its registered office at Hangar 89, London Luton Airport, Bedfordshire, LU2 9PF, England.</p> <p>"Collateral Account" means a dollar deposit Account numbered EASSTE-USDC that the Borrower has opened in its name with the Account Bank.</p> <p>"Collateral" means all sums from time to time standing to the credit of or earned upon the Collateral Account</p> <p>"Collateralisation Account Charge" means, in respect of any Loan utilised in the Optional Currency, a charge over the respective Collateralisation Account between the relevant Borrower as chargor and the Security Trustee as chargee, substantially in the Agreed Form</p> <p>"Collateralisation Account" means, in respect of any Loan utilised in the Optional Currency, an interest bearing Dollar account in the name of the relevant Borrower with the Security Trustee and subject to a Collateralisation Account Charge</p>	

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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>"Deed of Novation" means the deed of novation and accession dated on or about the date of the Account Charge relating to certain aircraft between, inter alios, easyJet Leasing Limited as the original borrower, easyJet Sterling Limited as the acceded borrower, the Borrower as the new borrower, the Guarantor as the guarantor, the Security Trustee as security trustee, the Security Trustee as agent and arranger and the financial institutions named therein as lenders</p> <p>"Dollar" and "\$" means the lawful currency for the time being of the United States of America</p> <p>"Engine Manufacturer" means CFM International, S A</p> <p>"Engine Warranties Agreement" means, in relation to any Aircraft, the agreement in respect of engine warranties entered into or to be entered into between the relevant Borrower, the Security Trustee and the Engine Manufacturer, substantially in the Agreed Form</p> <p>"Facility Agreement" means the facility agreement dated 4 May 2004 between easyJet Leasing Limited, easyJet Sterling Limited (by accession) and the Finance Parties, 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.</p> <p>"Facility" means the term loan facility made available under the Facility Agreement as described in the terms of the Facility Agreement</p> <p>"Fee Letter" means (a) the front-end fee letter; or (b) the agency fee letter, both dated on or about the date of the Facility Agreement between the Agent and easyJet Leasing Limited setting out the fees referred to in the terms of the Facility Agreement</p> <p>"Finance Documents" means the Facility Agreement, any Fee Letter, any Security Document and any other document designated as such by the Agent and easyJet Leasing Limited</p> <p>"Finance Party" means the Security Trustee together with the Arranger, Agent, and Lenders</p> <p>"Financial Markets Account" means a dollar deposit Account that Borrower has opened in its name with the Account Bank with EASSTE as its alpha numeric account code</p> <p>"Guarantee" means the guarantee dated on or about the date of the Facility Agreement between the Guarantor and the Security Trustee in respect of the Borrowers' obligations under the Finance Documents.</p> <p>"Guarantor" means easyJet plc, a public limited company incorporated under the laws of England (with company number 03959649) and having its registered address at Hangar 89, Luton Airport, Bedfordshire LU2 9PF, England.</p> <p>"Lenders" means (a) The Royal Bank of Scotland plc, and (b) any bank, financial institution, trust, fund or other person 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</p>

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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>"Loan" means a loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan Optional Currency</p> <p>"Mortgage" means, in relation to any Aircraft, the first priority aircraft mortgage entered into or to be entered into between the relevant Borrower as mortgagor and the Security Trustee as mortgagee in respect of that Aircraft, substantially in the Agreed Form</p> <p>"Obligor" means any Borrower or the Guarantor</p> <p>"Operative Documents" means the Finance Documents and the Deed of Novation, together with any schedules, documents, notices or certificates from time to time executed or issued by Borrower pursuant thereto, any side letters, supplements, amendments or modifications to any of the foregoing from time to time executed or agreed to by Borrower and any other documents designated as such by Security Trustee and Borrower or the Guarantor</p> <p>"Optional Currency" means Sterling</p> <p>"Party" means any party to the Facility Agreement</p> <p>"Secured Obligations" means all moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by any Obligor in any currency, actually or contingently, on any account whatsoever pursuant to the Facility Agreement, or any other Operative Document, or as a consequence of any breach, non-performance, disclaimer or repudiation by any Obligor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the relevant Obligor) of any of its obligations under the Facility Agreement, or any other Operative Document, and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them</p> <p>"Security Documents" means the Guarantee and, in relation to any Aircraft, the Airframe Warranties Agreement, the Engine Warranties Agreement, the Assignment of Insurances, the Mortgage and any Collateralisation Account Charge.</p>	

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	THE ROYAL BANK OF SOCTLAND PLC		
Address	36 St. Andrews Square		
	Edinburgh		
Postcode	E H 2 2 Y B		
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	Borrower hereby charges, by way of a first fixed charge, with full title guarantee to Security Trustee, all of its right, title and interest in and to the Account and the Collateral as security for the Secured Obligations and agrees that, subject to the charges made or created pursuant to the foregoing provisions of the 'Collateral Account and Charge' Clause 3 2, it shall hold all of its right, title and interest in and to the Account and the Collateral on trust for application in accordance with the provisions of the Account Charge and the Facility Agreement.	

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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

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 *Edward Chance*

X

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

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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 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. 201**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 25
SEPTEMBER 2012 AND CREATED BY EASYJET AIRLINE
COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY OBLIGOR 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 15 OCTOBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 OCTOBER
2012**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**