

MR01

Particulars of a charge



Companies House

009507/13

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. It
must be scanned and placed on the public record

WEDNESDAY



A2INBDOH

A23

09/10/2013

#241

COMPANIES HOUSE

1 Company details

Company number 03034606

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

208 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 Charge creation date

Charge creation date 07/10/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name SANTANDER UK PLC (the "Bank")
COMPANY N 02294747

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Description	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	Continuation page Please use a continuation page if you need to enter more details
Description			
5	Fixed charge or fixed security	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	

MR01

Particulars of a charge

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Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

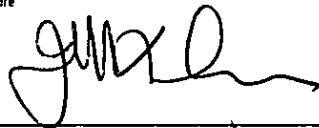
Signature

Please sign the form here

Signature

Signature

X



**Jim Inches
Senior VP**

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	JIM INCHES
Company name	SANTANDER UK PLC
Address	2ND FLOOR, 2 TRITON SQUARE REGENT'S PLACE
Post town	LONDON
County/Region	
Postcode	N W 1 3 A N
Country	UK
DX	
Telephone	020 7756 5344



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3034606

Charge code: 0303 4606 0208

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th October 2013 and created by EASYJET AIRLINE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2013.

[Handwritten signature]

Given at Companies House, Cardiff on 11th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



CERTIFIED TRUE COPY
Santander UK Plc

Authorised signature

This DEED OF CHARGE (this "Deed") is dated 7th October, 2013 and made between

- (1) SANTANDER UK PLC of 2 Triton Square, London NW1 3AN (the "Bank")
- (2) easyJet Airline Company Limited whose registered office is located at Hangar 89, London Luton Airport, Luton, LU2 9PF (the "Company")

RECITALS

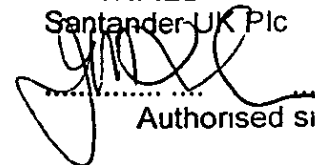
- (A) The Bank and the Company have entered into an uncommitted facility agreement dated on or about the date of this Deed (the "Agreement"), and
- (B) It is a condition precedent to the issuance of Instruments under the Agreement that the Company executes and delivers this Deed

OPERATIVE PROVISIONS

1 Definitions

In this Deed unless the context otherwise requires, the following expressions bear the meanings shown

Charge	has the meaning given to it in Clause 2(b)
Charged Account	the following account held by the Company with the Bank Account Number 30303007, Sort Code 09-00-13
Deposit	the sum of all monies in the Charged Account from time to time in accordance with Clause 3
Event of Default	means an Event of Default as such term is defined in the Agreement
Expenses	means all expenses on a full indemnity basis, including without limitation, costs, expenses and legal fees paid or incurred by the Bank at any time in connection with this Deed or the Facility, or in taking, perfecting, preserving, defending or enforcing this Deed (or any of the security created by it) or in exercising any right or power under this Deed or otherwise
Interest Rate	means the rates shown in the Bloomberg ANTS page or the Reuters ANTS 2 page for Pounds Sterling for the relevant deposit period
Instruments	has the meaning given to it in the Agreement
Outstanding Amount	has the meaning given to it in Clause 3.3
Pounds Sterling	means the lawful currency of the United Kingdom
Secured Obligations	means all present and future monies, obligations and liabilities owed by the Company to the Bank, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or


Authorised signature

in any other capacity, under or in connection with the Agreement and/or this Deed, together with all interest accruing in respect of such monies or liabilities

2 Charge

In consideration of the Bank agreeing to issue Instruments from time to time, the Company irrevocably and unconditionally

- (a) covenants to pay on the Bank's demand and discharge the Secured Obligations when they become due,
- (b) charges with full title guarantee in favour of the Bank all of its right, title and interest in the Charged Account and the Deposit by way of first fixed charge as a continuing security for the discharge of the Secured Obligations (the "Charge"), and
- (c) undertakes to pay to the Bank on demand the Expenses and to pay to the Bank on demand from time to time interest on the Secured Obligations from the date on which the Company has agreed to pay interest on them or if there is no such agreement from the date on which they become due or, in the case of any Expenses, the date of the Bank's payment until the date of discharge or payment

2.2 Sections 93(1) and 103 Law of Property Act 1925 shall not apply to this Deed and the Bank may exercise its power of sale and other powers under that or any other Act or this Deed at any time and from time to time after the date of this Deed

2.3 The security constituted by this Deed shall become enforceable if an Obligation is not discharged when the same becomes due, and/or if an Event of Default has occurred under the Agreement

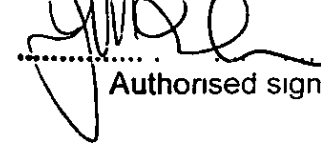
2.4 This Deed shall

- (a) be a continuing security and remain in existence until discharged by the Bank,
- (b) not be discharged or affected by any failure of or defect in any agreement by or between the parties, nor by any legal limitation or lack of borrowing powers of the Company,
- (c) remain binding on the Company and be additional security and without prejudice to any other security that the Bank may hold, and
- (d) not be affected by any amendment to the Agreement

2.5 The Company waives any right it may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed

3 Deposit

3.1 Each time the Company requests the issuance of a new Instrument under the Agreement, the Company shall deposit cash (in Pounds Sterling) in the Charged Account in an amount equal to (i) 100% of the face value of the Instrument being requested, if such Instrument is in Pounds Sterling,


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Authorised signature

or (ii) an amount equal to 110% of the equivalent in Pounds Sterling of the face value thereof, if such Instrument is in another currency (as converted at the Bank's spot rate of exchange for the relevant currency at close of business on the Business Day immediately preceding the date on which such deposit is made), in each case for the following periods, provided that the tenor of each such deposit shall be automatically extended at the end of the relevant period for consecutive periods equal to such initial period until released in accordance with Clause 3.2 or Clause 5 below, without any further action being required by either Party (unless as otherwise agreed in writing by the Bank on prior to the date of such automatic extension)

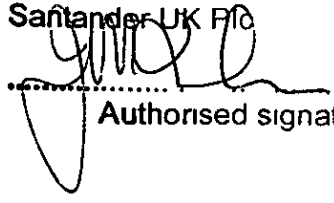
- (a) for Instruments with an expiry date of less than 1 year from issuance, the tenor of the deposit shall be 3 months,
- (b) for Instruments with an expiry date longer than 1 year and less than 2 years from issuance, the tenor of the deposit shall be 6 months, and
- (c) for Instruments with an expiry date over 2 years from issuance, the tenor of the deposit shall be 1 year

Interest shall accrue on the Deposit at a rate equal to the Interest Rate as notified by the Bank to the Company upon request

3.2 The Deposit shall not be repayable or otherwise available to the Company in whole or in part before the Secured Obligations have been discharged. Notwithstanding the previous sentence, if at any time and for any reason (including but not limited to circumstances in which the maximum amount of an Instrument is reduced in accordance with its terms) the Deposit is in excess of the Outstanding Amount, provided that (i) no Event of Default has occurred and is continuing and (ii) the Company is in full compliance with its obligations hereunder, and subject to Clauses 3.3 and 5.2, the Bank shall promptly make such excess available to the Company at the Company's request by wire transfer to the bank account as informed in writing by the Company to the Bank. Similarly, whenever an Instrument expires in accordance with its terms or the Bank's liability under an Instrument has otherwise been reduced to zero, provided that (i) no Event of Default has occurred and is continuing and (ii) the Company is in full compliance with its obligations hereunder, and subject to Clauses 3.3 and 5.2, the Bank shall make an amount equal to the outstanding amount of such Instrument available to the Company at the Company's request by wire transfer to the bank account as informed in writing by the Company to the Bank.

3.3 Notwithstanding any other provision to the contrary in this Deed, the Deposit shall, at all times, be in an amount at least equal to the equivalent in Pounds Sterling to aggregate amount of all outstanding Instruments from time to time (the "Outstanding Amount"). Such currency conversion shall be made by the Bank in accordance with its standard practice. From time to time, if due to exchange fluctuations the Deposit is less than the Outstanding Amount, the Company shall immediately at the Bank's request deposit such funds into the Charged Account as may be necessary to cover such shortfall, or permit the Bank to retain earned interest.



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Santander UK Plc

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4 Enforcement

- 4.1 At any time the security constituted by this Deed has become enforceable in accordance with Clause 4.2 below, the Bank may without notice both before and after demand appropriate and dispose of all or any part of the Deposit in discharge of the Secured Obligations
- 4.2 Upon the occurrence of an Event of Default, this Deed shall become enforceable with respect to the entirety of the Deposit. Without prejudice to the previous sentence, at any time the Bank receives a demand under an Instrument in accordance with the Agreement, this Deed shall become enforceable with respect to the part of the Deposit which is equal to the amount in Pounds Sterling equivalent to the Demanded Amount
- 4.3 The rights and powers of the Bank contained in Clauses 4.1 and 4.2 above shall apply notwithstanding that
- (a) all or part of the Deposit have been deposited for the periods set out in Clause 3.1, and/or
 - (b) any interest on the Deposit is calculated by reference to the periods set out in Clause 3.1

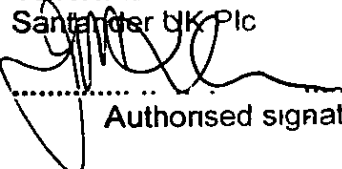
The Company irrevocably authorises the Bank at any time after the Charge has become enforceable to break or determine the Deposit in whole or in part and/or to renew all or any of the Deposit for such consecutive periods as the Bank may, in its absolute discretion, from time to time think fit

5 Release

- 5.1 Subject to Clause 5.2, on the date in which the Outstanding Amount has been reduced to zero and the Bank has no further liability in connection with the Instruments, the Bank shall, at the Company's cost and request, take whatever action is necessary to release the Deposit from the Charge
- 5.2 Any release, discharge or settlement between the Company and the Bank hereunder shall be deemed conditional on no payment or security received by the Bank in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement
- (a) the Bank may retain this Deed and the Charge, including all certificates and documents relating to the whole or any part of the Deposit, for such period as the Bank deems necessary to provide the Bank with security against any such avoidance, reduction or order for refund, and
 - (b) the Bank may recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred



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6 Representations, Warranties, Covenants and Undertakings

The Company represents and warrants to the Bank, on the date of this Deed and as a continuing obligation, that

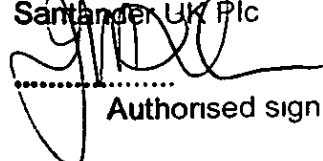
- (a) it is and shall be the sole and beneficial owner of the Charged Account and the Deposit free from any mortgage, lien, claim, counterclaim, charge, security or other encumbrance of any kind,
- (b) it has full power and authority to enter into this Deed and to perform the Secured Obligations,
- (c) this Deed is and shall continue to be a legal, valid, binding and enforceable obligation of the Company,
- (d) except as disclosed to the Bank in writing, no consent, licence, authorisation, order or approval of, or filing or registration with, any corporation, person, firm or other entity, or any government, governmental commission, board, authority, or other regulatory body or
- (e) entity which has not been obtained or made is required for or in connection with the execution and delivery of this Deed or the performance by it of any of the Secured Obligations,
- (f) it is not insolvent, bankrupt or subject to any other insolvency procedure and no receiver, manager, trustee, custodian or analogous officer has been appointed over any of its property or assets,
- (g) no litigation, alternative dispute resolution, arbitration or bankruptcy proceeding is taking place, pending or threatened against it that is reasonably likely in the sole opinion of the Bank to have a material adverse effect on the Secured Obligations,
- (h) the information provided to the Bank in connection with this Deed is true, complete and accurate in all respects, and it is not aware of any material facts or circumstances that have not been disclosed and that might, if disclosed, adversely affect this Deed or the Secured Obligations

7 Undertakings

- 7.1 From time to time after the execution of this Deed, the Company shall, at the Company's cost, execute and deliver to the Bank such instruments, assurances, documents or notices to third parties and make such filings as may be reasonably requested by the Bank in order to perfect the Bank's rights hereunder and to maintain this Deed in full force and effect at all times
- 7.2 All monies payable by the Company to the Bank shall be paid in Pounds Sterling in immediately available funds and shall be paid to the credit of such account as the Bank may designate. All such payments shall be made in full without set-off of any sum owing by the Bank to the Company or counter-claim and free and clear of any deduction of or withholding for or on account of any tax or for any other reason, save to the extent that any such deduction or withholding is required by law



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7.3 If at any time the Company is required by law to make any deduction or withholding from any payment due under this Deed, the Company shall simultaneously pay to the Bank whatever additional amount is necessary to ensure that the Bank receives a net sum equal to the payment it would have received if no deduction or withholding been made

7.4 The Company

- (a) agrees that, save by the terms of this Deed, the Charged Account and the Deposit shall not be and shall not be capable of being assigned, mortgaged, charged or otherwise disposed of or dealt with in any manner, and it shall not create or permit to arise or continue any encumbrance, lien, right of set-off or equity whatsoever affecting the Charged Account or the Deposit or assign, dispose of or deal with the Charged Account or the Deposit,
- (b) covenants not to create or attempt to create, or permit to subsist any mortgage, lien security or other encumbrances on or over any part of the Charged account or the Deposit, and
- (c) covenants, in such a way so as to jeopardise the Charge, not to offer to sell or otherwise transfer or assign all or substantially all of its assets or business to any third party, or negotiate with any such party for any such sale or transfer

8 Attorney

The Company by way of security hereby irrevocably appoints the Bank as its attorney for the purpose of perfecting and/or enforcing the security created by this Deed and to do in the name of the Company any and all acts which the Company could do in relation to the Charged Account or the Deposit

9 Set Off

Notwithstanding any term to the contrary in relation to any liability of the Bank to the Company, including (without limitation) in respect of the Charged Account or Deposit and whether actual or contingent, present or future and irrespective of the branch or office currency or place of payment, the Bank shall be entitled at any time or times without notice (before and after demand) to set off the Secured Obligations against any such liability of the Bank and/or to combine or consolidate with the Deposit all or any of the Company's accounts with the Bank. If any such set off, combination or consolidation shall be of one currency against or with another, the amount of the Bank's liability extinguished by such set off, combination or consolidation shall be treated as amounts received by the Bank in the currency of such liability for the purposes of Clause 11

10 Protection of Security

10.1 This Deed is in addition to any other rights or security present or future held by the Bank from the Company or any other person for the Secured Obligations and shall not merge with or prejudice or be prejudiced by any such rights or security or any other rights of the Bank, all or any of which the Bank may take, perfect, enforce, renew, vary, release or refrain from taking, perfecting or enforcing without releasing, reducing or otherwise affecting the Bank's rights under this Deed

10.2 The Bank's rights under this Deed shall not be affected by any change in the Company's constitution or composition or by the bankruptcy, liquidation, insolvency, death, incapacity or disability of the Company



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10 3 The Secured Obligations shall extend to all liabilities of the Company to the Bank despite any change of name of the Bank and/or the Bank's absorption by or in or amalgamation with any other bank or person or the acquisition of all or part of its undertaking by any other bank or person and to all sums in respect of advances and other banking facilities from such other bank or person

10 4 No failure or delay on the part of the Bank to exercise any right or remedy under this Deed shall be construed or operate as a waiver thereof

11 Currency

The Secured Obligations shall be discharged in Pounds Sterling If at any time the Bank receives a payment from the Company in a currency other than Pounds Sterling, then

- (a) such payment shall take effect as a payment to the Bank of the amount in Pounds Sterling which the Bank is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice, and
- (b) if such payment is made under a court order and is treated as a payment of an amount which falls short of the relevant liability expressed in Pounds Sterling, the Company as a separate and independent obligation shall on demand from time to time indemnify the Bank against such shortfall and pay interest on such shortfall from the date of such payment to the date on which the shortfall is paid

12 Indemnity

The Company shall indemnify on demand and hold the Bank harmless from and against any and all losses, claims, damages, liabilities and expenses (including legal fees) directly or indirectly arising out of or caused by the failure of the Company to perform its duties and obligations under this Deed, including any losses, claims, damages, liabilities or expenses caused by any act or omission of any officer, director, employee, agent, representative or independent contractor engaged by the Company, whether or not such act or omission occurred within the scope of employment or retention of such officer, director, employee, agent, representative or independent contractor

13 Miscellaneous

13 1 Any interest payable by the Company to the Bank will accrue both before and after judgement on a daily basis and on the basis of a 360 day year according to the usual practice of the Bank and shall be compounded (both before and after judgement) according to the usual practice of the Bank or, if there is no such practice, quarterly Interest will be payable on demand made by the Bank from time to time After a demand interest will also be calculated on the Secured Obligations together with accrued interest as at the date of the demand

13 2 The Company shall pay to the Bank on demand all costs, expenses (including legal fees) directly or indirectly incurred by the Bank in the negotiation, preparation, completion and enforcement of the Charge or otherwise in respect of the Charge, the Charged Account or the Deposit

13 3 The Bank may assign or transfer the benefit of this Deed without the consent of the Company

13 4 This Deed is the entire agreement and understanding of the parties It supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Deed



Authorised signature

- 13 5 No modification or amendment to this Deed shall be valid unless it is in writing and signed by both of the parties. Verbal or conduct modifications are excluded.
- 13 6 Any notice or other document given under this Deed shall be in writing and served by sending the same by registered post, facsimile or recorded delivery to the last known address of the other party. Every notice shall be deemed to be effective two (two) calendar days after it is posted, and a receipt issued by postal authorities shall be conclusive proof of the fact and date of posting of any notice. When a notice is given by facsimile, it shall be deemed to be effective on the date of transmission.
- 13 7 This Deed shall be binding upon the Company and its successors and shall enure to the benefit of the Bank and its successors and assigns.
- 13 8 This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

14 Law and Jurisdiction

- 14 1 This Deed (and any non-contractual obligations relating to it) shall be governed by and construed in accordance with English Law.
- 14 2 Nothing contained in this Clause shall limit the right of the Bank to take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).



CERTIFIED TRUE COPY

Santander UK Plc

Authorised signature

This document has been executed and delivered as a deed and takes effect on the date stated at the beginning of it

For and on behalf of **SANTANDER UK PLC**

Name **EDMUND PUENTES**
Title **MANAGING DIRECTOR**

Name **James Senior**
Title **VP**

For and on behalf of **easyjet Airline Company Limited**

Name **CHRIS KENNEDY**
Title **DIRECTOR**

Name
Title

In the presence of

[witness] **PHILIP STEWART**
[address] **HANGAR 89, LONDON LUTON AIRPORT, LUTON, LU2 9 PF**
[occupation] **ASSISTANT TREASURER**