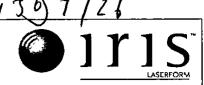
MG01

Particulars of a mortgage or charge



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 particulars of a charge fo company To do this, ple form MG01s



10/03/2011

		COMPANIES HOUSE
1	Company details	For official use
Company number	0 3 0 3 4 6 0 6	Filling in this form Please complete in typescript or in
Company name in full	easyJet Airline Company Limited (the Company)	bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Date of creation of charge	
Date of creation	$\begin{bmatrix} d & 0 & 0 & 0 & 0 \end{bmatrix}$ $\begin{bmatrix} d & 0 & 0 & 0 \end{bmatrix}$ $\begin{bmatrix} d & 0 & 0 & 0 & 0 \end{bmatrix}$ $\begin{bmatrix} d & 0 & 0 & 0 & 0 \\ 0 & 0 & 0 & 0 & 0 & 0$	
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	Charge Over Account relating to the US\$95,500,000 facility agr of three (3) Airbus A319-111 / A320-214 aircraft between the C the Chargee, as security trustee (the Agreement)	
4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	Continuation page Please use a continuation page if
Amount secured	any and all monies, 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) See the continuation pages for additional definitions	you need to enter more details

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

Accession Undertaking means an undertaking in substantially the form set out in Schedule 1 (Form of Accession Undertaking) of the Proceeds Deed

Account means the interest bearing Sterling account of the Company with the Account Bank with account number 5003 5908, sort code 16 01 01, IBAN Gb14 RBOS 16 01 01 5003 5908, BIC RBOS GB 2L, account name "Easyjet Airline Company Limited" and all sums now or hereafter deposited in such account and all additions to or renewals or replacements thereof (in whatever currency) and all interest or other sums which may accrue from time to time thereon

Account Bank means The Royal Bank of Scotland plc in its capacity as holder of the Account

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 Company to the Agent and the Chargee (on behalf of each of the Secured Parties) in connection with a Permitted Lease Agreement to that Affiliate of the Company substantially in the form set out in Schedule 15 (Affiliate Subordination Letter) of the Facility Agreement

Additional Borrower means a company which becomes a Borrower in accordance with Clause 23 (Changes to the Obligors) of the Facility Agreement

Agent means Norddeutsche Landesbank Girozentrale 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 Aircraft Manufacturer in favour of the Company pursuant to the Purchase Agreement

Aircraft means all or any of them, 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 such Aircraft maintained as required by the Aviation Authority and any applicable law in the State of Registration

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 or, as the context may require, to be entered into, between the Company, (and Owner, if different), any Operator, the Airframe Manufacturer and the Chargee in relation to the Airframe Warranties

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Please give the short particulars of the property mortgaged or charged

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Approved State means (a) any member state of the European Union (as constituted on the date of the Proceeds Deed) other than Bulgaria, Estonia, Italy, Spain and Romania and (b) any member state of the European Free Trade Association (as constituted on the date of the Proceeds Deed)

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 Company or (ii) the relevant Additional Borrower unless it has ceased to be a Borrower in accordance with clause 23 (*Changes to the Obligors*) of the Facility Agreement

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

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 Royal Bank of Scotland PLC pursuant to Clause 5 6 of the Facility Agreement

Collateral Account Security Agreement 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 Chargee (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 Chargee

Delivery Documents means (i) the Airbus Confirmation of Sale and (ii) any other document, instrument or agreement which is agreed in writing by the Company and the Agent to be a Delivery Document and **Delivery Document** means any of them

Deregistration Power of Attorney means, in relation to an Aircraft, (a) the irrevocable deregistration and export power of attorney for such Aircraft executed or, as the context may require, to be executed by the Operator of such Aircraft in favour of the Chargee and (b) if required by the Chargee having regard to applicable law and practices in the relevant State of Registration, the irrevocable deregistration and export power of attorney for such Aircraft executed or, as the context may require, to be executed by the Owner (if the Owner is not also the Operator) in favour of the Chargee, in each case substantially in the form set out in Schedule 14 (*Form of Power of Attorney*) of the Facility Agreement

Enforcement Event means, in respect of any Security Document, any Loan having been accelerated and not repaid on the due date therefor (after the expiry of any grace period, if applicable)

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 Général Martin Valin, 75015, Paris, France

Engine Warranties has the meaning given to the term Warranties in the Engine Warranty

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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Agreement

Engine Warranty Agreement means, in relation to an Aircraft, the engine warranty agreement entered into or, as the context may require, to be entered into, between the Company, (and Owner, if different), any Operator, the Engine Manufacturer and the Chargee in relation to the Engine Warranties

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 2 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)

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 clause 2.1 (*The Facilities*) of 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 clause 2.1 (*The Facilities*) of 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 clause 2.1 (*The Facilities*) of 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 \$95,000,000 facility agreement entered into between the Company, the Guarantor, the Agent, the Chargee and the Original Lenders in relation to the financing or refinancing of the Aircraft, dated 30 July 2010

Finance Parties means each of the Lenders, the Agent and the Chargee and **Finance Party** means any of them

First Aircraft means together, the First Aircraft Airframe, the First Aircraft Engines, the

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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Parts relating thereto and the Aircraft Documents

First Aircraft Airframe means the Airbus A320-214 airframe bearing manufacturer's serial number 4286, including all Parts relating to such airframe but excluding the Engines or any engines from time to time installed thereon

First Aircraft Engines means, together, (a) the two (2) CFM56-5B4/3 engines manufactured by the Engine Manufacturer bearing manufacturer's serial numbers 699866 and 699873 (in each case whether or not installed on the Airframe and for so long as title to such engine is vested in the Company) and (b) any other engine relating to the Airframe (whether or not installed) in respect of which title is vested in the Company, including in each case all Parts relating to such engine (each, an Engine)

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

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 shall be an Approved State (unless otherwise agreed in writing by the Chargee)

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

Lender means

- (a) any Original Lender,
- (b) a New Lender in accordance with Clause 22 (Changes to the Lenders) of the Facility Agreement,

which in each case had 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 case 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 (Loan Supplement) of the Facility Agreement

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 Chargee and/or the Finance Parties

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

Obligor Accession Letter means a document substantially in the form set out in

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Schedule 16 (Form of Obligor Accession Letter) of the Facility Agreement

Obligor Resignation Letter means a letter substantially in the form set out in Schedule 17 (Form of Obligor Resignation Letter) of 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 or if the Owner has entered into a lease agreement in respect of such Aircraft pursuant to Schedule 11 (*Operational Covenants*) of the Facility Agreement the relevant Permitted Lessee

Optional Currency means either Sterling or euro

Original Lender means Norddeutsche Landesbank Girozentrale in its capacity as original lender

Owner means, in respect of an Aircraft and any Loan related to that Aircraft, the Borrower in respect of such Loan who shall have title to that Aircraft

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

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 an Aircraft that complies with Schedule 13 (Permitted Leasing) of 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 entered into between the Company, the Guarantor, the Agent, the Chargee and the Original Lenders

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

- (a) to which the export and/or use of such Aircraft or an aircraft of the same model as such Aircraft with engines of the same model as are attached thereto is prohibited under (i) any United Nations sanctions or (ii) the Council Regulation (EC) No 149/2003 which updates and amends Council Regulation (EC) No 1334/2000 or equivalent European Union sanctions,
- (b) that imposes absolute or strict liability for financiers of aircraft

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 Company and the Guarantor in respect of certain aircraft including the Aircraft, as the same has been further amended prior to the date of the Proceeds Deed

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Short particulars

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

Second Aircraft means together, the Second Aircraft Airframe, the Second Aircraft Engines, the Parts relating thereto and the Aircraft Documents

Second Aircraft Airframe means the Airbus A320-214 airframe bearing manufacturer's serial number 4591, including all Parts relating to such airframe but excluding the Engines or any engines from time to time installed thereon

Second Aircraft Engines means, together, (a) the two (2) CFM56-5B4/3 engines manufactured by the Engine Manufacturer bearing manufacturer's serial numbers 643336 and 643338 (in each case whether or not installed on the Airframe and for so long as title to such engine is vested in the Company) and (b) any other engine relating to the Airframe (whether or not installed) in respect of which title is vested in the Company, including in each case all Parts relating to such engine (each, an Engine)

Secured Parties means the Chargee, 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 Security 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)

State of Registration means in respect of any Aircraft, the jurisdiction in which such Aircraft is registered from time to time pursuant to paragraph 1.1.2 of Schedule 11 (*Operational Covenants*) of the Facility Agreement, which shall be an Approved State (unless otherwise agreed in writing by the Chargee)

Subordination Acknowledgement means an acknowledgement of subordination provided by a Permitted Lessee to the Agent and the Chargee (on behalf 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 or corporation, or
- (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,

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Short particulars

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 aircraft or A320-214 aircraft as more particularly described in the Loan Supplement relating to Facility 3, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents and, where the context so admits, the Aircraft Documents relating thereto

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 Company and the Agent to be a Transaction Document and Transaction Document means any of them

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Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge (if any)	Continuation page
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	Please use a continuation page if you need to enter more details
ame	Norddeutsche Landesbank Girozentrale (the Chargee)	
Address	Friedrichswall 10, 30159 Hannover	
	Federal Republic of Germany	
ostcode		
ame		
Address		
ostcode		
	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

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Covenant to Pay

The Company acknowledged to the Chargee the liability of the Company in respect of the Secured Obligations and covenanted with the Chargee to pay to the Chargee all monies constituting the Secured Obligations, **provided that**, the recourse of the Chargee against the Company in respect of amounts which do not relate to Facility 2 shall be limited to, and only be recoverable from and to the extent of, the property and rights comprised in the Collateral (including any proceeds of the realisation and enforcement thereof) created and granted by it

2 Charge

1

In consideration of Facility 2 being made available to the Company upon the terms and conditions set out in the Facility Agreement and in order to secure (i) the due and punctual payment by the Company to the Secured Parties of the Secured Obligations and (ii) the due and punctual performance and observance by the Company of all the terms, conditions and provisions of the Transaction Documents, the Company with full title guarantee (a) charged to the Chargee by way of first fixed charge the Account and all its right, title, interest and benefit therein and thereto, and (b) to the extent that any of the above property is not at any time charged pursuant to (a) above, (i) assigned and agreed to assign absolutely to the Chargee all its right, title, interest and benefit present and future in or under the Account, including, *inter alia*, all amounts at any time credited or standing to the credit thereof, all rights to receive payment of any amounts which may become payable thereunder and to make claims and issue instructions in respect thereof, and (ii) granted to the Chargee a general security interest in all of the above mentioned property

3 Negative Pledge

- The Company undertook and agreed with the Chargee throughout the continuance of the Agreement and so long as the Secured Obligations or any part thereof remain owing that the Company will, other than in accordance with clauses 5 6(e) and 5 6(f) of the Facility Agreement or unless the Chargee otherwise agrees in writing
 - (a) not withdraw or be entitled to withdraw all or any part of the monies in the Account,
 - (b) not create or attempt or agree to create or permit to arise or exist any Security over all or any part of the Account or any interest therein or otherwise assign, deal with or dispose of all or any part of the Account (except under or pursuant to the Agreement), and
 - (c) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Chargee's security hereunder

4 Further Assurance

4.1 Further Assurance

The Company agreed, at the request of the Chargee and at no cost to the Company, to do or execute any further assurances and documents as may be

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

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Short particulars

required by law or reasonably requested by the Chargee, or as may be necessary to establish, maintain and protect the rights of the parties secured under the Agreement, and generally to carry out the true intent of the Agreement

4.2 Enforcement of the Secured Parties' Rights

The Company agreed to do or permit to be done everything which the Chargee may from time to time reasonably require to be done for the purpose of enforcing the Secured Parties' rights hereunder and will allow the name of the Company to be used as and when required by the Chargee for that purpose

5 Power of Attorney

The Company irrevocably appointed the Chargee by way of security to be its attorney (with full power of substitution) and in its name or otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Chargee shall think proper or expedient for carrying out any obligations imposed on the Company or for exercising any of the powers conferred or for giving to the Chargee the full benefit of the security and so that the appointment made operates as a general power of attorney **provided that** the Chargee shall not be entitled to exercise the power of attorney granted until the occurrence of an Enforcement Event which is continuing. The Company ratified and confirmed and agreed to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do

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Particulars of a mortgage or charge

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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

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 866)

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 870). 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

* Uyde & 6 UF

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

CHFP025

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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 GXH/JYP/1006862 Company name Clyde & Co LLP Address 51 Eastcheap Post town London County/Region Postcode County United Kingdom DX 1071 London/City

✓ 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

Telephone +44 (0) 20 7623 1244

✓ 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

i 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. 152

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNT DATED 8 MARCH 2011 AND CREATED BY EASYJET AIRLINE COMPANY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 10 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 MARCH 2011

