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# 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 for**

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

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23/05/2011

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COMPANIES HOUSE

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### Company details

Company number

0 3 0 3 4 6 0 6

Company name in full

easyJet Airline Company Limited (the **Mortgagor**)

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

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### Date of creation of charge

Date of creation

d1 d7 m0 m5 y2 y0 y1 y1

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

A mortgage and security assignment dated 17 May 2011 (the **Mortgage**) between the Mortgagor and Bank of China Limited, London Branch as security trustee for the Secured Parties (as defined in the continuation sheet to section 6)

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### Amount secured

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

Amount secured

Any and all moneys, liabilities and obligations (whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money and including any obligation or liability to pay damages) from time to time owing to any of the Secured Parties (as defined in the continuation sheet to section 6) by any Obligor (as defined in the continuation sheet to section 6) pursuant to any Transaction Document (as defined in the continuation sheet to section 6) (the **Secured Liabilities**)

Continuation page

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

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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 Bank of China Limited, London Branch

Address 1 Lothbury

London

Postcode E C 2 R 7 D 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

#### **Mortgage**

As a continuing security for the payment, performance and discharge of the Secured Liabilities, the Mortgagor mortgaged 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

#### **Assignment**

As a continuing security for the payment, performance and discharge of the Secured Liabilities, the Mortgagor assigned and agreed to assign with full title guarantee to the Security Trustee, on behalf of the Secured Parties, all of its right, title and interest, present and future in the Assigned Property

#### **Charge**

Notwithstanding and in addition to the assignment of the Assigned Property in accordance with the Mortgage, as security for payment and discharge by the Mortgagor of the Secured Liabilities, the Mortgagor charged, with full title guarantee and by way of first fixed charge, in favour of the Security Trustee any part of the Assigned Property that has not been assigned pursuant to the Mortgage

Please see continuation pages

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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 Nil

### 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 *Allen & Overy LLP*  
☒ on behalf of Bank of China, London Branch as security trustee for the Secured Parties ☒

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 DYLP / DDJM (BK 17099672)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 0000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b> Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Definitions</b></p> <p>In this Form MG01</p> <p><b>Accession Undertaking</b> means an undertaking in substantially the form set out in the Proceeds Deed</p> <p><b>Additional Borrower</b> means a company which becomes a Borrower in accordance with the Facility Agreement</p> <p><b>Affiliate Subordination Letter</b> means a subordination letter substantially in the form set out in the Facility Agreement</p> <p><b>Agent</b> means Bank of China Limited, London Branch in its capacity as agent for and on behalf of the Finance Parties</p> <p><b>Airbus Confirmation of Sale</b> means the confirmation of sale relating to an Aircraft executed, or as the context may require, to be executed by the Airframe Manufacturer in favour of the Mortgagor pursuant to the Purchase Agreement</p> <p><b>Aircraft</b> means means either or both as the context may require, of the First Aircraft and the Second Aircraft, but only for so long as such Aircraft continues to be financed pursuant to the Facility Agreement</p> <p><b>Airframe</b> means an Aircraft (excluding the Engines or any engines from time to time installed thereon) and the Parts thereof for the time being</p> <p><b>Airframe Manufacturer</b> means Airbus S A S</p> <p><b>Airframe Warranties</b> has the meaning given to the term Warranties in the Airframe Warranty Agreement</p> <p><b>Airframe Warranty Agreement</b> means, in respect of an Aircraft, the airframe warranty agreement entered into, or to be entered into, as the context may require, between the Mortgagor, any Operator, the Airframe Manufacturer and the Security Trustee in relation to the Airframe Warranties</p> <p><b>Assigned Insurance Property</b> means, in respect of an Aircraft, all of the right, title and interest (present and future, actual and contingent) of the Mortgagor under (a) any and all contracts or policies of insurance (including reinsurance) required to be effected and maintained in respect of the Aircraft and (b) all the benefits of and proceeds from, and all claims under, and the right to make any claims under all such policies and contracts of insurance (other than third party liability insurance) to the extent relating to the Aircraft</p> <p><b>Assigned Property</b> means (a) the Assigned Insurance Property and (b) the Assigned Requisition Proceeds Property</p> <p><b>Assigned Requisition Proceeds Property</b> means in respect of an Aircraft, all of the right, title and interest (present and future, actual and</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

#### Short particulars

contingent) of the Mortgagor in respect of the Requisition Proceeds

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

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

**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 Mortgagor in favour of the Security Trustee in respect of each Aircraft, substantially in the form set out in the Facility Agreement

**Delivery Documents** means (i) the Airbus Confirmation of Sale, (ii) if the Borrower is not the Mortgagor, the full warranty bill(s) of sale pursuant to which the relevant Borrower has acquired title to the relevant Aircraft and (iii) any other document, instrument or agreement which is agreed in writing by the Mortgagor and the Agent to be a Delivery Document and **Delivery Document** means any of them

**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 each Engine Warranty 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 Mortgagor, any Operator, the Engine Manufacturer and the Security Trustee in relation to the Engine Warranties.

**Engines** means, (a) in respect of the First Aircraft Two (2) CFM56-5B4/3 Engines with serial numbers 643432 and 643437 whether or not from time to time installed on such Airframe or any other airframe or, in respect of the Second Aircraft Two (2) CFM56-5B4/3 Engines with serial numbers 643425 and 643426 whether or not from time to time installed on such Airframe or any other airframe, (b) in respect of any Aircraft 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 Document, (c) insofar as the same belong to the Mortgagor 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 or attached to such engine, and (d) insofar as the same belong to the Mortgagor, 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

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>the Facility Agreement)</p> <p><b>Facility</b> means Facility 1 and Facility 2, as the context may require</p> <p><b>Facility 1</b> means the multicurrency term loan facility made available under the Facility Agreement in respect of the First Aircraft</p> <p><b>Facility 2</b> means the multicurrency term loan facility made available under the Facility Agreement in respect of the Second Aircraft</p> <p><b>Facility Agreement</b> means means the \$63,000,000 00 facility agreement entered into between, among others, the Mortgagor and Bank of China Limited, London Branch dated 30 July 2010</p> <p><b>Fee Letter</b> means any letter or letters entered into, or to be entered into, between the Agent and a Borrower setting out any of the fees referred to in the Facility Agreement</p> <p><b>First Aircraft</b> means the Airbus A320-214 airframe having registration mark G-EZUG and bearing manufacturer's serial number 4680, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents</p> <p><b>Guarantor</b> means easyJet plc, a company incorporated and existing under the laws of England (Company No 03959649) with its registered office at Hangar 89, London Luton Airport, Bedfordshire, LU2 9PF, England</p> <p><b>Habitual Base</b> means, in respect of an Aircraft, the jurisdiction in which the person with operational control maintains as the principal operational base of the Aircraft, which (unless consented to by the Agent) shall be a place within the European Union or a member state of the European Free Trade Association (in each case, as constituted at the date of this Agreement)</p> <p><b>Lender</b> means any Original Lender and any bank, financial institution, trust, fund or other entity which has become a party in accordance with the Facility Agreement, which in each case has not ceased to be a party in accordance with the Facility Agreement</p> <p><b>Loan</b> means the loan made or to be made under Facility 1 or Facility 2, as the context may require, or the principal amount outstanding for the time being of that loan</p> <p><b>Loan Supplement</b> 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</p> <p><b>Mortgage Document</b> 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</p>	

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

to time by the Mortgagor 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 such Aircraft granted or to be granted, as the context may require, by the Mortgagor in favour of the Security Trustee

**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 Mortgagor or if the Mortgagor has entered into a lease agreement in respect of such Aircraft pursuant to the Facility Agreement the relevant Permitted Lessee

**Original Lender** means Bank of China Limited, London Branch

**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 Mortgagor

**Permitted Lessee** means any solvent and duly certified commercial passenger airline whose jurisdiction of incorporation and Habitual Base are each not a Prohibited Country and who is licensed to operate aircraft of the same type as the Aircraft

**Proceeds Deed** means the proceeds deed relating to the Facility Agreement entered into between, among others, the Mortgagor and Bank of China Limited, London Branch in accordance with the Facility Agreement

**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) 1334/2000 or equivalent European Union Sanction, and (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 Mortgagor 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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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>Receiver</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the property, rights, title, benefits, interests, assets, accounts and proceeds which are subject to Security created, or expressed or intended to be created, by the Security Documents</p> <p><b>Requisition Proceeds</b> means, in respect of any Aircraft, any moneys or other compensation receivable by the Mortgagor or the Operator from any government (whether civil, military or <i>de facto</i>) or public or local authority in relation to the Aircraft, any Engine or Part in the event of its requisition for title, confiscation, restraint, detention, forfeiture or any compulsory acquisition or seizure by or under the order of any such government or public or local authority, but excluding requisition for use or hire not involving requisition of title</p> <p><b>Second Aircraft</b> means the Airbus A320-214 airframe having registration mark G-EZUF and bearing manufacturer's serial number 4676, including the Engines and all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents</p> <p><b>Secured Parties</b> means the Security Trustee, any Receiver or Delegate, the Agent and each Lender</p> <p><b>Security</b> means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind or any other rights of, or arrangement with, any creditor to have its claims satisfied in priority to other creditors with, or from the proceeds of, any asset, or any other agreement or arrangement having a similar effect</p> <p><b>Security Documents</b> means (1) each Mortgage Document, each Airframe Warranty Agreement, each Engine Warranty Agreement and each Deregistration Power of Attorney and (11) any other document, instrument or agreement which is agreed from time to time by a Borrower and the Agent to be a Security Document (including, in each case, all notices, official or court notifications, recordings, acknowledgements and consents required to be issued in accordance with the terms thereof or in order to perfect any of the foregoing agreements)</p> <p><b>Security Trustee</b> means Bank of China Limited, London Branch in its capacity as security trustee for the Secured Parties</p> <p><b>Subordination Acknowledgement</b> means an acknowledgement of subordination provided by a Permitted Lessee to the Agent and Security Trustee (on behalf of each of the Secured Parties)</p> <p><b>Swap</b> means, in respect of any Loan in respect of which a Borrower elects to have interest calculated at the Fixed Rate, an interest rate swap or a notional interest rate swap which the Agent shall be deemed to have entered into, in accordance with the Facility Agreement, governed by the Swap Form</p>	

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### Particulars of a mortgage or charge

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Short particulars

**Swap Form** means an interest rate exchange agreement, in the form of the ISDA Master Agreement (Multicurrency Cross Border) published in 1992 (as it may from time to time be amended, supplemented or substituted) by, and incorporating by reference therein the definitions and provisions contained in the 2000 ISDA Definitions (as the same may from time to time be amended, supplemented or substituted) of, the International Swap and Derivatives Association, Inc, together with any swap confirmations delivered in connection with any such agreement

**Transaction Document** means (i) the Facility Agreement, the Proceeds Deed, the Security Documents, each Fee Letter, each Swap (if any), 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 Mortgagor and the Agent to be a Transaction Document and **Transaction Document** means any of them



## **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. 154**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE AND SECURITY  
ASSIGNMENT DATED 17 MAY 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 23 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 MAY 2011

*P*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES