

# MG02

## Statement of satisfaction in full or in part of mortgage or charge



☒ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge.

☒ **What this form is NOT for**  
You cannot use this form to register  
a statement of satisfaction in full  
or in part of a fixed charge for a  
company registered in Scotland.  
do this, please use form MG02s.

WEDNESDAY



\*LZCXEEAV\*

LD4

21/10/2009

8

COMPANIES HOUSE

### 1 Company details

Company number 0 4 8 8 8 1 4 8

Company name in full Wizz Air Limited

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Creation of charge

Date charge created 2 0 0 3 2 0 0 7

Description ① UK Debenture dated 20/03/2007

Date of registration ② 3 0 0 3 2 0 0 7

① You should give a description of  
the instrument (if any) creating or  
evidencing the charge,  
e.g. 'Legal charge'.

② The date of registration may be  
confirmed from the certificate.

### 3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the  
debenture holders.

Name Indigo Hungary LP

Address C/o Walkers SPV Limited, PO Box 908 GT, George Town  
Grand Cayman, Cayman Islands

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

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Statement of satisfaction in full or in part of mortgage or charge

**4****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

**1 Charges****1.1 Specific Charges**

Subject to clause 3.4 of the Debenture, the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations charged in favour of the Security Agent (or, if the Security Agent so chooses, its nominee) for the benefit of the Beneficiaries the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all of its Property together with all buildings and fixtures (including trade fixtures) thereon and/or the proceeds of sale thereof and by way of first fixed charge all future Property and any other Property not effectively charged by way of first legal mortgage in each case together with all buildings and fixtures (including trade fixtures) thereon and all proceeds of sale thereof;
- (b) by way of first equitable mortgage, all of its Securities and, if and to the extent not effectively assigned by Clause 3.3 of the Debenture, all Related Rights relating to such Securities;
- (c) by way of first fixed charge:
  - (i) its Intellectual Property, including all fees and royalties derived from the Intellectual Property;
  - (ii) its Licences and Slots and all deeds and documents from time to time relating to the Collateral;
  - (iii) its goodwill and its uncalled share capital both at 20 March 2007 and thereafter;

**5****Satisfaction of the debt**

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full.  
☐ In part.

① Please tick one box only.

**6****Signature**

Please sign the form here.

Signature

Signature

**X**  **X**

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

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

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Short particulars

- (iv) if and to the extent not effectively assigned by Clause 3.3 of the Debenture, all of its rights, title and interest in and to (and claims under) the Policies and to any statutory or other compensation monies (including the proceeds of any defective title, restrictive covenant or other indemnity policy or covenant relating to its Property) arising for its benefit for interference with the use and/or enjoyment of its Property or the curtailment of any easement, right or benefit relating thereto and all other compensation monies from time to time received by it in respect of its Property;
- (v) all of its rights, title and interest in and to all chattels from time to time hired, leased or rented by it to any other person together, in each case, with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract;
- (vi) all rights in relation to or under and all benefits of, any covenants for title given or entered into by any of its predecessors in title to its Property, all proceeds of a capital nature in relation to the disposal of its Property, the benefit of any contract for the sale, letting or other disposal of its Property and all present and future options to renew all leases or purchase all reversions (whether or not freehold) from time to time in relation to its Property;
- (vii) the benefit of all of its rights and claims against all lessees from time to time of the whole or any parts of its Property and all guarantors and sureties for the obligations of such lessees and against all persons who are under any obligation to it in respect of any works of design, construction, repair or replacement to, on or about its Property;
- (viii) its Equipment (whether from time to time in or on the Property (and not comprised in the Property) or otherwise), including without limitation all of its Equipment details of which are set out in Schedule 1 of the Debenture (which Schedule may be amended and substituted from time to time with the consent of the Security Agent) and the benefit of all of its rights and claims against any person in respect of the design, construction, repair or replacement of the same;
- (ix) all of its rights (including against third parties) and benefits in and to the Receivables, to the extent that they do not fall within any other paragraph of Clause 3.1 of the Debenture;
- (x) all of its rights and benefits in and to the Receivables Accounts and all monies standing to their credit;
- (xi) so far as permitted under the relevant document, its rights, title and interest in and to all contracts, agreements or warranties affecting or in any way relating to the Collateral and the benefit of all related rights and remedies; and
- (xii) any beneficial interest, claim or entitlement it has in any pension fund.

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4	<b>Short particulars of all the property mortgaged or charged</b>	
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Short particulars	<p><b>1.2 Floating Charge</b></p> <p>The Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations charged to the Security Agent for the benefit of the Beneficiaries by way of first floating charge all of its undertakings, property, assets and rights (including its Inventory and Equipment), whatsoever and wheresoever, both at 20 March 2007 and thereafter (save insofar as any of the same shall for the time being be effectively mortgaged or charged by way of first fixed charge under the provisions of Clause 3.1 of the Debenture or assigned by way of security under the provisions of Clause 3.3 of the Debenture). The floating charge created by the Chargor pursuant to Clause 3.2 of the Debenture is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act and the Chargor and the Security Agent agreed that paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Debenture.</p> <p><b>1.3 Assignment by way of Transaction Security</b></p> <p>Subject to Clause 3.4 of the Debenture, the Chargor with full title guarantee and as a continuing security for the payment, performance and discharge of the Secured Obligations assigned absolutely (in each case to the fullest extent capable of assignment) by way of security to the Security Agent for the benefit of the Beneficiaries all of its present and future rights, title and interest in and to:</p> <ul style="list-style-type: none"> <li>(a) all of its rights in respect of the Policies (including without limitation the proceeds therefrom);</li> <li>(b) the Receivables (to the extent not effectively charged by way of fixed charge pursuant to Clause 3.1 of the Debenture);</li> <li>(c) each Receivables Account maintained by it (including any such account specified in Schedule 3 of the Debenture) and any monies from time to time standing to the credit of any such account or any other account maintained with the Security Agent into which the proceeds of Receivables are paid (to the extent not effectively charged by way of fixed charge pursuant to Clause 3.1 of the Debenture);</li> <li>(d) the Related Rights; and</li> <li>(e) all of its rights in respect of any Contract together with all monies which at any time may be or become payable to it pursuant to any Contract and the proceeds of any claims, awards and judgments which may at any time be receivable or received by it pursuant thereto.</li> </ul> <p><b>1.4 Removal of Impediments to Charges and Assignments</b></p> <p>Under clause 3.4 of the Debenture, the Chargor covenanted to the extent that:</p> <ul style="list-style-type: none"> <li>(a) any right, title or interest described in Clause 3.1 is not capable of being charged; or</li> <li>(b) any right, title or interest described in Clause 3.3 is not capable of assignment,</li> </ul>	

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Short particulars	<p>to use its best endeavours as soon as reasonably practicable to obtain any relevant consent to such assignment or charge or to otherwise render the same capable of assignment or charge and, pending such interest becoming capable of assignment or charge, the charge purported to be created by Clause 3.1 of the Debenture or the assignment purported to be effected by Clause 3.3 of the Debenture (as the case may be) shall, without prejudice to the provisions of Clause 1.1(c)(ix) of the Debenture in relation to Receivables, only operate as a charge or an assignment (as the case may be) by way of continuing security of any and all proceeds, damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, in each case as continuing security for the payment, discharge and performance of the Secured Obligations. It was agreed that forthwith upon receipt of the relevant consent, the relevant right, title or interest shall stand charged or assigned to the Security Agent under Clause 3.1 or 3.3 of the Debenture (as the case may be) and the Chargor will, if required by the Security Agent, forthwith execute a valid fixed charge or legal assignment (as the case may be) in such form as the Security Agent shall require but on terms no more onerous than the Debenture.</p>	
	2	<b>Negative Pledge</b>
	2.1	<p>The Chargor covenanted with the Security Agent (save as permitted pursuant to the terms of the Transaction Documents) not to:</p> <p>(a) convey, transfer, assign, surrender or otherwise dispose of any interest (or agree to do any of the same) in its Property;</p> <p>(b) grant any consent or licence to assign, underlet or part with possession or occupation of its Property or any part thereof;</p> <p>(c) agree any rent review, accept any surrender or waive or vary any of the terms of any lease or tenancy relating to its Property from time to time (whether such lease is a lease under which the Chargor holds its Property or any lease superior thereto or derivative therefrom) or any of the terms of any guarantee, indemnity or other security in relation thereto (whether proprietary or by way of personal covenant only);</p> <p>(d) (save as aforesaid) grant any licences for alterations to or for any change of use or user of its Property or any part thereof;</p> <p>(e) institute any proceedings for forfeiture in relation to any such lease or tenancy; or</p> <p>(f) release any lessee, tenant, guarantor, surety or provider of security from any of its obligations thereunder or in relation thereto.</p>
	2.2	<p>The Chargor covenanted with the Security Agent:</p> <p>(a) (save as permitted under the terms of the Transaction Documents) not to create or permit to arise or subsist any licence, interest or right to occupy in favour of, or share possession of any of its Property with, any third party and not exercise the powers of leasing and accepting surrenders of leases contained in sections 99 and 100 of the Act (whether in respect of any lease under which it holds its Property or any lease superior thereto or derivative therefrom);</p>

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

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Short particulars

- (b) not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value of the Transaction Security or the rights of the Security Agent under the Debenture; and
- (c) save as permitted in the Transaction Documents, not to amend, vary, supplement, replace, release, novate, waive, surrender, determine, discharge, rescind or avoid any of the Collateral nor compound, grant any time or other indulgence or otherwise deal with any of the Collateral nor purport to do so (save, in the case of its assets charged by the Debenture by way of floating charge only, in the ordinary course of its operations).

### 3 Definitions

In this MG02:

**Act** means the Law of Property Act 1925;

**August 2004 Loan Agreement** means the convertible loan agreement dated 13 August 2004 among the Chargor (as borrower), the Lender (as lender), Wizz Air Hungary Kft and Wizz Air Polska SP Z.O.O. (as guarantors) and Swing Management Company Limited and Jozsef Janos Varadi (as founders);

**Beneficiaries** means the Security Agent, the Noteholders and the Lenders and the term "**Beneficiary**" means any one of them;

**Collateral** means all Property, Equipment, Inventory, Investments, Intellectual Property, Receivables, Receivables Accounts, Policies, Contracts and/or other assets and undertakings of the Chargor mortgaged, charged or assigned under the Debenture and, where the context so admits, each of them and any part thereof and the proceeds of the disposal of the same and all rights, title and interest in and to the same, in each such case as may now or in the future be the subject of the Transaction Security;

**Contracts** means all contracts and agreements to which the Chargor is a party and/or that confer any rights upon the Chargor (including any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it);

**Equipment** means all of the Chargor's machinery and equipment owned on 20 March 2007 or acquired thereafter, including processing equipment, conveyers, machine tools, data processing and computer equipment, including embedded software, and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, material, handling equipment, tools, attachments, accessories, automotive and office equipment, trailers, trucks, forklifts, mould, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property (which, for the avoidance of doubt, includes a tenant's fixtures and fittings), furnishings, furniture and other tangible personal property (except Inventory), together with all additions and accessories thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto, in the case of all of the foregoing, wherever they may be located, including without limitation the Equipment specified in Schedule 1 of the Debenture;

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Short particulars	<p><b>Event Of Default</b> means an Event of Default as defined in each of the August 2004 Loan Agreement, the Note Purchase Agreement, the Supplemental Note Purchase Agreement and the Second Supplemental Note Purchase Agreement;</p> <p><b>Intellectual Property</b> means (i) all of the intellectual property set out in Schedule 2 of the Debenture; (ii) all patents, utility models, trade marks, rights (registered or unregistered) in any designs, copyright, database rights, topography rights, plant breeders' rights, rights protecting goodwill and reputation, applications for any of the foregoing, and all rights and forms of protection of a similar nature or having equivalent effect to any of the foregoing anywhere in the world, that are owned by or licensed to the Chargor (or any nominee of the Chargor) whether on 20 March 2007 or at any time thereafter; and (iii) all confidential information and knowledge (including know how, inventions, secret formulae and processes, market information, and lists of suppliers and customers) that is in the possession or control of the Chargor (or any nominee of the Chargor) whether on 20 March 2007 or at any time thereafter;</p> <p><b>Intercreditor Deed</b> means the intercreditor deed dated 20 March 2007 entered into by and between, <i>inter alia</i>, the Chargor and Security Agent in respect of (among other matters) the security granted to the Security Agent (as agent and trustee for the Beneficiaries) pursuant to the Transaction Documents;</p> <p><b>Inventory</b> means all of the Chargor's inventory, goods and merchandise, owned on 20 March 2007 or acquired thereafter, wherever located, to be supplied under any contract of service or held for sale or lease, all raw materials, work-in-progress, finished goods, returned goods and materials and supplies of any kind, nature or description which are or might be used or consumed in its businesses or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them;</p> <p><b>Investments</b> means the Securities and the Related Rights relating to such Securities;</p> <p><b>Lenders</b> means the Security Agent in its capacity as lender together with any other person that becomes a Lender in accordance with (and as such term is defined in) the August 2004 Loan Agreement;</p> <p><b>Licenses</b> means all licences, consents and authorisations (statutory or otherwise) on 20 March 2007 or thereafter held or acquired by the Chargor, or held by a nominee of the Chargor, in connection with any business carried on by it or the use of any of the Collateral;</p> <p><b>Note Purchase Agreement</b> means the note purchase agreement dated 1 February 2005 entered into by and between the Chargor and the Noteholders named therein;</p> <p><b>Note Transfer Agreement</b> means the note transfer agreement dated 17 August 2006 and made between the Security Agent and the AerCap Entities (as defined therein);</p> <p><b>Noteholders</b> means (i) the entities and individuals listed in Schedule 9 of the Debenture, (ii) any other person that becomes a Noteholder in accordance with (and as such term is defined in) the Note Purchase Agreement; (iii) any other person that becomes a Noteholder in accordance with (and as such term is defined in) the Supplemental Note Purchase Agreement; (iv) any other person that becomes a Noteholder in accordance with (and as such term is defined in) the Second Supplemental Note Purchase Agreement; and (v) any other person that becomes a noteholder in accordance with the Note Transfer Agreement;</p>	

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4	Short particulars of all the property mortgaged or charged
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Short particulars	<p><b>Obligor</b> has the meaning given to it in the Note Purchase Agreement;</p> <p><b>Policies</b> means the policies of insurance in which the Chargor is interested details of which are specified in Schedule 4 of the Debenture and any other contracts and policies of insurance in which it may on 20 March 2007 or thereafter have an interest. This definition specifically excludes the Directors and Officers Insurance Policy of the Chargor held with Aon Professional Services;</p> <p><b>Property</b> means all freehold and leasehold properties and other real property both present and future owned by the Chargor or in which it is otherwise interested, including all buildings and other structures from time to time erected thereon and all fixtures and fittings (trade or otherwise) and fixed plant and machinery from time to time thereon or therein, including, without limitation, the Property specified in Schedule 8 of the Debenture;</p> <p><b>Receivables</b> means:</p> <ul style="list-style-type: none"> <li>(a) all book debts, both present and future, due or owing to the Chargor and all other monetary debts and claims, choses in action and other rights and benefits both present and future (including, in each case, the proceeds and all remittances in respect thereof and all damages and dividends in relation thereto) due or owing to the Chargor and the benefit of all related rights and remedies (including under negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing and liens);</li> <li>(b) all sums, both present and future, due or owing to the Chargor by way of grant, subsidy or refund by any statutory, legal or governmental body, authority or institution or by any body, authority or institution of the European Union; and</li> <li>(c) all payments representing or made in respect of paragraph (a) or (b);</li> </ul> <p><b>Receivables Account</b> means each account of the Chargor details of which are specified in Schedule 3 of the Debenture (to which Receivables are to be paid or credited) and all other accounts or sub-accounts opened or maintained on 20 March 2007 or in the future by the Chargor with any bank, financial institution or other person satisfactory to the Security Agent or (following the occurrence of an Event of Default that has not been remedied or waived in accordance with the terms of the Note Purchase Agreement, the Supplemental Note Purchase Agreement, the Second Supplemental Note Purchase Agreement or the August 2004 Loan Agreement, as appropriate) as the Security Agent shall specify;</p> <p><b>Related Rights</b> means in relation to any of the Securities:</p> <ul style="list-style-type: none"> <li>(a) all assets deriving from such Securities (or any other asset referred to in paragraph (b) below) including all allotments, accretions, offers, rights, dividends, distributions, interest, income, benefits, powers, privileges, authorities, remedies and advantages whatsoever at any time accruing, offered or otherwise derived from or incidental to such Securities (or any other asset referred to in paragraph (b) below); and</li> <li>(b) all stocks, shares, rights, money or property accruing or offered at any time whether by way of conversion, consolidation, redemption, bonus, preference, exchange, purchase, subdivision, substitution, option, interest or otherwise in respect thereof;</li> </ul>



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

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Short particulars

**Second Supplemental Note Purchase Agreement** means the note purchase agreement dated 23 June 2006 and made between, among others, the Company (as issuer), the Guarantors, the Founders and the Participating Investors (in each case, as defined therein) pursuant to which the Company issued New Series D Notes (as defined therein) to the Participating Investors (as defined therein);

**Securities** means all shares, stocks, debentures, debenture stock, bonds, warrants, options, coupons or other securities and investments of any kind whatsoever owned by the Chargor (including rights to subscribe for, convert into or otherwise acquire the same) whether marketable or otherwise, and all other interests (including loan capital) on 20 March 2007 or thereafter owned by the Chargor from time to time in any company, firm, consortium or entity situated in England and Wales, including the Securities specified in Schedule 6 of the Debenture;

**Slots** means any entitlement, regulatory consent or similar of the Chargor to use any airport infrastructure on a particular time and date or the purpose of landing and takeoff of aircraft subsisting at the date hereof and for such time as the Debenture shall remain in force and effect;

**Supplemental Note Purchase Agreement** means the note purchase agreement dated 9 March 2006 and made between, among others, the Company (as issuer), the Guarantors and Indigo, the Original Noteholders and the Founders (in each case, as defined therein) pursuant to which the Company issued New Series A Notes (as defined therein) to Indigo;

**Transaction Documents** has the meaning given to the term Finance Documents in the Intercreditor Deed and the term "**Transaction Document**" shall mean any one or more of them as the context require;

**Transaction Security** means the security created by (or purported to be created by) the Debenture.

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## Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Sanjarbek Abdukhalilov

Company name Denton Wilde Sapte LLP

Address One Fleet Place

London

Post town

County/Region

Postcode E C 4 M 7 W S

Country

DX DX:242 LONDON/CHANCERY LANE

Telephone 020 7242 1212

## 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 completed the charge details in Section 2.
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders.
- ☒ You have completed the short particulars of the property mortgaged or charged.
- ☒ You have confirmed whether the charge is to be satisfied in full or in part.
- ☒ You have signed the form.

## Important information

Please note that all information on this form will appear on the public record.

## 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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)