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Please complete
legibly, preferably
in black type, or
bold block lettering

*Insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

30602/13

395

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

10111

FC028897

Name of company

* easyJet Leasing Limited (the "Company")

Date of creation of the charge

23 September 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

A deed of mortgage and security assignment dated 23 September 2009 between
the Company and Calyon S.A. as security trustee (the "Security Trustee") in
respect of the Second Aircraft (the "Deed").

Amount secured by the mortgage or charge

The amount secured by the Deed is the full amount of the Secured
Obligations for the time being and from time to time and the property
hereby mortgaged is so mortgaged for the full payment, performance and
discharge of the Secured Obligations for the time being and from time to
time.

Please see the attached Schedule to Form 395 (Definitions) for definitions.

Names and addresses of the mortgagees or persons entitled to the charge

Calyon S.A.
9 Quai du President, Paul Doumer
Paris la Defense Cedex, France

Postcode 92920

Presentor's name address and
reference (if any):

Clifford Chance LLP
via CH London Counter
10 Upper Bank Street
London
E14 5JJ

Time critical reference

MIL/70-40455328/WJG

For official Use (02/00)

Mortgage Section

Post room

FRIDAY



LD4

L0A4QDRT

02/10/2009

176

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

MORTGAGE

By clause 2.2 of the Deed, as a continuing security for the payment, performance and discharge of the Secured Obligations, the Company has 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

By clause 2.3 of the Deed, as a continuing security for the payment, performance and discharge of the Secured Obligations, the Company has 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

By clause 2.4 of the Deed, the Company has 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 Clause 2.3 (Assignment) of the Deed.

FURTHER ASSURANCE

The Deed contains a covenant for further assurance.

Please see the attached schedule to Form 395 (Definitions) for definitions.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

None

Signed Clifford Chance LLP Date 2 October 2009

On behalf of ~~XXXXXXXX~~ (mortgagee) ~~XXXXXXXX~~ †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Schedule to Form 395

DEFINITIONS

In this Form 395:

"Acceding Lender" means any bank, financial institution, trust fund or other entity which has issued a Confirmation Notice in respect of an Option Facility.

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

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

"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 (i) in respect of the Facility 2 Loan the affiliate subordination letter dated 23 September 2009 given to the Security Trustee and Agent (on behalf of each of the Secured Parties) by the Operator and (ii) in respect of any other Facility a subordination letter provided by an Affiliate of the Original Borrower to the Agent and the Security Trustee (on behalf of each of the Secured Parties) in connection with a Permitted Lease Agreement to that Affiliate of the Original Borrower substantially in the form set out in schedule 14 (*Affiliate Subordination Letter*) of the Facility Agreement.

"Agent" means Calyon S.A. in its capacity as agent for and on behalf of the Finance Parties.

"Airbus Confirmation of Sale" means, as appropriate, (i) the confirmation of sale relating to the Second Aircraft executed on 17 June 2009 by the Airframe Manufacturer in favour of the Original Borrower pursuant to the Purchase Agreement and (ii) in respect of any other Facility 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 Original Borrower pursuant to the Purchase Agreement.

"Aircraft" means any or all as the context may require, of the First Aircraft, the Second Aircraft, the Third Aircraft, the Fourth Aircraft, the Fifth Aircraft, the Sixth Aircraft, the Seventh Aircraft, the Eighth Aircraft, the Ninth Aircraft and the Tenth Aircraft, but only for so long as such Aircraft continues to be financed pursuant to the Facility Agreement, and each as more particularly described in the Proceeds Deed.

"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, (i) in relation to the Facility 2 Loan and the Second Aircraft, the airframe warranties agreement dated 23 September 2009 between the Original Borrower, the Operator, the Airframe Manufacturer and the Security Trustee in relation to the Airframe Warranties; and (ii) in relation to any other Facility in respect of an Aircraft, the airframe warranties agreement entered into, or to be entered into, as the context may require, between the Original Borrower, (and Owner, if different), any Operator, the Airframe Manufacturer and the Security Trustee in relation to the Airframe Warranties.

"Assigned Insurance Property" means, in respect of an Aircraft, all of the right, title and interest (present and future, actual and contingent) of the Owner under any and all contracts or policies of insurance (including reinsurance) required to be effected and maintained in respect of the Aircraft whilst that Owner is not the operator of the Aircraft.

"Assigned Property" means (a) the Assigned Insurance Property and (b) the Assigned Requisition Proceeds Property.

"Assigned Requisition Proceeds Property" means, in respect of an Aircraft, all of the right, title and interest (present and future, actual and contingent) of the Owner in respect of the Requisition Proceeds.

"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 Original Borrower 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, property, 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.

"Confirmation Notice" means the confirmation notice substantially in the form set out in part C (*Form of Confirmation Notice*) of schedule 3 (*Notices*) of the Facility Agreement or such other form as the Agent, the Borrower and the Lender(s) whom is/are participating in such Option Facility may agree.

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

"Delivery Documents" means (i) the Airbus Confirmation of Sale, (ii) a copy of the certificate of technical acceptance (howsoever described) relating to an Aircraft executed by

the Owner in favour of the Airframe Manufacturer, and (iii) any other document, instrument or agreement which is agreed in writing by the Original Borrower and the Agent to be a Delivery Document and "**Delivery Document**" means any of them.

"**Deregistration Power of Attorney**" means (i) in respect of the Facility 2 Loan the irrevocable deregistration and export power of attorney dated 23 September 2009 dated by the Owner in favour of the Security Trustee and (ii) in respect of any other Facility, the deregistration and export power of attorney entered into or, as the context may require, to be entered into between the Owner in favour of the Security Trustee.

"**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 3 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).

"**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 (i) in respect of the Facility 2 Loan and the Second Aircraft the engine warranties agreement dated 23 September 2009 between the Original Borrower the Operator, the Engine Manufacturer and the Security Trustee in relation to the Engine Warranties; and (ii) in respect of any other Facility in relation to an Aircraft, the engine warranty agreement entered into or, as the context may require, to be entered into between the Original Borrower, (and Owner, if different), any Operator, the Engine Manufacturer and the Security Trustee in relation to the Engine Warranties.

"**Facility**" means Facility 1, Facility 2, Facility 3, Facility 4, Facility 5, Facility 6, Facility 7, Facility 8, Facility 6, Facility 7, Facility 8, Facility 9 and Facility 10 as the context may require, and more particularly described in the Proceeds Deed.

"**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 the loan made under Facility 2 or the principal amount outstanding for the time being of that loan.

"Facility Agreement" means the \$310,000,000 facility agreement dated 16 September 2009 between the Company, the Guarantor, the Agent, the Security Trustee and the Original Lenders in relation to the financing or refinancing of the Aircraft.

"Finance Parties" means each of the Lenders, the Agent and the Security Trustee and **"Finance Party"** means any of them.

"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 (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 1 August 2009).

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

"Initial Facilities" means each of Facility 1, Facility 2, Facility 3, Facility 4, Facility 5, Facility 6 and Facility 7.

"Lender" means:

- (a) any Original Lender;
- (b) Acceding Lender; and
- (c) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with clause 22 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has 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, a Facility 3 Loan, a Facility 4 Loan, a Facility 5 Loan, a Facility 6 Loan, a Facility 7 Loan, a Facility 8 Loan, a Facility 9 Loan or a Facility 10 Loan, as the context may require, and each as more particularly described in the Proceeds Deed.

"Loan Supplement" means, (a) in respect of the Facility 2 Loan the loan supplement no. 2 dated 23 September 2009 between the Company and the Agent and (b) in respect of any other 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 relevant Lenders), (i) substantially in the form set out in schedule 4 (*Loan Supplement*) of the Facility Agreement in respect of the Initial Facilities or (ii) substantially in the form set out in the schedule to the applicable Confirmation Notice in respect of the relevant Option Facility.

"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 Security Trustee and/or the Finance Parties.

"Mortgage and Security Assignment" means, (i) in respect of the Facility 2 Loan and the Second Aircraft, the Deed; and (ii) in relation to any other 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.

"Obligors" means, in respect of any Facility, the relevant Borrower and the Guarantor.

"Obligor Accession Letter" means a document substantially in the form set out in schedule 15 (*Form of Obligor Accession Letter*) of the Facility Agreement.

"Obligor Resignation Letter" means a letter substantially in the form set out in schedule 16 (*Form of Obligor Resignation Letter*) of the Facility Agreement.

"Operator" means, (i) in respect of Facility 2 and the Second Aircraft, easyJet Airline Company Limited; and (ii) in respect of any other Facility in respect of an Aircraft the Owner of such Aircraft or if the Owner has entered into a lease agreement in respect of such Aircraft pursuant to schedule 10 (*Operational Covenants*) of the Facility Agreement the relevant Permitted Lessee.

"Option Facilities" means each of Facility 8, Facility 9 and Facility 10.

"Original Borrower" means the Company, an exempted company incorporated and existing under the laws of the Cayman Islands, having its registered office at F.C.M. Ltd., P.O. Box 1982, Governor's Square, #1-205, West Bay Road, Grand Cayman, KY1 1104, Cayman Islands.

"Original Lender" means the financial institutions listed in schedule 1 (*The Original Lenders*) of the Facility Agreement as lenders in respect of the relevant Initial Facilities set opposite the relevant Lender's name in such schedule 1 (*The Original Lenders*).

"Owner" means (i) in respect of Facility 2 and the Second Aircraft, the Company, and (ii) in respect of any other 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 12 (*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 dated 16 September 2009, between the Company, the Guarantor, the Agent, the Security Trustee 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; (ii) the Council Regulation (EC) No. 149/2003 which updates and amends Council Regulation (EC) 1334/2000 or equivalent European Union Sanction; (iii) the United States Export Administration Act 1979 (as amended) or any successor legislation and/or the Export Administration Regulations promulgated thereunder; (iv) where applicable, the various regulations administered from time to time by the Office of Foreign Assets Control of the U.S. Treasury Department or any similar or corresponding legislation then in effect in the United States, the United Kingdom, France or Germany;
- (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 Original Borrower and the Guarantor in respect of certain aircraft including the Aircraft, as the same has been further amended prior to the date of this Deed.

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

"Requisition Proceeds" means, in respect of any Aircraft, any moneys or other compensation receivable by the Owner or the Operator from any government (whether civil, military or *de facto*) 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.

"Second Aircraft" means the Airbus A320-214 aircraft having registration mark G-EZTG bearing manufacturer's serial number 3946 with two (2) CFM 56-5B4/3 Engines with serial numbers 699420 and 699421, including 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.

"Secured Obligations" means any and all moneys, liabilities and obligations (whether actual or contingent, whether existing on 23 September 2009 or thereafter 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.

"Secured Parties" means the Security Trustee, 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, the Airframe Warranty Agreement, the Engine Warranty 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 10 (*Operational Covenants*) of the Facility Agreement.

"Subordination Acknowledgement" means an acknowledgement of subordination provided by a Permitted Lessee to the Agent and the Security Trustee (on behalf of each 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,

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.

"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 Original Borrower and the Agent to be a Transaction Document and **"Transaction Document"** means any of them.

Schedule to Form 395 in respect of a Deed of Mortgage and Security Assignment dated 23 September 2009
between easyJet Leasing Limited and Calyon S.A. MSN 3946



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. FC28897
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF MORTGAGE AND
SECURITY ASSIGNMENT DATED 23 SEPTEMBER 2009 AND
CREATED BY EASY JET LEASING LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO
ANY OF THE SECURED PARTIES UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 2 OCTOBER
2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 DECEMBER
2009**

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Companies House
— for the record —



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