

# MR04

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



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☒ **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  
against a company

☐ **What this form is NOT**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against an LLP  
LL MR04



A12

\*A39PNQVN\*

09/06/2014

#51

COMPANIES HOUSE

### 1 Company details

Company number 03034606

Company name in full EASYJET AIRLINE COMPANY LIMITED

156

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation ①

When was the charge created?

→ **Before 06/04/2013** Complete Part A and Part C

→ **On or after 06/04/2013** Complete Part B and Part C

① **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge ②

Charge creation date 27/05/2011

② **Property acquired**  
If section 859C of the Companies  
Act 2006 applies, this is the date  
that the property was acquired

### A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description Mortgage and security assignment in respect of one (1) Airbus A320-214 aircraft with manufacturer's aerial number 4721, entered into between easyJet Airline Company Limited as owner (the "Owner") and KfW IPEX-Bank GmbH as security trustee (as successor to Crédit Agricole Corporate and Investment Bank as mortgagee, pursuant to a Deed of Resignation and Appointment dated 30 December 2011) (the "Security Trustee") (the "Deed")

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

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**Short particulars of the property or undertaking charged**

Short particulars

Please give the short particulars of the property or undertaking charged

- 1) As a continuing security for the payment, performance and discharge of the Secured Obligations, the Owner mortgaged to the Security Trustee on behalf of the Secured Parties all of its right, title and interest, present and future, in the Aircraft by way of first priority fixed legal mortgage
- 2) As a continuing security for the payment, performance and discharge of the Secured Obligations, the Owner 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
- 3) Notwithstanding and in addition to the assignment of the Assigned Property in accordance with the terms of the Deed, as security for payment and discharge by the Owner of the Secured Obligations, the Owner 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 had not been assigned pursuant to the terms of the Deed

**Defined Terms**

"**Accession Undertaking**" means an undertaking in substantially the form set out in the Proceeds Deed

"**Affiliate Subordination Letter**" means a subordination letter provided by an Affiliate of the 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 Borrower substantially in the form set out in the Facility Agreement

"**Agent**" means KFW IPEX-Bank GmbH in its capacity as agent for and on behalf of the Finance Parties

"**Aircraft**" means the "Eighth Aircraft" as defined 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

"**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 the 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

**Continuation page**

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

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### Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

**"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

**"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 Borrower and the Agent to be a Delivery Document and **"Delivery Document"** means any of them

**"Eighth Aircraft"** means the Airbus A320-214 aircraft as more particularly described in the Loan Supplement relating to Facility 8, 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

**"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)

**"Facility 8"** means the dollar term loan facility made or to be made available under the Facility Agreement in respect of the Eighth Aircraft as described in the Facility Agreement

**"Facility Agreement"** means the facility agreement entered into, or to be entered into, as the context may require between the Borrower, the Guarantor, the Agent, the Security Trustee, the Original Lenders and the Hedging Counterparties 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

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## Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<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>"Hedging Agreement"</b> means each hedging agreement, in the Hedge Agreement Form (or such other form as the relevant Hedging Counterparty and the Borrower may agree), entered into or to be entered into, as the context may require, between a Hedging Counterparty and the Borrower</p> <p><b>"Hedging Counterparty"</b> means KfW IPEX-Bank GmbH in its capacity as hedging counterparty under a Hedging Agreement.</p> <p><b>"Lender"</b> means (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the terms of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</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 the Borrower and the Agent (for itself and as agent for the relevant Lenders), substantially in the form set out in the Facility Agreement</p> <p><b>"Obligors"</b> means the Borrower and the Guarantor</p> <p><b>"Original Lender"</b> means the financial institutions listed in the Facility Agreement as lenders</p> <p><b>"Owner"</b> means, in respect of an Aircraft and any Loan related to that Aircraft, the Borrower</p> <p><b>"Parts"</b> 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</p> <p><b>"Party"</b> means, in respect of any Transaction Document, a party to such Transaction Document</p> <p><b>"Proceeds Deed"</b> means the proceeds deed dated 30 July 2010 between easyJet Airline Company Limited as the borrower, easyJet plc as the guarantor, Credit Agricole Corporate and Investment Bank as security trustee, KfW Ipex-Bank GmbH as agent, the Hedging Counterparties and the Lenders(as defined therein)</p> <p><b>"Receiver"</b> means a receiver or receiver and manager or administrative receiver of the whole or any part of the Collateral</p>	

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### Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

**"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

**"Secured Obligations"** means 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 by any Obligor pursuant to any Transaction Document

**"Secured Parties"** means the Security Trustee, any Receiver or Delegate, the Agent, each Lender and each Hedging Counterparty

**"Security Documents"** means (i) each Mortgage, each Airframe Warranty Agreement, each 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 the Borrower and the Agent and the Hedging Counterparties 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)

**"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)

**"Transaction Documents"** means (i) the Facility Agreement, the Proceeds Deed, the Security Documents, each Hedging Agreement, each Loan Supplement, the Delivery Documents, 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 Borrower and the Agent to be a Transaction Document and

**"Transaction Document"** means any of them

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## Part B Charges created on or after 06/04/2013

B1

### Charge code

Please give the charge code This can be found on the certificate

Charge code ❶

				-					-			
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❶ Charge code

This is the unique reference code allocated by the registrar

## Part C To be completed for all charges

C1

### Satisfaction

I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

☒ In full

☐ In part

C2

### Details of the person delivering this statement and their interest in the charge

Please give the name of the person delivering this statement

Forename(s)

Clifford Chance LLP

Surname

Please give the address of the person delivering this statement

Building name/number

10

Street

Upper Bank Street

Post town

London

County/Region

Postcode

E 1 4 5 J J

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Third party on behalf of chargee

C3

### Signature

Please sign the form here

Signature

Signature

X Clifford Chance LLP

X

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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 Harry Phillips

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



### 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

#### Part A Charges created before 06/04/2013

- ☐ You have given the charge date  
☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3

#### Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code

#### Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1  
☐ You have given the details of the person delivering this statement in Section C2  
☐ 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,  
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)