

108-923-13
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 a Scottish
company. To do this, please use
form MG01s

THURSDAY



LD4 03/01/2013 #115
COMPANIES HOUSE

1

Company details

Company number

0 3 0 3 4 6 0 6

Company name in full

EASYJET AIRLINE COMPANY LIMITED

(the "Company")

206

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

Date of creation of charge

Date of creation

d2 d0 m1 m2 y2 y0 y1 y2

3

Description

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

A Deed of Assignment of Insurances in respect of one Airbus A320-214
Aircraft with Manufacturer's Serial Number 5201, dated 20 December 2012
between the Company as assignor and Aviación Británica, A.I.E. as
assignee (the "Assignee") (the "Assignment")

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Amount secured

Amount secured

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

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, without
limitation, any obligation or liability to pay
damages), which are now or which may at any time
and from time to time hereafter be due, owing,
payable or incurred or be expressed to be due,
owing, payable or incurred from or by the Company to
the Assignee under the Operating Lease Agreement
and the other Operative Documents (the "Secured
Obligations")

Continuation page

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

MG01**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	AVIACIÓN BRITÁNICA, A I E
Address	AVENIDA DE CANTABRIA, S/N EDIFICIO AMAZONIA, SECOND FLOOR, BOADILLA DEL MONTE 28660, MADRID, SPAIN
Postcode	
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

In accordance with clause 3 1 of the Assignment, the Company with full title guarantee thereby assigns and agrees to assign absolutely all of the Assigned Property to and in favour of the Assignee in order to secure the full and punctual payment, performance and discharge by the Company of all of the Secured Obligations.

In accordance with clause 3 3 of the Assignment, the Company shall at all times remain liable to perform all obligations expressed to be assumed by it under or in respect of the Assigned Property, the Operating Lease Agreement and the other Operative Documents and nothing therein contained and no exercise by the Assignee of any rights under the Assignment or any other Operative Document shall constitute or be deemed to constitute an assumption or acceptance by the Assignee or any obligation of the Company

In accordance with clause 3 4 of the Assignment, the Assignee agrees with the Company that it will not enforce its rights and claims in and to the Assigned Property under the Assignment unless and until an Event of Default has occurred and is continuing

In accordance with clause 5 2.2 of the Assignment, the Company shall not assign or otherwise deal with, nor shall it agree to or acquiesce in the assignment or other dealing by any other person with, the Assigned Property and shall not create or incur, nor shall it agree to or acquiesce in any other person creating or incurring, any Security Interest in or upon the Assigned Property, save for the assignment and the Security Interest constituted by this Assignment and other than as permitted by the Operative Documents to which the Assignee is a party.

Unless defined elsewhere on this form MG01, defined terms have the meaning given to them in the attached continuation pages (in Section 6 (Short Particulars))

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

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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).

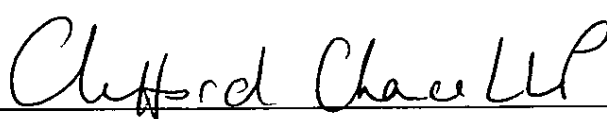
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Signature

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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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 Michelle Lovick 70-40531960

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



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

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] 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 or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"Aircraft" means the Airbus A320-214 bearing Manufacturer's Serial Number 5201 and United Kingdom Registration Mark G-EZWA together with the engines bearing Serial Numbers 645153 and 645154 whether or not any of the engines may from time to time be installed on the airframe or on any other airframe,

"Aircraft Sale Agreement" means the agreement entered or to be entered into between the Head Lessor as buyer and the Seller providing for the sale of the Aircraft by the Seller to the Head Lessor;

"Airframe" means (i) the airframe described in Schedule 1 (*Aircraft Description*) of the Operating Lease Agreement (excluding the Engines or any engines from time to time installed thereon) and (ii) any and all Parts incorporated in or installed on or attached to such airframe when delivered and leased hereunder or from time to time thereafter incorporated, installed or attached or which, after removal therefrom, remain the property of the Owner in accordance with the terms of the Operating Lease Agreement and all replacements, renewals and additions made in accordance with the terms of the Operating Lease Agreement,

"Airframe Warranties" means certain warranties granted by the Manufacturer pursuant to the Purchase Agreement;

"Airframe Warranties Agreement" means the airframe warranties agreement entered into or to be entered into, as the context may require, between the Lessee, the Lessor, the Security Trustee and the Manufacturer in relation to the Airframe Warranties,

"Assigned Property" means all of the rights, benefits, title and interest, present and future, of the Company under, to and in any and all Insurances and any and all Requisition Compensation;

"Bill of Sale" means the bill of sale in respect of the Aircraft executed or to be executed by the Seller in favour of the Head Lessor pursuant to the Aircraft Sale Agreement,

"Borrower Facility Agreement" means the facility agreement entered into or to be entered into between the Intermediate Lender as borrower, the Facility Agent, the Paying Agent, the Security Trustee and the Lenders in relation to, *inter alia*, the Aircraft,

"Compulsory Acquisition" means requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation by any Government Entity but shall exclude requisition for use or hire not involving requisition of title,

"Delivery" means the time at which the Aircraft is acquired by the Head Lessor pursuant to the Aircraft Sale Agreement and the Bill of Sale,

"Delivery Date" means the date on which Delivery occurs;

"Deregistration Power of Attorney" means the deregistration power of attorney granted by the Lessee in favour of the Lessor and the Security Trustee ;

"Engine Manufacturer" means CFM International, S A , a company duly

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Please give the short particulars of the property mortgaged or charged

Short particulars

incorporated and existing under the laws of France,

"Engine" means any or all (as the context may require) of the two (2) engines installed on the Airframe at the Delivery Date and described in Schedule 1 (*Aircraft Description*) of the Operating Lease Agreement (or any other engine which replaces such engine or is substituted therefor in accordance with the terms of the Operating Lease Agreement) whether or not installed on the Airframe or any other airframe for so long as title thereto shall remain vested in the Owner in accordance with the terms of the Operating Lease Agreement, together in each case with any and all Parts incorporated in, installed on or attached to, such Engine (or any other engine which replaces such Engine or is substituted therefor in accordance with the terms of the Operating Lease Agreement) when delivered and leased hereunder or from time to time thereafter, or which, after removal therefrom, remain the property of the Owner or all replacements, renewals and additions made in accordance with the terms of the Operating Lease Agreement,

"Engine Warranties Agreement" means the engine warranties agreement entered into or to be entered into on or about the date hereof between the Lessee, the Lessor, the Security Trustee and the Engine Manufacturer in relation to warranties relating to the Engines,

"Event of Default" means any of the events and circumstances referred to in Clause 18 (*Events of Default*) of the Operating Lease Agreement,

"Facility Agent" means Sumitomo Mitsui Banking Corporation, Brussels Branch in its capacity as facility agent for the Lenders,

"Facility Supplements" means, in respect of an Aircraft, (i) the Facility Supplement (as defined in the Borrower Facility Agreement), (ii) the Facility Supplement (as defined in the HL Facility Agreement), (iii) the Facility Supplement (as defined in the OL Facility Agreement) and (iv) the CEA Supplement (as defined in the OL Currency Exchange Agreement), in each case in respect of such Aircraft,

"Finance Parties" means, together, the Lenders, the Intermediate Lender, the Facility Agent, the Paying Agent and the Security Trustee, and

"Finance Party" means any of them;

"Fee Letter" means any letter or letters entered into between all or some of the Lessee, the Lessee Guarantor, the Operating Lessor, the Head Lessor, the Lessor Parent and the Finance Parties in respect of certain fees in relation to the transactions contemplated by the Operative Documents which are expressed to be **"Fee Letters"**,

"Government Entity" means

- (a) any national government, political subdivision thereof or local jurisdiction therein,
- (b) any instrumentality, board commission, authority, court or agency of any of the foregoing, however constituted; and
- (b) any association, organisation or institution of which any of the foregoing is a member or to whose jurisdiction any thereof is subject or in whose activities any of the above is a participant;

"Head Lease Acceptance Certificate" means a certificate substantially in the form set out in schedule 2 to the Head Lease Agreement,

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"Head Lease Agreement" means the aircraft finance lease agreement (*contrato de arrendamiento financiero*) entered into or to be entered into, as the context shall require, between the Head Lessor and the Lessor in respect of the Aircraft,

"Head Lessor" means Santander Lease S.A., E.F.C.;

"Head Lessor Mortgage" means the English law mortgage in respect of the Aircraft, granted or to be granted, as the context shall require, by the Head Lessor in favour of the Security Trustee,

"Head Lessor Security Assignment" means the head lessor security assignment entered into or to be entered into, as the context may require, between the Head Lessor and the Security Trustee in respect of the Aircraft and certain Operative Documents relating to such Aircraft, together with all notices and acknowledgements to be issued or given thereunder,

"HL Facility Agreement" means the head lessor facility agreement entered into or to be entered into, as the context shall require, between the Intermediate Lender, the Paying Agent and the Head Lessor as borrower in relation to, *inter alia*, the Aircraft,

"HL Pledge" means the first ranking pledge agreement entered into or to be entered into, as the context may require, between, *inter alios*, the Security Trustee, the Head Lessor and the Lessor in respect of, *inter alia*, certain credit rights under the Head Lease Agreement (including a deed of ratification of powers ancillary thereto),

"Intermediate Lender" means Tophorn Funding Limited;

"Intercreditor Deed" means the intercreditor deed entered into or to be entered into between, *inter alios*, the Security Trustee, the Facility Agent, the Intermediate Lender, the Subordinated Lender, the banks and financial institutions named therein as banks, the Head Lessor, the Lessor, the Lessor Parent and the Lessee;

"Insurances" means (a) any and all policies and contracts of insurance (other than third party liability insurances) taken out or maintained by the Company or in respect of which the Company is a beneficiary from time to time in accordance with the requirements of the Operating Lease Agreement in respect of or which relate to the Aircraft or any part thereof and (b) all the benefits of, and all claims under, and the right to make all claims under, all such policies and contracts of insurances;

"Lenders" means together the "Lenders" (as defined in the Borrower Facility Agreement), being as at the date hereof Sumitomo Mitsui Finance Dublin Limited, and including any other person which has become a Party in accordance with Clause 10.1 (*Assignments and Transfers by Lenders*) of the Intercreditor Deed as a "Lender" and which, in each case, has not ceased to be a party in accordance with the terms of this Deed (and "Lender" means any of them),

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"**Lessee**" means the Company with its registered office at Hangar 89, London Luton Airport, Bedfordshire, LU2 9PF;

"**Lessee Delivery Notice**" has the meaning specified in paragraph (a)(iii) of Clause 3.1 of the Operating Lease Agreement,

"**Lessee Guarantee No. 1**" means the guarantee entitled "Lessee Guarantee No. 1" executed or to be executed, as the context may require, by the Lessee Guarantor in favour of the Lessor (for onward assignment to the Security Trustee pursuant to the Operating Lessor Security Assignment) in relation to the Aircraft;

"**Lessee Guarantee No. 2**" means the guarantee entitled "Lessee Guarantee No. 2" executed or to be executed, as the context may require, by the Lessee Guarantor in favour of the Lessor in relation to the Aircraft,

"**Lessee Guarantor**" means easyJet plc,

"**Lessor**" means the Assignee,

"**Lessor Parent**" means Banco Santander, S.A.,

"**Lessor Parent Letter (Finance Parties)**" means the lessor parent letter executed or to be executed by the Lessor Parent in favour of the Security Trustee in respect of the Lessor,

"**Lessor Parent Letter (Lessee)**" means the lessor parent letter executed or, as the context may require, to be executed by the Lessor Parent in favour of the Lessee in respect of the Lessor,

"**Lessor Parent Letters**" means the Lessor Parent Letter (Lessee) and the Lessor Parent Letter (Finance Parties), and "**Lessor Parent Letter**" means any one of them;

"**Manufacturer**" means Airbus S.A.S;

"**Mortgage**" means the Head Lessor Mortgage and, where the Operating Lessor is Owner, the Operating Lessor Mortgage;

"**OL Currency Exchange Agreement**" means the operating lessor currency exchange agreement entered into or to be entered into as the context may require between the Lessor, the Intermediate Lender and the Paying Agent in relation to, *inter alia*, the Aircraft,

"**OL Facility Agreement**" means the operating lessor facility agreement entered into or to be entered into as the context may require between the Intermediate Lender, the Paying Agent and the Lessor as borrower in relation to, *inter alia*, the Aircraft,

"**Operating Lease Acceptance Certificate**" means a certificate substantially in the form set out in Schedule 3 (*Form of Acceptance Certificate*) of the Operating Lease Agreement;

"**Operating Lease Agreement**" means the aircraft operating lease agreement entered into or to be entered into, as the context shall require, between the Assignee as lessor and the Company as lessee in respect of one (1) Airbus A320-214 aircraft with manufacturer's serial number 5201,

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"Operating Lessor" means the Assignee,

"Operating Lessor Mortgage" means the English law mortgage in respect of the Aircraft granted or to be granted, as the context may require by the Operating Lessor in favour of the Security Trustee (as supplemented with effect from the date of transfer of title to the Aircraft in accordance with the Head Lease Agreement by the Supplemental Operating Lessor Mortgage);

"Operating Lessor Security Assignment" means the operating lessor security assignment entered into or to be entered into, as the context may require, between the Lessor and the Security Trustee in respect of the Aircraft and certain Operative Documents relating to such Aircraft, together with all notices and acknowledgements to be issued or given thereunder,

"Operative Documents" means (a) the Aircraft Sale Agreement, each Lessor Parent Letter, the Operating Lease Agreement, the Lessee Guarantee No 1, the Lessee Guarantee No 2, the Operating Lease Acceptance Certificate, the Lessee Delivery Notice, the Deregistration Power of Attorney, the Head Lease Agreement, the Head Lease Acceptance Certificate, the Intercreditor Deed, the Borrower Facility Agreement, the OL Facility Agreement, the HL Facility Agreement, the OL Currency Exchange Agreement, the Facility Supplements relating to the Aircraft, the Fee Letters, the *Póliza Original de Elevación a Público de Contratos Privados* and the Security Documents (including, without limitation, the Mortgages), (b) the other Operative Documents (as defined in the Intercreditor Deed) and (c) any other document, instrument or agreement which is agreed in writing by the Lessor and the Lessee (with the consent of the Security Trustee) to be an Operative Document for the purposes of the Operating Lease Agreement,

"Owner" means:

- (a) the Head Lessor, or
- (b) upon title to the Aircraft being transferred to the Lessor in accordance with the Head Lease Agreement, and for so long as such title continues to be vested in the Lessor, the Lessor,

"Part" means any part, component, appliance, accessory, navigational appurtenance, furnishing, module, instrument or other item of equipment (other than complete Engines) that at any time of determination is incorporated or installed in or attached to the Airframe or an Engine or title to which remains or is required to remain vested in the Lessor,

"Paying Agent" means Banco Santander, S A , in its capacity as Paying Agent for and on behalf of the Finance Parties,

"Póliza Original de Elevación a Público de Contratos Privados" means the Spanish notarial deed or deeds (being in the form of "Escritura" or "Póliza") executed or, as the context may require, to be executed by, inter alios, some or all of the Head Lessor, the Lessor, the Lessee and the Security Trustee,

"Purchase Agreement" means the aircraft purchase agreement (reference CC-C377.0041/02) dated 30 December 2002, as amended and restated pursuant to a deed of confirmation dated 11 March 2003 between the Manufacturer, the Lessee Guarantor and the Company, its appendices, amendments and

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Short particulars	<p>letter agreements, as amended and supplemented to the date hereof,</p> <p>"Requisition Compensation" means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Aircraft,</p> <p>"Security Documents" means (a) the Operating Lessor Security Assignment, the Head Lessor Security Assignment, the Mortgages (including the Supplemental Operating Lessor Mortgage), the Airframe Warranties Agreement, the Engine Warranties Agreement, the Assignment, the IL Share Charge and the HL Pledge, (b) the other Security Documents (as defined in the Intercreditor Deed), (c) any other document, instrument or agreement entered into with the written consent of the Lessee, the Lessor and the Security Trustee by the Lessee and/or the Lessor and/or the Head Lessor in connection with the transaction contemplated by the Operative Documents that are expressed to be "Security Documents" and (d) in each case, all notices, official or court notifications, acknowledgements and consents required to be issued in accordance with the terms thereof or in order to perfect any of the foregoing,</p> <p>"Security Interest" means any encumbrance or security interest whatsoever, howsoever created or arising (but excluding any right of set off arising in favour of a bank and by way of operation of law),</p> <p>"Security Trustee" means Sumitomo Mitsui Banking Corporation, Brussels Branch, in its capacity as security trustee for and on behalf of itself and the other Finance Parties,</p> <p>"Seller" means the Lessee, in its capacity as seller under the Aircraft Sale Agreement;</p> <p>"Subordinated Lender" means Abbey National Treasury Services PLC (trading as Santander Global Banking & Markets);</p> <p>"Supplemental Operating Lessor Mortgage" means the supplement to the Operating Lessor Mortgage entered into or to be entered into, as the context may require, by the Operating Lessor in favour of the Security Trustee, substantially in the form scheduled to the Operating Lessor Mortgage.</p>	



**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. 206**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT OF
INSURANCES DATED 20 DECEMBER 2012 AND CREATED BY
EASYJET AIRLINE COMPANY LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
AVIACION BRITANICA, A.I.E. 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 3 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2013



Companies House



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