

# MG01

## Particulars of a mortgage or charge



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### 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

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

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### Company details

Company number

0 3 0 3 4 6 0 6

Company name in full

EASYJET AIRLINE COMPANY LIMITED ✓

(the "Assignor")

### → Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

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### Date of creation of charge

Date of creation

18 11 2010 ✓

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### Description

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

Description

An assignment of insurances dated 18 November 2010 between the Assignor  
and Aviación Scorpius, A I E (the "Assignee") in respect of one (1)  
Airbus A319-100 aircraft with manufacturer's serial number 4437 (the  
"Assignment of Insurances")

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### Amount secured

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

Amount secured

(  
0

Any and all moneys, liabilities and obligations  
(whether actual or contingent, whether existing on  
18 November 2010 or thereafter arising, whether or  
not for the payment of money, and including,  
without limitation, any obligation or liability to  
pay damages), which were on 18 November 2010 or  
which may at any time and from time to time  
thereafter be due, owing, payable or incurred or be  
expressed to be due, owing, payable or incurred  
from or by the Assignor to the Assignee under the  
Operating Lease Agreement and the other Operative  
Documents (the "Secured Obligations") Unless  
defined elsewhere on this form MG01, please see the  
attached MG01 continuation page in section 6 (Short  
particulars of all the property charged) of this  
form for the defined terms which are used within  
this form (including in such continuation page)

### 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 Scorpius, A I E

Address Avenida de Cantabria, s/n Edificio Amazonia

2nd 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

The Assignor with full title guarantee has assigned and agreed 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 Assignor of all of the Secured Obligations

The Assignment of Insurances contains covenants for further assurance and a negative pledge

Unless defined elsewhere on this form MG01, please see the attached MG01 continuation page in section 6 (Short particulars of all the property charged) of this form for the defined terms which are used within this form (including in such continuation page)

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## Particulars of a mortgage or charge

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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 866).

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 870). 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 Clifford Chance LLP

X

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

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## Particulars of a mortgage or charge



### Presenter information

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

Contact name Dawei Hu

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town

County/Region London

Postcode E 1 4 5 J J

Country UK

DX 149120 Canary Wharf 3

Telephone 020 7006 2195



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



### Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



### Important information

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



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

#### For companies registered in England and Wales

The Registrar of Companies, Companies House  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

#### For companies registered in Scotland

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

#### For companies registered in Northern Ireland

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Aircraft" means the Airframe together with the Engines whether or not any of the Engines may from time to time be installed on the Airframe or on any other airframe</p> <p>"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</p> <p>"Airframe" means (1) the airframe described in Schedule 1 of the Operating Lease Agreement (excluding the Engines or any engines from time to time installed thereon) and (11) 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 this Agreement and all replacements, renewals and additions made in accordance with the terms of this Agreement</p> <p>"Airframe Warranties Agreement" means the airframe warranties agreement dated 18 November 2010 between the Lessee, the Lessor, the Security Trustee and the Manufacturer in relation to warranties relating to the Airframe</p> <p>"Assigned Property" means all of the rights, benefits, title and interest, present and future, of the Assignor under, to and in any and all Insurances and any and all Requisition Compensation</p> <p>"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</p> <p>"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</p> <p>"Delivery Date" means the date on which Delivery occurs</p> <p>"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</p> <p>"Deregistration Power of Attorney" means the deregistration power of attorney granted, as the context may require, by the Lessee in favour of the Lessor and the Security Trustee</p> <p>"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 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 Lessor in accordance with the terms of the Operating Lease Agreement, together in each case with any and all Parts incorporated in,</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>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 Lessor or all replacements, renewals and additions made in accordance with the terms of the Operating Lease Agreement</p> <p>"Engine Manufacturer" means CFM International, S A , a company duly incorporated and existing under the laws of France</p> <p>"Engine Warranties Agreement" means the engine warranties agreement dated 18 November 2010 between the Lessee, the Lessor, the Security Trustee and the Engine Manufacturer in relation to warranties relating to the Engines</p> <p>"Facility Agent" means Credit Agricole Corporate and Investment Bank, in its capacity as facility agent for the Lenders</p> <p>"Facility Supplements" means (1) the Head Lessor Facility Supplement entered into or to be entered into as the context shall require between Santander Lease S A., E F C and the Facility Agent, (2) the Operating Lessor Facility Supplement entered into or to be entered into as the context shall require between the Lessor and the Facility Agent and (3) the CEA Supplement entered into or to be entered into as the context shall require between the Lessor and the Facility Agent</p> <p>"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"</p> <p>"Finance Parties" means, together, the Lenders, the Facility Agent, the Paying Agent and the Security Trustee, and "Finance Party" means any of them</p> <p>"Government Entity" means</p> <ul style="list-style-type: none"> <li>(a) any national government, political subdivision thereof or local jurisdiction therein,</li> <li>(b) any instrumentality, board commission, authority, court or agency of any of the foregoing, however constituted, and</li> <li>(c) 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</li> </ul> <p>"Head Lease Acceptance Certificate" means a certificate substantially in the form set out in schedule 2 to the Head Lease Agreement</p> <p>"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</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>respect of the Aircraft</p> <p>"Head Lessor" means Santander Lease S A., E F C (subject to Clause 2 15 (Replacement of Head Lessor) of the Intercreditor Deed)</p> <p>"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.</p> <p>"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</p> <p>"HL Facility Agreement" means the head lessor facility agreement entered into or to be entered into, as the context shall require, between the Security Trustee, the Facility Agent, the financial institutions named therein as banks and the Head Lessor as borrower in relation to, inter alia, the Aircraft</p> <p>"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)</p> <p>"Insurances" means (a) any and all policies and contracts of insurance (other than third party liability insurances) taken out or maintained by the Assignor or in respect of which the Assignor 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</p> <p>"Intercreditor Deed" means the intercreditor deed entered into or to be entered into between, inter alios, the Security Trustee, the Facility Agent, the banks and financial institutions named therein as banks, the Head Lessor, the Lessor, the Lessor Parent and the Lessee</p> <p>"Lenders" means Credit Agricole Corporate And Investment Bank and KfW IPEX-Bank GmbH</p> <p>"Lessee" means easyJet Airline Company Limited, a company incorporated under the laws of England and Wales with its registered office at Hangar 89, London Luton Airport, Bedfordshire, LU2 9PF, UK</p> <p>"Lessee Delivery Notice" has the meaning specified in Clause 3 1(a) (iii) of the Operating Lease Agreement</p>

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## Particulars of a mortgage or charge

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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

"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 Aviación Scorpius, A I E., a Spanish economic interest group (agrupación de interés económico) formed under the laws of Spain with its registered office at Avenida de Cantabria, s/n Edificio Amazonia, Second Floor, Boadilla del Monte 28660, Madrid, Spain

"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 Letter" means the Lessor Parent Letter (Finance Parties) and the Lessor Parent Letter (Lessee)

"Manufacturer" means Airbus S A S .

"Mortgage" means the Head Lessor Mortgage and, where the Operating Lessor is Owner, the Operating Lessor Mortgage (together, the "Mortgages")

"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 Lenders, the Facility Agent and the Security Trustee 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 Security Trustee, the Facility Agent, the financial institutions party thereto as banks and the Lessor as borrower

"Operating Lease Acceptance Certificate" means a certificate substantially in the form set out in Schedule 3 of the Operating Lease Agreement

"Operating Lease Agreement" means the aircraft operating lease agreement dated 4 November 2010 between the Assignee as lessor and the Assignor as lessee in respect of one (1) Airbus A319-100 aircraft with manufacturer's



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>serial number 4437</p> <p>"Operating Lessor" means the Lessor</p> <p>"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 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)</p> <p>"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</p> <p>"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 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</p> <p>"Owner" means</p> <p>(a) the Head Lessor, or</p> <p>(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</p> <p>"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</p> <p>"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</p> <p>"Requisition Compensation" means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the</p>

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## Particulars of a mortgage or charge

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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

Aircraft

"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 of Insurances 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

"Security Trustee" means KfW IPEX-Bank GmbH, in its capacity as security trustee for and on behalf of itself and the other Finance Parties

"Seller" means the Lessee, in its capacity as seller under the Aircraft Sale Agreement

"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



## **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. 141**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES  
DATED 18 NOVEMBER 2010 AND CREATED BY EASYJET  
AIRLINE COMPANY LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO AVIACION  
SCORPIUS, 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 29 NOVEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 NOVEMBER  
2010

*DS*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES