

MG02

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



iris
LASERFORM

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

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

FRIDAY



L10 *L1KDBPGO* 26/10/2012 #102
COMPANIES HOUSE

on, please
at
ise gov uk

1	Company details	For official use 168
Company number	0 3 0 3 4 6 0 6	→ Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	easyJet Airline Company Limited	

2	Creation of charge	1 You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge' 2 The date of registration may be confirmed from the certificate
Date charge created	d2 d7 m0 m9 y2 y0 y1 y1 /	
Description 1	Mortgage and Security Assignment /	
Date of registration 2	d1 d0 m1 m0 y2 y0 y1 y1 /	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if you need to enter more details
	Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	
Name	Credit Agricole Corporate and Investment Bank	
Address	9, quai du President Paul Doumer 92920 Paris La Defense Cedex, France	
Postcode		
Name		
Address		
Postcode		
Name		
Address		
Postcode		

30/10/12 151

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

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

Short particulars

Unless defined elsewhere on this Form MG02, all capitalised terms used in this section 4 are defined in the schedule on the continuation pages to this section 4

The Owner has acknowledged to the Security Trustee that the amount secured by the Mortgage and Security Assignment and in respect of which the Mortgage and Security Assignment and the security created by it is enforceable is the full amount of the Secured Obligations for the time being and from time to time and has covenanted with the Security Trustee that the property mortgaged is so mortgaged for the full payment, performance and discharge of the Secured Obligations for the time being and from time to time

As a continuing security for the payment, performance and discharge of the Secured Obligations, the Owner has 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

As a continuing security for the payment, performance and discharge of the Secured Obligations, the Owner has assigned and has 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

Neither the Security Trustee nor any of the Secured Parties shall be under any obligation in relation to the Assigned Property as a consequence of the Mortgage and Security Assignment and the Owner shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Assigned Property

5

Satisfaction of the debt

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

☒ In full

☐ In part

① Please tick one box only

6

Signature

Please sign the form here

Signature

Signature

X Clifford Chance

X

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

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Short particulars

Schedule

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

"Additional Borrower" means a company which becomes a Borrower in accordance with the terms 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 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 the Facility Agreement

"Agent" means Credit Agricole Corporate and Investment Bank (formerly known as Calyon S A), as agent for the Lenders

"Airbus Confirmation of Sale" means 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 the "Sixth 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

"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, 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

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"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 the terms 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 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 the irrevocable deregistration and export power of attorney executed or, as the context may require, to be executed by each Owner in favour of the Security Trustee in respect of each Aircraft, substantially in the form set out in the Facility Agreement

"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

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Short particulars	<p>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)</p> <p>"Engine Manufacturer" means CFM International S A , a societe anonyme organised and existing under the laws of France, having its principal place of business at 2 Boulevard du General Martin Valin, 75015, Paris, France</p> <p>"Engine Warranties" has the meaning given to the term "Warranties" in each Engine Warranty Agreement</p> <p>"Engine Warranty Agreement" means, in relation to an Aircraft, the engine warranties 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</p> <p>"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</p> <p>"Facility 1" means the multicurrency term loan facility made available under the Facility Agreement in respect of the First Aircraft as described in the terms of the Facility Agreement</p> <p>"Facility 1 Loan" means the loan made or to be made under Facility 1 or the principal amount outstanding for the time being of that loan</p> <p>"Facility 2" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Second Aircraft as described in the terms of the Facility Agreement</p> <p>"Facility 2 Loan" means a loan made or to be made under Facility 2 or the principal amount outstanding for the time being of that loan</p> <p>"Facility 3" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Third Aircraft as described in the terms of the Facility Agreement</p>	

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"Facility 3 Loan" means a loan made or to be made under Facility 3 or the principal amount outstanding for the time being of that loan

"Facility 4" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Fourth Aircraft as described in the terms of the Facility Agreement

"Facility 4 Loan" means a loan made or to be made under Facility 4 or the principal amount outstanding for the time being of that loan

"Facility 5" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Fifth Aircraft as described in the terms of the Facility Agreement

"Facility 5 Loan" means a loan made or to be made under Facility 5 or the principal amount outstanding for the time being of that loan

"Facility 6" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Sixth Aircraft as described in the terms of the Facility Agreement

"Facility 6 Loan" means the loan made or to be made under Facility 6 or the principal amount outstanding for the time being of that loan

"Facility 7" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Seventh Aircraft as described in the terms of the Facility Agreement

"Facility 7 Loan" means the loan made or to be made under Facility 7 or the principal amount outstanding for the time being of that loan

"Facility 8" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Eighth Aircraft as described in the terms of the Facility Agreement

"Facility 8 Loan" means the loan made or to be made under Facility 8 or the principal amount outstanding for the time being of that loan

"Facility 9" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Ninth Aircraft as described in the terms of the Facility Agreement

"Facility 9 Loan" means the loan made or to be made under Facility 9 or the principal amount outstanding for the time being of that loan

"Facility 10" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Tenth Aircraft as described in the terms of the Facility Agreement

"Facility 10 Loan" means the loan made or to be made under Facility 10 or

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Short particulars	<p>the principal amount outstanding for the time being of that loan</p> <p>"Facility Agreement" means the facility agreement in respect of the refinancing of, inter alia, the Aircraft dated 16 September 2009 entered into between the Original Lenders, the Security Trustee, the Agent, the Guarantor and the Original Borrower, together with any document, instrument or agreement entered into from time to time by the Parties which has the effect of amending or supplementing such facility agreement</p> <p>"Fifth Aircraft" means the Airbus A320-214 airframe having registration mark G-EZTJ and bearing manufacturer's serial number 3979, 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</p> <p>"Finance Parties" means each of the Lenders, the Agent and the Security Trustee and "Finance Party" means any of them</p> <p>"First Aircraft" means the Airbus A320-214 aircraft as more particularly described in the Loan Supplement relating to Facility 1, 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</p> <p>"Fourth Aircraft" means the Airbus A320-214 airframe having registration mark G-EZTI and bearing manufacturer's serial number 3975, 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</p> <p>"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</p> <p>"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)</p> <p>"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary</p> <p>"Initial Facilities" means Facility 1, Facility 2, Facility 3, Facility 4, Facility 5, Facility 6 and Facility 7 (each an "Initial Facility")</p> <p>"Lenders" means KfW IPEX-Bank GmbH</p>

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"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

"Loan Supplement" means, in respect of each 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 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 the first priority English law mortgage and security assignment in respect of the Aircraft dated 27 September 2011 entered into between the New Borrower (as owner and mortgagor of the Aircraft) and the Security Trustee (as mortgagee) by which the New Borrower granted to the Security Trustee the security interests set out therein

"New Borrower" means EASYJET AIRLINE COMPANY LIMITED, a company incorporated and existing under the laws of England (Company No 03034606), having its registered office at Hangar 89, London Luton Airport, Bedfordshire, LU2 9PF, England

"Ninth Aircraft" means the Airbus A320-214 aircraft as more particularly described in the Loan Supplement relating to Facility 9, 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

"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 the Facility Agreement

"Obligor Resignation Letter" means a letter substantially in the form set out in the Facility Agreement

"Operator" means, 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 the Facility Agreement the relevant Permitted Lessee

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Short particulars	<p>"Option Facility" means any one of Facility 8, Facility 9 and Facility 10</p> <p>"Optional Currency" means euro</p> <p>"Original Borrower" means easyJet Leasing Limited, 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, KYI 1104, Cayman Islands</p> <p>"Original Lender" means Calyon S A</p> <p>"Owner" means EASYJET AIRLINE COMPANY LIMITED, a company incorporated and existing under the laws of England (Company No 03034606) with its registered office at Hangar 89, London Luton Airport, Luton, Bedfordshire, LU2 9PF, England</p> <p>"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</p> <p>"Party" means, in respect of any Transaction Document, a party to such Transaction Document</p> <p>"Permitted Lease Agreement" means an aircraft lease agreement between the Owner and the Permitted Lessee in respect of an Aircraft that complies with the Facility Agreement</p> <p>"Permitted Lessee" means any solvent and duly certified commercial passengerairline whose jurisdiction of incorporation and Habitual Base are each not a Prohibited Country</p> <p>"Proceeds Deed" means the proceeds deed dated 16 September 2009 between, <i>inter alios</i>, the New Borrower (by way of accession) and the Security Trustee as security trustee</p> <p>"Prohibited Country" means, in relation to an Aircraft, any country</p> <p>(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;</p>

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Short particulars

(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 the Proceeds 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 airframe having registration mark G-EZTG and bearing manufacturer's serial number 3946, 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

"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 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 (1) each Mortgage, each Airframe Warranty Agreement, each Engine Warranty Agreement and each Deregistration Power of Attorney and (11) 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

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issued in accordance with the terms thereof or in order to perfect any of the foregoing agreements)

"Security Trustee" means CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, in its capacity as security trustee for the Secured Parties

"Seventh Aircraft" means the Airbus A320-214 airframe having registration mark G-EZTL and bearing manufacturer's serial number 4012, 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

"Sixth Aircraft" means the Airbus A320-214 airframe having registration mark G-EZTK and bearing manufacturer's serial number 3991, 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

"State of Registration" means in respect of any Aircraft, the jurisdiction in which such Aircraft is registered from time to time pursuant to 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.

"Tenth Aircraft" means the Airbus A320-214 aircraft as more particularly described in the Loan Supplement relating to Facility 10, 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

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relating thereto

"Third Aircraft" means the Airbus A320-214 airframe having registration mark G-EZTH and bearing manufacturer's serial number 3953, 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

"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

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



Important information

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



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
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