

MG01

Particulars of a mortgage or charge

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iris
LASERFORM

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

You cannot use particulars of a company To do form MG01s

MONDAY



LD3 15/10/2012 #103
COMPANIES HOUSE

please
t
gov uk

1

Company details

Company number 0 3 0 3 4 6 0 6

Company name in full EASYJET AIRLINE COMPANY LIMITED (the "Assignor")

203

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 2 5 10 09 2 0 1 2

3

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

Assignment of insurances in respect of one Airbus A319-111 aircraft manufacturer's serial number 2412 dated 25 September 2012 entered into between the Assignor and The Royal Bank of Scotland plc (the "Assignee") (the "Assignment")

4

Amount secured

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

Amount secured

All capitalised terms used in this form MG01, unless defined elsewhere in this form MG01, are defined in the schedule of definitions in the continuation pages to this entry 4.

The Assignor has covenanted to pay and discharge all of the Secured Obligations when due and has acknowledged to the Assignee that the amount secured by the Assignment and in respect of which the Assignment and the security created by the Assignor is enforceable is the full amount of the Secured Obligations and the Assignor has covenanted with the Assignee that the property assigned and charged is so assigned and charged for the full payment, performance and discharge of the Secured Obligations

Continuation page

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p style="text-align: center;">Schedule of Definitions</p> <p>"Additional Borrower" means a person which becomes an Additional Borrower in accordance with the terms of the Facility Agreement.</p> <p>"Agent" means Royal Bank of Scotland plc, a financial institution incorporated under the laws of Scotland and having its registered office at 36 St. Andrew's Square, Edinburgh EH2 2YB, Scotland Lender.</p> <p>"Agreed Form" means the form agreed between the Agent and easyJet Leasing Limited pursuant to an agreed form side letter dated on or about the date of the Facility Agreement.</p> <p>"Aircraft Manufacturer" means Airbus S A S. (legal successor of Airbus S N C formerly known as Airbus G I E).</p> <p>"Aircraft" means one (1) Airbus A319-111 aircraft bearing manufacturer's serial number 2412.</p> <p>"Airframe Warranties Agreement" means, in relation to any Aircraft, the agreement in respect of airframe warranties entered into or to be entered into between the relevant Borrower, the Security Trustee and the Aircraft Manufacturer, substantially in the Agreed Form</p> <p>"Arranger" means Royal Bank of Scotland plc, a financial institution incorporated under the laws of Scotland and having its registered office at 36 St Andrew's Square, Edinburgh EH2 2YB, Scotland</p> <p>"Assigned Property" means, collectively, all of the right, title and interest, present and future, of the Assignor to and in respect of the Insurances and the Requisition Proceeds.</p> <p>"Borrower" means easyJet Leasing Limited or any Additional Borrower</p> <p>"Deed of Novation" means the deed of novation dated 25 September 2012 entered into between, <i>inter alios</i>, easyJet Leasing Limited as the original borrower, easyJet Sterling Limited as the acceded borrower, the Assignor and the Assignee.</p> <p>"Engine Manufacturer" means CFM International, S A</p> <p>"Engine Warranties Agreement" means, in relation to any Aircraft, the agreement in respect of engine warranties entered into or to be entered into between the relevant Borrower, the Security Trustee and the Engine Manufacturer, substantially in the Agreed Form.</p> <p>"Facility Agreement" means the facility agreement dated 4 May 2004 between easyJet Leasing Limited, easyJet Sterling Limited (by accession) and the Finance Parties, 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>"Fee Letter" means: (a) the front-end fee letter; or (b) the agency fee letter, both dated on or about the date of the Facility Agreement between the Agent and easyJet Leasing Limited setting out the fees referred to in the terms of the Facility Agreement.</p>	

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Particulars of a mortgage or charge

4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>"Finance Document" means the Facility Agreement together with the Fee Letters, Guarantee, Airframe Warranties Agreements, Engine Warranties Agreements, Assignments of Insurances, Mortgages (in each case as defined in the Facility Agreement) and the Deed of Novation and any other document designated as such in accordance with the Facility Agreement.</p> <p>"Finance Party" means the Assignee together with the Arranger, Agent, and Lenders</p> <p>"Guarantee" means the guarantee dated on or about the date of the Facility Agreement between the Guarantor and the Security Trustee in respect of the Borrowers' obligations under the Finance Documents.</p> <p>"Guarantor" means easyJet plc, a public limited company incorporated under the laws of England and having its registered office at Hangar 89, Luton Airport, Bedfordshire, LU2 9PF, England.</p> <p>"Insurances" means, in so far as the same relates to the Aircraft: (a) all policies and contracts of insurance or reinsurance (other than third party liability, passenger baggage, cargo and mail insurances or reinsurances) effected from time to time in respect of, or relating to, the Aircraft or any part thereof, and (b) all the benefits of, and claims under, all such policies and contracts of insurance and reinsurance and all proceeds thereof</p> <p>"Lenders" means (a) The Royal Bank of Scotland plc, and (b) any bank, financial institution, trust, fund or other person 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>"Mortgage" means, in relation to any Aircraft, the first priority aircraft mortgage entered into or to be entered into between the relevant Borrower as mortgagor and the Security Trustee as mortgagee in respect of that Aircraft, substantially in the Agreed Form</p> <p>"Obligor" means the Assignor, the Guarantor and each Additional Borrower</p> <p>"Party" means a Party to the Facility Agreement</p> <p>"Requisition Proceeds" means any proceeds of requisition (whether for title, use, hire or otherwise) confiscation, nationalisation, sequestration, detention, forfeiture or any compulsory acquisition whatsoever or seizure of the Aircraft or any part thereof.</p> <p>"Secured Obligations" means all moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by any Obligor in any currency, actually or contingently, on any account whatsoever pursuant to the Facility Agreement, the Assignment or any other Finance Document, or as a consequence of any breach, non-performance, disclaimer or repudiation by any Obligor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the relevant Obligor) of any of its obligations under the Facility Agreement, the Assignment or any other Finance Document, and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them.</p>

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Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Security Trustee" means The Royal Bank of Scotland plc, a financial institution incorporated under the laws of Scotland and having its registered office at 36 St. Andrew's Square, Edinburgh EH2 2YB, Scotland, as security trustee for the other Finance Parties.</p>	

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

THE ROYAL BANK OF SCOTLAND PLC

Address

36 St Andrew's Square

Edinburgh, Scotland

Postcode

E H 2 2 Y B

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

To the extent that any of the Assigned Property is not at any time assigned pursuant to the terms of the Assignment, the Assignor with full title guarantee hereby, by way of first fixed charge, charges and agrees to charge to, and creates and agrees to create in favour of, the Assignee a general encumbrance in such part of the Assigned Property to the fullest extent permitted by applicable law.

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7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission, allowance or discount	None	
8	Delivery of instrument	
	<p>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).</p> <p>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).</p>	
9	Signature	
	Please sign the form here	
Signature	<p>Signature</p> <p>X Clifford Chance X</p>	
	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 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



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 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



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. 203**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES
DATED 25 SEPTEMBER 2012 AND CREATED BY EASYJET
AIRLINE COMPANY LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM ANY OBLIGOR 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 15 OCTOBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 OCTOBER
2012

OK



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES