

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

✓ 395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

00400074/59

For official use

Company number

[[12]]

3034606

Name of company

\* easyJet Airline Company Limited, (the "Company"),

Date of creation of the charge

4 July 2008

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental Rent Account Charge in relation to Account Number EAC2735-USDA, (the "Charge"),

Amount secured by the mortgage or charge

7 All moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Company in any currency, actually or contingently, on any account whatsoever pursuant to the Sub-Lease Agreement and the Charge, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Company (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Company) of any of its obligations under the Sub-Lease Agreement and the Charge, and references to the Secured Obligations include references to any of them, and any amount expressed to be payable under the Sub-Lease Agreement or the Charge shall be deemed to form part of the Secured Obligations

Please see Addendum 2/4 for Definitions,

Names and addresses of the mortgagees or persons entitled to the charge

Altair Aircraft Leasing Limited, a company incorporated under the laws of Ireland, AIB International Centre, International Financial Services Centre, Dublin, Ireland, (the "Chargee"),

Postcode Dublin 1

Presenter's name address and reference (if any)

Norton Rose LLP  
3 More London Riverside  
London  
SE1 2AQ

RENG/LN15881/8062748v1

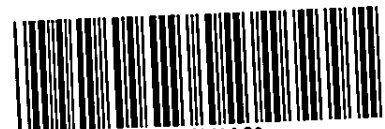
Time critical reference

For official Use (02/06)

Mortgage Section

Post room

THURSDAY



LD2

"LKLCV1A8"

10/07/2008

51

COMPANIES HOUSE

**The Account and the Supplemental Rent**

In addition to which, the Company has undertaken that it shall not assign or otherwise dispose of or deal with the Supplemental Rent and shall not create or incur nor shall it agree to or acquiesce in the creation or incurrance by any other person of, any lien in or upon the Supplemental Rent, or give any consent, waiver or approval under the Sub-Lease Agreement in respect of the Supplemental Rent, or taken any other action in connection with the Supplemental Rent if such consent, waiver, approval or other action would materially adversely affect the value of the interest and rights or exercise any right of set-off, counterclaim or defence with respect to the Supplemental Rent against any Encumbrance Party

Please see Addendum 4/4 for Definitions

Please do not  
write in  
this margin

*Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed

*Norton Rose LLP.*

Date 10 July 2008

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)

† delete as  
appropriate

**Notes**

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,  
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or  
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,  
for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

\*insert full name  
of Company

\* easyJet Airline Company Limited, (the "Company");

## Addendum 1/4

## 1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

## 2 Amount due or owing on the mortgage or charge (continued)

**Account** means the Supplemental Rent Account,**Account Bank** means The Royal Bank of Scotland plc,**Agent** means Bayerische Hypo- und Vereinsbank AG acting through its London branch at Moor House, 120 London Wall, London EC2Y 5ET as agent for the Encumbrance Payees,**Aircraft** means one (1) Airbus A319-111 aircraft bearing manufacturer's serial number 2735,**Charged Property** means all of the property charged in favour of Company, namely the Account and the Supplemental Rent,**Common Terms Agreement** means the aircraft lease common terms agreement dated 7 August 2003 and made between Aviation Financial Services Inc and the Company (as supplemented by a letter dated 4 May 2004),**Encumbrance Party** means the Agent, the Security Trustee and each Encumbrance Payee,**Encumbrance Payees** means any person or persons from time to time notified by Chargee to Chargor as providing finance to Original Owner or Chargee in respect of its acquisition, ownership or leasing of the Aircraft, whether by way of loan, superior lease or otherwise,**Event of Default** means any event or condition specific in schedule nine of the Common Terms Agreement,**Intermediate-Lessor** means Al Islami Aircraft Limited,**Lease Novation and Amendment Agreement** means the aircraft lease novation and amendment agreement with respect to the Sub-Lease Agreement entered into on 28 March, 2008, between the Chargee (as new lessor), the Original Owner (as old lessor) and the Company (as new lessee),**Notice** means the Company and the Chargee undertaking to deliver a notice to the Account Bank promptly following 4 July 2008,**Original Owner** means Celestial Aviation Trading 6 Limited,**Secured Obligations** means all moneys, liabilities and obligations which are now or at any time hereafter may be due, owing or payable by the Company in any currency, actually or contingently, on any account whatsoever pursuant to the Sub-Lease Agreement and the Charge, or as a consequence of any breach, non-performance, disclaimer or repudiation by the Company (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Company) of any of its obligations under the Sub-Lease Agreement and the Charge, and (except as expressly otherwise provided) references to the Secured Obligations include references to any of them and any amount expressed to be payable under the Sub-Lease Agreement or the Charge shall be deemed to form part of the Secured Obligations,**Security Trustee** means Bayerische Hypo- und Vereinsbank AG acting through its London branch at Moor House, 120 London Wall, London EC2Y 5ET as agent for the Encumbrance Payees,**Sub-Lease Agreement** means the aircraft specific lease agreement dated 6 April 2006 incorporating the terms of the Common Terms Agreement and made between Company and the Original Owner, as novated to the Chargee pursuant to the Lease Novation and Amendment Agreement relating to the Aircraft,

Name of company

\*insert full name  
of Company

\* easyJet Airline Company Limited, (the "Company");

**Supplemental Rent** means all sums from time to time standing to the credit of or earned upon the Account together with all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith,

**Supplemental Rent Account** means the dollar deposit Account opened by the Company in its name with the Account Bank, numbered EAC2735-USDA,

## Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

## Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

**Account** means the Supplemental Rent Account,

**Account Bank** means The Royal Bank of Scotland plc,

**Agent** means Bayerische Hypo-und Vereinsbank AG acting through its London branch at Moor House, 120 London Wall, London EC2Y 5ET as agent for the Encumbrance Payees,

**Aircraft** means one (1) Airbus A319-111 aircraft bearing manufacturer's serial number 2735,

**Common Terms Agreement** means the aircraft lease common terms agreement dated 7 August 2003 and made between Aviation Financial Services Inc and the Company (as supplemented by a letter dated 4 May 2004),

**Encumbrance Party** means the Agent, the Security Trustee and each Encumbrance Payee,

**Encumbrance Payees** means any person or persons from time to time notified by Chargee to Company as providing finance to the Original Owner or Chargee in respect of its acquisition, ownership or leasing of the Aircraft, whether by way of loan, superior lease or otherwise,

**Lease Novation and Amendment Agreement** means the aircraft lease novation and amendment agreement with respect to the Sub-Lease Agreement entered into on 28 March, 2008, between the Chargee (as new lessor), the Original Owner (as old lessor) and the Company (as new lessee),

**Original Owner** means Celestial Aviation Trading 6 Limited,

**Security Trustee** means Bayerische Hypo- und Vereinsbank AG acting through its London branch at Moor House, 120 London Wall, London EC2Y 5ET as agent for the Encumbrance Payees,

**Sub-Lease Agreement** means the aircraft specific lease agreement dated 6 April 2006 incorporating the terms of the Common Terms Agreement and made between Company and the Original Owner, as novated to the Chargee pursuant to the Lease Novation and Amendment Agreement relating to the Aircraft,

**Supplemental Rent** means all sums from time to time standing to the credit of or earned upon the Account together with all entitlements to interest, the right to repayment and other rights and benefits accruing thereto or arising in connection therewith,

**Supplemental Rent Account** means the dollar deposit Account opened by the Company in its name, with the Account Bank, numbered EAC2735-USDA,



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY NO. 3034606  
CHARGE NO. 121

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUPPLEMENTAL RENT ACCOUNT  
CHARGE DATED 4 JULY 2008 AND CREATED BY EASYJET  
AIRLINE COMPANY LIMITED FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO ALTAIR  
AIRCRAFT LEASING LIMITED UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 10 JULY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 JULY 2008



*Companies House*  
— for the record —

PS



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES