

MG01

Particulars of a mortgage or charge



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 is NOT for**

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

TUESDAY



LD3

\*LLXLPLNL\*

13/07/2010

69

COMPANIES HOUSE

1

**Company details**

7

For official use

Company number

0 3 7 8 0 3 0 6

Company name in full

OMEGA LEASING LIMITED (the "Company")



**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

d1 d2 m0 m7 y2 y0 y1 y0

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

Floating Charge (the "Charge")

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**Amount secured**

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

Amount secured

a) all moneys and liabilities whatsoever which are due, owing or payable by the Company to any of the Noteholders and/or the Collateral Agent in any currency, actually or contingently, solely and/or jointly and/or severally with another or others, as principal or surety on any account whatsoever under or pursuant to the UK Lessor Guaranty (as such term is defined in the Note Purchase Agreements), the Notes, the Note Purchase Agreements, the Charge or any other Financing Document or as a consequence of any breach, non-performance, disclaimer or repudiation by any Obligor of any of its obligations under or pursuant to the UK Lessor Guaranty, the Notes, the Note Purchase Agreements, the Charge or any other Financing Document, and

(See continuation sheet 1)

**Continuation page**

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

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**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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	WILMINGTON TRUST FSB (the "Collateral Agent")	
Address	166 Mercer Street - Suite 2 R	
	New York, United States of America	
Postcode	N Y 1 0 0 1 2	
Name		
Address		
Postcode		

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>The property, assets and rights for the time being and from time to time comprised in or subject to the floating charge contained in the Charge including, without limitation, any property, assets and rights subject to any fixed charge arising by virtue of a notice served under clause 12 1 of the Charge (the "Charged Property")</p> <p>At any time following the occurrence of a Relevant Event, or at any time prior thereto if the Collateral Agent reasonably determines that all or any part of the Charged Property is in danger of being seized or sold under any form of distress or execution levied or is threatened or otherwise in jeopardy or that the security hereby created may not be capable of immediate enforcement after the same shall have become exercisable, the Collateral Agent may, by notice in writing to the Company, convert the floating charge contained in the Charge into a fixed charge over all of the Charged Property for the time being subject to said floating charge, or over so much of the same as is specified in the notice, the floating charge should be converted into a fixed charge upon service of such notice against the property, assets and undertaking specified therein</p> <p>The Company covenants with the Collateral Agent that</p> <p>a) it shall not create or permit to arise or exist any Lien (as such term is defined in the Note Purchase Agreement) (other than Permitted Liens) over or affecting (i) any UK Portfolio Engine (as such term is defined in the Note Purchase Agreement) or (ii) any rights, revenues or proceeds derived from any UK Portfolio Engine, and</p> <p>b) it shall not create or permit to arise or exist any Lien (other than Permitted Liens) over or affecting any of its business, assets, undertakings or revenues</p> <p>"Permitted Lien" means liens permitted in accordance with Section 10 2 of each of the Note Purchase Agreements,</p> <p>"Relevant Event" means (a) the occurrence of any Event of Default (as such term is defined in the Note Purchase Agreements) or (b) the presentation of a petition or the making of an application to a competent court for an administration order in relation to UK Group Member by such UK Group Member or by any other person under the Insolvency Act 1986 or (c) the occurrence of an event equivalent to that specified in (b) of this definition in respect of the Issuer and Alpha Leasing (UK) (No 2) LLC,</p>	

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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

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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 *Norfolk Rose 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 Barnabas Finnigan

Company name Norton Rose LLP

Address 3 More London Riverside

Post town London

County/Region

Postcode S E 1 2 A Q

Country

DX 85 London

Telephone +44 (0)20 7283 6000



### 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

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### Amount secured

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

Amount secured

b) all moneys and liabilities whatsoever which are due, owing or payable by Omega Leasing (US) (No 2) LLC (the "Issuer") to any of the Noteholders in any currency, actually or contingently, solely and/or jointly and/or severally with another or others, as principal or surety on any account whatsoever under or pursuant to the Notes and/or the Note Purchase Agreements or any other Financing Document (as such term is defined in the Note Purchase Agreements) or as a consequence of any breach, non-performance, disclaimer or repudiation by any Obligor of any of its obligations under or pursuant to the Notes, the Note Purchase Agreements or any other Financing Document

"Notes" means the 3 52% Senior Secured Notes due 2017 issued or to be issued by the Issuer to the Note holders, as are more particularly defined in the Note Purchase Agreements

"Note Purchase Agreement" means each note purchase agreement dated as of 28 June 2010 between the Issuer, the Company and a purchaser listed in Schedule A thereto (a "Noteholder") relating to the issue of Notes to such Noteholder, as from time to time varied in any manner or respect whatsoever, and in particular by alterations which increase or otherwise affect (inter alia) the liability of the Issuer and "Note Purchase Agreements" means all such Note Purchase Agreements collectively,

"Obligor" means any party to a Financing Document (as such term is defined in the Note Purchase Agreement) other than the Collateral Agent, JPMorgan Chase Bank, N A , GATX Corporation and the Noteholders



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

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 3780306  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FLOATING CHARGE DATED 12  
JULY 2010 AND CREATED BY OMEGA LEASING LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE NOTEHOLDERS AND/OR WILMINGTON  
TRUST FSB (THE "COLLATERAL AGENT") 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 13 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JULY 2010

OK



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES