

MG01

Particulars of a mortgage or charge



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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

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COMPANIES HOUSE

1

Company details

Company number 4 2 1 3 1 1 3

Company name in full Alpha Leasing (No 4) Limited
(the **Company**)

A

For official use



Filing 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 d3 d0 m0 m5 y2 y0 y1 y2

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

The share charge with respect to shares in Omega Leasing (No 4) Limited relating to a US\$180,000,000 Bridge Loan
Facility Agreement (the **Share Charge**)

Definitions

Bridge Loan Facility Agreement means the bridging loan facility agreement dated 28 May 2012 between (1) Omega
Leasing (No 4) Limited and Omega Leasing (US)(No 4) LLC as joint and several borrowers, (2) Alpha Leasing (No 4)
Limited and Alpha Leasing (US)(No 4) LLC as joint and several guarantors and (3) Lloyds TSB Bank plc as facility agent,
original lender and security trustee

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Amount secured

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

Amount secured

The payment of the Secured Amounts

Definitions

Secured Amounts means the moneys and liabilities which the
Company covenants with the Security Trustee that it shall pay or
discharge and, in particular means all moneys and liabilities
whatsoever which are now, or at any time hereafter may be, due,
owing or payable by the Company 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 Share Charge, the Bridge Loan Facility Agreement or
any other Finance Document (as defined in the Bridge Loan Facility
Agreement) or as a consequence of any breach, non-

(Continued on Continuation Sheet)

Continuation page

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

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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	Lloyds TSB Bank plc (the Security Trustee)	
Address	Loan Management (CAF), 7th Floor 33 Old Broad Street, London, United Kingdom	
Postcode	E C 2 N 1 H Z	
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	<p>The Company with full title guarantee charges and agrees to charge all of its right, title and interest in the Securities to the Security Trustee</p> <p>Negative Pledge</p> <p>The Chargor covenants that, during the continuance of this security, it shall not create or permit to arise or exist any Security over or affecting any of the Securities (other than as constituted by the Share Charge)</p> <p>Definitions</p> <p>Securities means</p> <p>(a) 100 ordinary shares of US\$1 each,</p> <p>(b) all of the securities issued by Omega Leasing (No 4) Limited prior to the 21 December 2012 (or, if the loan term extension option under the Bridge Loan Facility Agreement is exercised, prior to the 28 June 2012) in return for the proposed provision of additional equity in Omega Leasing (No 4) Limited by the Company,</p> <p>(c) all other securities which the Company may, with the prior written approval of the Security Trustee, substitute for all or any of the securities referred to in paragraph (a) or any securities substituted for any substituted securities, and</p> <p>(d) all other securities, warrants and all rights, moneys and property whatsoever, including, without limitation, all allotments, accretions, offers, rights, bonuses, benefits and advantages which accrue, are offered or arise in respect thereof, all dividends or other distributions and interest paid or payable thereon or other distributions payable thereon, which may at any time be derived from, accrue on or be offered in respect of, any of the securities for the time being comprised in this security or in any security created pursuant hereto, whether by way of redemption, exchange, conversion, option, rights, bonus, preference, capital reorganisation or otherwise howsoever,</p> <p>(Continued on Continuation Sheet)</p>	

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Particulars of a mortgage or charge

7	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 <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, 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	Nil	
8	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 870) 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)	
9	Signature Please sign the form here Signature X <i>Norton Rose LLP</i> 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 **Francesca Pascale**

Company name
Norton Rose LLP (Collect London Counters)

Address **3 More London Riverside**

Post town **London**

County/Region **London**

Postcode **S E 1 3 A Q**

Country **United Kingdom**

DX

Telephone **+44 (0)20 7444 2009**



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

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Particulars of a mortgage or charge created by a Limited Liability Partnership (LLP)

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Amount secured

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

Amount secured

performance, disclaimer or repudiation by it or any other Obligor of any of its obligations under or pursuant to the Share Charge, the Bridge Loan Facility Agreement or any other Finance Document (as defined in the Bridge Loan Facility Agreement), and (except as provided in clause 5.1 and clause 1.1.3 of the Share Charge) reference to the Secured Amounts include references to any of them

Obligor means Omega Leasing (No 4) Limited, Omega Leasing (US) (No 4) LLC, the Company and Alpha Leasing (US) (No 4) LLC

MG01 - continuation page

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

and references to Securities shall include references to all existing and future certificates evidencing title and relating thereto, and references to Securities include references to any part or kind thereof

Security means a mortgage, charge, pledge, lien, assignment, trust, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4213113
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 30 MAY
2012 AND CREATED BY ALPHA LEASING (NO. 4) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY 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
1 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2012

LC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES