

MG01

Particulars of a mortgage or charge



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LASERFORM

L13 VOUCHER 080178

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

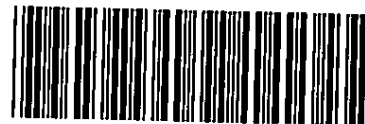
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



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

THURSDAY



LD3

L106XQJU

20/12/2012

#126

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)

For official use

5

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

d1 d2 m1 m2 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 (**Omega UK**) relating to the Note Purchase Agreements (the **Share Charge**)

Definitions

Note Purchase Agreements means the note purchase agreements dated 12 June 2012 among the Omega UK, Omega Leasing (US) (No 4) LLC (**Omega US**) and each of the respective purchasers listed in Schedule A thereto (the **Purchasers**)

4

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 Collateral Agent 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 and/or the other Obligors 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 Note Purchase Agreements or any other Financing Document (as defined in the Note Purchase Agreements) 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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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 U S Bank National Association (the **Collateral Agent**)

Address 300 Delaware Avenue, 9th Floor,

Wilmington, Delaware 19801, USA

Postcode

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

The Company with full title guarantee charges and agrees to charge all of its right, title and interest in the Securities to the Collateral Agent

Negative Pledge

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)

Definitions

Securities means

(a) 200 ordinary shares of US\$1 each in Omega UK,

(b) all other securities which the Company may, with the prior written approval of the Collateral Agent, substitute for all or any of the securities referred to in paragraph (a) or any securities substituted for any substituted securities, and

(c) 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,

(Continued on Continuation Sheet)

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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

- 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

Signature

X

North 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 Jon Cripps

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 2292



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

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

LL MG01 - continuation page

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

| 4 | Amount secured | |
|----------------|--|--|
| | Please give us details of the amount secured by the mortgage or charge | |
| Amount secured | <p>performance, disclaimer or repudiation by it or Omega UK or Omega US or any other Obligor of any of its obligations under or pursuant to the Share Charge, the Note Purchase Agreements or any other Financing Document (as defined in the Note Purchase Agreements), and (except as provided in clause 5 1 and clause 7 1 3 of the Share Charge) reference to the Secured Amounts include references to any of them</p> <p>Obligor means any party to a Financing Document (as defined in the Note Purchase Agreements) other than the Collateral Agent, JPMorgan Chase Bank, N A and the holders of the Notes from time to time</p> <p>Notes means the senior secured notes of an aggregate principal amount of \$180,000,000 issued or, as the case may be, to be issued by Omega US to the Purchasers in two series pursuant to the Notes Purchase Agreements</p> | |



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. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 12
DECEMBER 2012 AND CREATED BY ALPHA LEASING (NO. 4)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY AND/OR THE OTHER OBLIGORS 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 20 DECEMBER
2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 DECEMBER
2012**

U/C



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**