

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



iris
LASERFORM

070360135

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 Scottish
company. To do this, please use
form MG01s

WEDNESDAY



LD6 04/07/2012 #70
COMPANIES HOUSE

1 Company details

Company number 0 8 0 7 2 6 4 9

Company name in full Omega Leasing (No 9) Limited (the Grantor)

3 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 *

2 Date of creation of charge

Date of creation 0 2 0 7 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

The engine mortgage and security agreement in respect of the engine with ESN 91173, pursuant to the Facility Agreement
(the Engine Mortgage and Security Agreement)

Definitions

Facility Agreement means a loan facility agreement dated 20 June 2012 entered into between the Grantor as borrower,
Alpha Leasing (No 9) Limited as guarantor, Sumitomo Mitsui Banking Corporation Europe Limited and HSBC Bank plc as
joint mandated lead arrangers, the Security Agent, HSBC Bank plc as facility agent and certain banks and financial
institutions

4 Amount secured

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

Amount secured

The prompt and punctual payment in full of the Secured Amounts
when due (whether at stated maturity, on demand, by acceleration or
otherwise)

Definitions:

Secured Amounts means all obligations, liabilities and indebtedness
(whether actual or contingent, whether now existing or hereafter
arising, whether or not for the payment of money, and including,
without limitation, any obligation or liability to pay damages) which are
due, owing, or payable from or by (or purporting to be due, owing or
payable from or by) the Grantor to the Secured Parties under or
pursuant to the Facility Agreement and the Ancillary Agreements (as
defined in the Facility Agreement), including, without limitation, all
obligations and indebtedness of the Grantor under the Engine

(Continued on the Continuation Sheet)

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

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

U S Bank National Association (the **Security Agent**)

Address

300 Delaware Avenue, 9th Floor, Wilmington, Delaware

United States of America

Postcode

1 9 8 0 1

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 Grantor pledges, grants, assigns, mortgages, hypothecates, transfers and delivers to the Security Agent a continuing security interest in all its right, title and interest in, to and under the following property of the Grantor, whether now owned or subsequently acquired by the Grantor (collectively, the **Collateral**)

(a) the Engines,

(b) all Parts, equipment, attachments, accessories, replacement and added Parts and components now or hereafter placed thereon, installed therein or attached thereto, whether or not any of such Parts, equipment, attachments, accessories, replacements or added parts or components may from time to time no longer be installed on the Engines or may be installed in any other aircraft engine,

(c) all of the Grantor's right, title and interest in the technical documents, manuals, log books and records that relate to the Engines and all the Grantor's right, title and interest, present and future, therein and thereto and any sale or other transfer agreement relating to the Engines, any acceptance certificates and/or bills of sale relating to the Engines, and any other certificates and instruments relating to the Engines

(d) all rights, claims and causes of action, if any, which the Grantor may have against any person in respect of the foregoing,

(e) all other tangible or intangible property of the Grantor, including all proceeds, products and accessions thereof and thereto, relating to any of the property of the Grantor described in paragraphs (a) through (d) above, and, to the extent related to any property described in said paragraphs or such proceeds, products and accessions, and all books, correspondence, credit files, records, invoices and other papers relating to the foregoing, and

(f) all and any products, accessions and Proceeds of all of the foregoing in whatever form,

(Continued on Continuation Sheet)

MG01**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

- 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 Norton Rose LLP X

This form must be signed by a person with an interest in the registration of the charge

MG01**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**

Country/Region **London**

Postcode **S E 1 2 A Q**

Country **United Kingdom**

DX

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 Fountambidge, 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

In accordance with
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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>Mortgage and Security Agreement (including, without limitation, the Grantor's obligations to pay costs and expenses under Section 18(a) of the Engine Mortgage and Security Agreement, the Grantor's indemnification obligations under Section 18(b) of the Engine Mortgage and Security Agreement, and the Grantor's obligations to repay the advances and expenses made by the Security Agent under Section 12 of the Engine Mortgage and Security Agreement (with interest on such advances and expenses at the Default Rate (as defined in the Facility Agreement))), whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise and whether or not an allowable claim against the Grantor under the United States bankruptcy code or any other United States or other bankruptcy or insolvency law exists or is otherwise enforceable against the Grantor, and including, in any event, interest and all other liabilities accruing or arising after the commencement by or against the Grantor of a proceeding under any bankruptcy or insolvency law or that would have so accrued or arisen but for the commencement of such a proceeding and any reference to the Secured Amounts includes a reference to any of them</p> <p>Definitions:</p> <p>Secured Parties means the Participants, together with their successors and assigns</p> <p>Participants means HSBC Bank plc as facility agent, U S Bank National Association as security agent, Sumitomo Mitsui Banking Corporation Europe Limited and HSBC Bank plc as joint mandated lead arrangers, and any Bank (as defined in the Facility Agreement), and individually means any of them</p>

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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

To have and to hold the Collateral, together with all rights, title, interests, powers, privileges and preferences pertaining or identical thereto, unto the Security Agent, its successors and assigns, forever, subject, however, to the terms, covenants and conditions contained in the Engine Mortgage and Security Agreement

Definitions.

Engines means the civil aircraft engine (or any substitute engines therefor) with the following Manufacturer's Serial Number 91173 and as more fully described in Schedule 1 of the Engine Mortgage and Security Agreement

Government Entity means (a) any national government, political subdivision thereof, or local jurisdiction therein, (b) any instrumentality, board, commission, court, or agency of any thereof, however constituted, and (c) any association, organization, or institution of which any of the above is a member or to whose jurisdiction any thereof is subject or in whose activities any of the above is a participant

Parts means any and all parts, avionics, attachments, accessions, appurtenances, furnishings, components, appliances, accessories, instruments and other equipment installed in, or attached to (or constituting a spare part for any such item installed in or attached to) the Engines

Proceeds has the meaning given to such term under the UCC and, in any event, shall include, (a) any and all proceeds of any guarantee, insurance or indemnity payable from time to time to the Grantor with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable from time to time to the Grantor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any Government Entity (or any person acting under color of government authority), and (c) any and all other amounts from time to time paid or payable with respect to or in connection with any of the Collateral

UCC means the Uniform Commercial Code as in effect in the State of New York or in any other relevant jurisdiction from time to time



FILE COPY

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

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

**COMPANY NO. 8072649
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGINE MORTGAGE AND
SECURITY AGREEMENT DATED 2 JULY 2012 AND CREATED BY
OMEGA LEASING (NO.9) LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO THE
SECURED PARTIES 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 4 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 APRIL 2016



Companies House



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