

MG01

Particulars of a mortgage or charge



VOFOZ80 / 13

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
form MG01s

THURSDAY



LD5 *L1L9VZAO* 08/11/2012 #7
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 Assignor)

7 For official use

→ **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 2 9 1 0 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 second amendment deed relating to the Borrower Security Assignment (the **Amendment Deed**)

Definitions

Borrower Security Assignment means the borrower security assignment dated 20 June 2012 entered into between the
Assignor and the Assignee

4 Amount secured

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

Amount secured The payment, discharge and performance of the Secured Obligations in respect of the
Rolls-Royce Trent 772B-60/16 civil aircraft engine with engine serial number 42091
(**Engine 42091**)

Definitions

Facility Agreement means a loan facility agreement dated 20 June 2012 and entered
into between the Assignor 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 Assignee as security agent, HSBC Bank plc as facility
agent and certain banks and financial institutions

Participants mean 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

(Continued on Continuation Sheet)

Continuation page

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

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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 **Assignee**)

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

In respect of Engine 42091, the Assignor with full title guarantee assigns and agrees to assign absolutely to the Assignee all the Assignor's rights, title, benefit and interest (present or future) in and to the Assigned Property including (without limitation) all moneys, proceeds and payments in connection with any of the same, and all other rights and benefits thereby accruing to the Assignor, including (without prejudice to the generality of the foregoing) the right to sue for damages

Definitions

Assigned Property means the Collateral and the Requisition Compensation and references to Assigned Property include references to any part of the Assigned Property

Collateral means

- (a) all moneys of whatsoever nature payable to the Assignor pursuant to the Lease relating to Engine 42091 and all other rights, title, interest and benefits accruing to the Assignor pursuant to the Lease relating to Engine 42091 including, without limitation, all claims for damages in respect of any breach by Rolls-Royce Leasing Limited of the terms of the Lease relating to Engine 42091 and including any moneys payable in respect of the Requisition Compensation,
- (b) in respect of Engine 42091, all moneys of whatsoever nature payable to the Assignor under the RR Guarantee and all other rights and benefits whatsoever accruing to the Assignor under the RR Guarantee including, without limitation, all claims for damages in respect of any breach by Rolls-Royce plc of the RR Guarantee,
- (c) all of the Assignor's rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to the Insurance Proceeds relating to Engine 42091, and
- (d) all of the Assignor's rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to the Warranty Proceeds relating to Engine 42091

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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

Norton Rose LLP

X

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

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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 Jonathan Cripps

Company name Norton Rose LLP (Collect London Counters)

Address 3 More London Riverside

London

Post town London

County/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 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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Lease means the engine lease agreement entered into between (1) the Assignor, (2) Alpha Leasing (No 9) Limited and (3) Rolls-Royce Leasing Limited as supplemented from time to time, pursuant to which, the Assignor agreed to lease to Rolls-Royce Leasing Limited and Rolls-Royce Leasing Limited agreed to take on lease for the period and upon the terms and conditions therein contained Engine 42091</p> <p>Requisition Compensation means all moneys or other compensation payable by reason of any Compulsory Acquisition or requisition for the use or hire of Engine 42091 or any part thereof</p> <p>Compulsory Acquisition means, with respect to Engine 42091, the requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of Engine 42091 by any Government Entity (as defined in the Facility Agreement) or other competent authority, whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title.</p> <p>RR Guarantee means the guarantee entered into in respect of the Lease, in favour of the Assignor, pursuant to which, Rolls-Royce plc agreed to guarantee the obligations of Rolls-Royce Leasing Limited under the Lease</p> <p>Insurance Proceeds means (i) the proceeds of any and all Insurances (as defined in the Facility Agreement) (other than the Liability Insurances (as defined in the Facility Agreement) and any reinsurance with respect thereto) payable to the Assignor, and (ii) all claims under, and the right to make all claims under, any and all Insurances (as defined in the Facility Agreement) (other than the Liability Insurances (as defined in the Facility Agreement) and any reinsurance with respect thereto)</p> <p>Warranty Proceeds means (i) proceeds of any and all Warranties (as defined in the Facility Agreement) payable to the Assignor, and (ii) all claims under, and the right to make all claims under, any and all Warranties (as defined in the Facility Agreement)</p>	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Secured Obligations means the moneys, liabilities and obligations which the Assignor covenants with the Assignee that the Assignor will pay, discharge and perform, and in particular means all moneys, liabilities and obligations whatsoever which are now or at any time hereafter may be due, owing, payable or outstanding by the Assignor to the Participants pursuant to the <i>Facility Agreement</i> and any of the <i>Ancillary Agreements</i> (as defined in the <i>Facility Agreement</i>) Any reference to the Secured Obligations includes a reference to any of them</p>	



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. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A THE SECOND AMENDMENT DEED
DATED 29 OCTOBER 2012 AND CREATED BY OMEGA LEASING
(NO.9) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO THE PARTICIPANTS
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 8 NOVEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2012



Companies House



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