

OS MG01

Particulars of a mortgage or charge by an overseas company



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LASERFORM

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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
by an overseas company.

✗ **What this form is NOT for**
You cannot use this form for:
overseas company which is not
registered at Companies House

MONDAY



1 Overseas company details

Company number F C 0 2 8 8 9 7

Company name in full Easy Jet Leasing Limited (the "Company")

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 d1 d2 m1 m1 y2 y0 y0 y9

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge e.g. 'Standard security', 'Floating charge' etc.

Description A deed of mortgage and security assignment dated 12 November 2009 between
the Company and The Bank of Tokyo-Mitsubishi UFJ, Ltd. as security
trustee (the "Security Trustee") in respect of the Fourth Aircraft (the
"Deed").

4 Amount secured

Please give us details of the amount secured by the charge.

Amount secured The amount secured by the Deed is the full amount
of the Secured Obligations, for the time being and
from time to time and the property mortgaged by the
Deed is so mortgaged for the full payment,
performance and discharge of the Secured
Obligations for the time being and from time to
time.

Unless defined elsewhere on this Form OSMG01,
please see the attached OSMG01 continuation pages
in section 6 (Short particulars of all the property
charged) of this form for the defined terms which
are used throughout this Form OSMG01 (including in
such continuation pages).

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**

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 The Bank of Tokyo-Mitsubishi UFJ, Ltd.

Address 12-15 Finsbury Circus

London

Postcode E C 2 M 7 B T

Name

Address

Postcode

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

Please give the short particulars of the property charged.

Continuation page

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

Short particulars

MORTGAGE

By clause 2.2 of the Deed, as a continuing security for the payment, performance and discharge of the Secured Obligations, the Company has mortgaged to the Security Trustee on behalf of the Secured Parties, all of its right, title and interest, present and future, in the Fourth Aircraft by way of a first priority fixed legal mortgage.

ASSIGNMENT

By clause 2.3 of the Deed, as a continuing security for the payment, performance and discharge of the Secured Obligations, the Company has assigned and agreed to assign with full title guarantee to the Security Trustee, on behalf of the Secured Parties, all of its right, title and interest, present and future, in the Assigned Property.

CHARGE

By clause 2.4 of the Deed, the Company has charged, with full title guarantee and by way of first fixed charge, in favour of the Security Trustee any part of the Assigned Property that has not been assigned pursuant to clause 2.3 (Assignment) of the Deed.

FURTHER ASSURANCE

The Deed contains a covenant for further assurance.

Unless defined elsewhere on this Form OSMG01, please see the attached OSMG01 continuation pages in section 6 (Short particulars of all the property charged) of this form for the defined terms which are used throughout this Form OSMG01 (including in such continuation pages).

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6 Short particulars of all the property charged

Please give the short particulars of the property charged.

Short particulars

Definitions

In this Form OSMG01:

"Accession Undertaking" means (i) the accession undertaking dated 20 December 2007 from the Additional Borrower to the Security Trustee and (ii) any other undertaking in substantially the form set out in Schedule 1 (*Form of Accession Undertaking*) of the Proceeds Deed.

"Additional Borrower" means (i) easyJet Sterling Limited and (ii) any other company which becomes a Borrower in accordance with clause 24 (*Changes to Obligors*) of the Facility Agreement.

"Affiliate" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Affiliate Subordination Letter" means (i) in respect of the Facility 4 Loan the affiliate subordination letter dated 12 November 2009 given to the Security Trustee and Agent (on behalf of each of the Secured Parties) by the Operator and (ii) in respect of any other Facility a subordination letter provided by an Affiliate of the Original Borrower to the Agent and the Security Trustee (on behalf of each of the Secured Parties) in connection with a Permitted Lease Agreement to that Affiliate of the Original Borrower substantially in the form set out in Schedule 15 (*Subordination Letter*) of the Facility Agreement.

"Agent" means The Bank of Tokyo-Mitsubishi UFJ, Ltd. in its capacity as agent for and on behalf of the Finance Parties.

"Airbus Confirmation of Sale" means, as appropriate, (i) the confirmation of sale relating to the Fourth Aircraft executed on 16 October 2009 by the Airframe Manufacturer in favour of the Original Borrower pursuant to the Purchase Agreement and (ii) in respect of any other Facility the confirmation of sale relating to an Aircraft executed, or as the context may require, to be executed by the Airframe Manufacturer in favour of the Original Borrower pursuant to the Purchase Agreement.

"Aircraft" means any or all as the context may require, of the First Aircraft, the Second Aircraft, the Third Aircraft, the Fourth Aircraft and the Fifth Aircraft but only for so long as such Aircraft continues to be financed pursuant to the Facility Agreement, and each as more particularly described in the Proceeds Deed.

"Aircraft Documents" means, in relation to an Aircraft, all manuals, log books, technical data and other records and documents relating to such Aircraft maintained as required by the Aviation Authority and any applicable law in the State of Registration.

"Airframe" means an Aircraft (excluding the Engines or any engines from time to time installed thereon) and the Parts thereof for the time being.

"Airframe Manufacturer" means Airbus S.A.S.

"Airframe Warranties" has the meaning given to the term "Warranties" in each Airframe Warranty Agreement.

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Please give the short particulars of the property charged.

Short particulars

"Airframe Warranty Agreement" means (i) in respect of the Facility 4 Loan and the Fourth Aircraft the airframe warranties agreement dated 12 November 2009 between the Original Borrower, the Operator, the Airframe Manufacturer and the Security Trustee in relation to the Airframe Warranties; and (ii) in respect of any other Facility in respect of an Aircraft, the airframe warranty agreement entered into, or to be entered into, as the context may require, between the Original Borrower, (and Owner, if different), any Operator, the Airframe Manufacturer and the Security Trustee in relation to the Airframe Warranties.

"Assigned Insurance Property" means, in respect of an Aircraft, all of the right, title and interest (present and future, actual and contingent) of the Owner under any and all contracts or policies of insurance (including reinsurance) required to be effected and maintained in respect of the Aircraft whilst that Owner is not the operator of the Aircraft.

"Assigned Property" means (a) the Assigned Insurance Property and (b) the Assigned Requisition Proceeds Property.

"Assigned Requisition Proceeds Property" means, in respect of an Aircraft, all of the right, title and interest (present and future, actual and contingent) of the Owner in respect of the Requisition Proceeds.

"Borrower" means (i) the Original Borrower or (ii) the relevant Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 24 (*Changes to the Obligors*) of the Facility Agreement.

"Collateral" means all of the property, rights, title, benefits, interests, assets, accounts and proceeds which are subject, or expressed or intended to be subject, to the Security created, or expressed or intended to be created, by the Security Documents.

"Delegate" means any delegate, agent, attorney or co trustee appointed by the Security Trustee.

"Delivery Documents" means (i) the Airbus Confirmation of Sale and (ii) any other document, instrument or agreement which is agreed in writing by the Original Borrower and the Agent to be a Delivery Document and **"Delivery Document"** means any of them.

"Deregistration Power of Attorney" means (i) in respect of the Facility 4 Loan the irrevocable deregistration and export power of attorney dated 12 November 2009 by the Owner in favour of the Security Trustee.

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Short particulars

"Engine" or **"Engines"** means, in respect of any Aircraft (a) any one or both (as the context may require) of the engines identified by manufacturer's serial number in Annex 3 of the Loan Supplement in respect of such Aircraft, whether or not from time to time installed on such Airframe or any other airframe, (b) any other engine which may from time to time be installed upon or attached to such Airframe which is or becomes the property of the Borrower and subject to the relevant Mortgage and (c) insofar as the same belong to the Owner, any and all appliances, instruments or accessories or other equipment or Parts of whatever nature from time to time relating to an engine referred to in (a) and (b) above whether or not installed on or attached to such engine and (d) insofar as the same belong to the Owner, all substitutions, replacements or renewals from time to time made on or to any item referred to in (a), (b) and (c) above in accordance with the Facility Agreement (but excluding any engine which has ceased to be an **"Engine"** and ceased to be subject to the Security Documents in accordance with the terms of the Facility Agreement).

"Engine Manufacturer" means CFM International S.A., a *société anonyme* organised and existing under the laws of France, having its principal place of business at 2 Boulevard du Général Martin Valin, 75015, Paris, France.

"Engine Warranties" has the meaning given to the term "Warranties" in each Engine Warranty Agreement.

"Engine Warranty Agreement" means (i) in respect of the Facility 4 Loan and the Fourth Aircraft the engine warranties agreement dated 12 November 2009 between the Original Borrower, the Operator, the Engine Manufacturer and the Security Trustee in relation to the Engine Warranties; and (ii) in respect of any other Facility in relation to an Aircraft, the engine warranty agreement entered into or, as the context may require, to be entered into between the Original Borrower, (and Owner, if different), any Operator, the Engine Manufacturer and the Security Trustee in relation to the Engine Warranties.

"Facility" means Facility 1, Facility 2, Facility 3, Facility 4 and Facility 5 as the context may require, and each as more particularly described in the Proceeds Deed.

"Facility 4" means the multicurrency term loan facility made available under the Facility Agreement in respect of the Fourth Aircraft as described in Clause 2.1 (*The Facilities*) of the Facility Agreement.

"Facility 4 Loan" means the loan made under Facility 4 or the principal amount outstanding for the time being of that loan.

"Facility Agreement" means the \$130,000,000 facility agreement dated 20 December 2007 between the Company, the Guarantor, the Agent, the Security Trustee and the Original Lenders in relation to the financing or refinancing of the Aircraft.

"Finance Parties" means each of the Lenders, the Agent and the Security Trustee and **"Finance Party"** means any of them.

"Fourth Aircraft" means the Airbus A319-111 aircraft having registration mark G-EZFL bearing manufacturer's serial number 4056 with two (2) CFM 56-5B5/3 Engines with serial numbers 699566 and 699569, including all Parts installed thereon from time to time and all additions made thereto in accordance with the terms of the Transaction Documents, and where the context so admits the Aircraft Documents relating thereto.

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Please give the short particulars of the property charged.

Short particulars

"Guarantor" means easyJet plc, a company incorporated and existing under the laws of England (Company No. 03959649) with its registered office at Hangar 89, London Luton Airport, Bedfordshire LU2 9PF, England.

"Habitual Base" means, in respect of an Aircraft, the jurisdiction in which the person with operational control maintains as the principal operational base of the Aircraft, which (unless consented to by the Agent) shall be a place within the European Union or a member state of the European Free Trade Association (in each case, as constituted at 1 November 2007).

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 (*Changes to the Lenders*) of the Facility Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement.

"Loan" means a Facility 1 Loan, a Facility 2 Loan, Facility 3 Loan, Facility 4 Loan or a Facility 5 Loan, as the context may require, and each as more particularly described in the Proceeds Deed.

"Loan Supplement" means (i) in respect of the Facility 4 Loan the loan supplement no. 4 dated 12 November 2009 between the Company and the Agent and (ii) in respect of any other Loan, the loan supplement entered into or, to be entered into as the context may require, between a Borrower and the Agent (for itself and as agent for the Lenders), substantially in the form set out in Schedule 4 (*Loan Supplement*) of the Facility Agreement.

"Mortgage" means in respect of any Aircraft, (i) the Mortgage and Security Assignment and (ii) any other mortgage, pledge or other instrument creating Security over the relevant Aircraft executed from time to time by the relevant Owner in favour of the Security Trustee and/or the Finance Parties.

"Mortgage and Security Assignment" means, (i) in respect of the Facility 4 Loan and the Fourth Aircraft, the Deed; and (ii) in relation to any other Aircraft, the first priority aircraft mortgage and security assignment over such Aircraft granted or to be granted, as the context may require, by the Owner in favour of the Security Trustee.

"Obligors" means, in respect of any Facility, the relevant Borrower and the Guarantor.

"Obligor Accession Letter" means (i) the obligor accession letter dated 20 December 2007 from the Additional Borrower and the Company to the Security Trustee; and (ii) a document substantially in the form set out in Schedule 16 (*Form of Obligor Accession Letter*) of the Facility Agreement.

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Please give the short particulars of the property charged.

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"Obligor Resignation Letter" means a letter substantially in the form set out in Schedule 17 (*Form of Obligor Resignation Letter*) of the Facility Agreement.

"Operator" means, (i) in respect of Facility 4 and the Fourth Aircraft, easyJet Airline Company Limited; and (ii) in respect of any other Facility in respect of an Aircraft, the Owner of such Aircraft or if the Owner has entered into a lease agreement in respect of such Aircraft pursuant to Schedule 11 (*Operational Covenants*) of the Facility Agreement the relevant Permitted Lessee.

"Original Borrower" means the Company, a company incorporated and existing under the laws of the Cayman Islands, having its registered office at F.C.M. Ltd., P.O. Box 1982, Governor's Square, #1-205 West Bay Road, Grand Cayman, KY1-1104, Cayman Islands.

"Original Lender" means the financial institutions listed in Schedule 1 (*The Original Lenders*) of the Facility Agreement as lenders.

"Owner" means (i) in respect of Facility 4 and the Fourth Aircraft, the Company, and (ii) in respect of any other Aircraft and any Loan related to that Aircraft, the Borrower in respect of such Loan who shall have title to that Aircraft.

"Parts" means any appliance, accessory, instrument, navigational and communications equipment, furnishing, module, component, and other parts and equipment of whatever nature (other than complete Engines or engines), that may from time to time be incorporated or installed in or attached to any Airframe or Engine title to which is vested in the Owner.

"Party" means, in respect of any Transaction Document, a party to such Transaction Document.

"Permitted Lease Agreement" means an aircraft lease agreement between the Owner and the Permitted Lessee in respect of an Aircraft that complies with Schedule 13 (*Permitted Leasing*) of the Facility Agreement.

"Permitted Lessee" means any solvent and duly certified commercial passenger airline whose jurisdiction of incorporation and Habitual Base are each not a Prohibited Country.

"Proceeds Deed" means the proceeds deed dated 20 December 2007, between the Company, the Guarantor, the Agent, the Security Trustee and the Original Lenders.

"Prohibited Country" means, in relation to an Aircraft, any country:

(a) to which the export and/or use of such Aircraft or an aircraft of the same model as such Aircraft with engines of the same model as are attached thereto is prohibited under (i) any United Nations sanctions or (ii) the Council Regulation (EC) No. 149/2003 which updates and amends Council Regulation (EC) 1334/2000 or equivalent European Union Sanction;

(b) that imposes absolute or strict liability for financiers of aircraft.

"Purchase Agreement" means the aircraft purchase agreement dated 30 December 2002 as amended and restated pursuant to a Deed of Confirmation dated 11 March 2003 between the Airframe Manufacturer, the Original Borrower and the Guarantor in respect of certain aircraft including the Aircraft, as the same has been further amended prior to the date of this Deed.

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Please give the short particulars of the property charged.

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"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Collateral.

"Requisition Proceeds" means, in respect of any Aircraft, any moneys or other compensation receivable by the Owner or the Operator from any government (whether civil, military or de facto) or public or local authority in relation to the Aircraft, any Engine or Part in the event of its requisition for title, confiscation, restraint, detention, forfeiture or any compulsory acquisition or seizure by or under the order of any such government or public or local authority, but excluding requisition for use or hire not involving requisition of title.

"Secured Obligations" means any and all moneys, liabilities and obligations (whether actual or contingent, whether existing on 12 November 2009 or thereafter arising, whether or not for the payment of money and including any obligation or liability to pay damages) from time to time owing to any of the Secured Parties by any Obligor pursuant to any Transaction Document.

"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Agent and each Lender.

"Security" means any mortgage, pledge, lien or charge or any security or preferential interest or arrangement of any kind or any other rights of, or arrangement with, any creditor to have its claims satisfied in priority to other creditors with, or from the proceeds of, any asset, or any other agreement or arrangement having a similar effect.

"Security Documents" means (i) each Mortgage, the Airframe Warranty Agreement, the Engine Warranty Agreement and each Deregistration Power of Attorney and (ii) any other document, instrument or agreement which is agreed from time to time by a Borrower and the Agent to be a **"Security Document"** (including, in each case, all notices, official or court notifications, recordings, acknowledgements and consents required to be issued in accordance with the terms thereof or in order to perfect any of the foregoing agreements).

"State of Registration" means in respect of any Aircraft, the jurisdiction in which such Aircraft is registered from time to time pursuant to paragraph 1.1.2 of Schedule 11 (*Operational Covenants*) of the Facility Agreement.

"Subordination Acknowledgement" means an acknowledgement of subordination provided by a Permitted Lessee to the Agent and the Security Trustee (on behalf of each of the Secured Parties).

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6 Short particulars of all the property charged

Please give the short particulars of the property charged.

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"Subsidiary" means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation; or
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Transaction Documents" means (i) the Facility Agreement, the Proceeds Deed, the Security Documents, the Loan Supplement, the Delivery Documents, the Obligor Accession Letter, any Obligor Resignation Letter, the Accession Undertaking, any Affiliate Subordination Letter and any Subordination Acknowledgement and (ii) any other document, instrument or agreement which is agreed in writing by the Original Borrower and the Agent to be a Transaction Document and **"Transaction Document"** means any of them.

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7 Statement, in the case of a floating charge, as to any restrictions on power to grant further securities and any ranking provision ①

Not Applicable

① In the case of a floating charge a statement should be given of (1) the restrictions, if any, on the power of the company to grant further securities ranking in priority to, or pari passu with the floating charge; and/or (2) the provisions, if any, regulating the order in which the floating charge shall rank with any other subsisting or future floating charges or fixed securities over the property which is the subject of the floating charge or any part of it.

8 Particulars as to commission, allowance or discount

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

None

9 Delivery of instrument

A certified copy of the instrument, if any, creating or evidencing the charge, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of the creation of the charge.

In the case of a charge created outside the United Kingdom (UK), comprising property situated outside the UK, within 21 days after the date on which the copy of the instrument creating it could, in due course of post, and if despatched with due diligence, have been received in the UK.

Certified copies of any other documents relevant to the charge should also be delivered.

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Signature

Please sign the form here.

Signature

Signature

X Clifford Chance 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 Nirmalya Ganguly

Company name Clifford Chance LLP
via CH London Counter

Address 10 Upper Bank Street

Canary Wharf

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 3178



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 a certified copy of the deed (if any) 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 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 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 charge.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address:

England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

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).

Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to regulation 10 of The Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009

**COMPANY NO. FC28897
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF MORTGAGE AND
SECURITY ASSIGNMENT DATED 12 NOVEMBER 2009 AND
CREATED BY EASY JET LEASING LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM AN OBLIGOR TO ANY
OF THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO THE OVERSEAS COMPANIES (EXECUTION OF
DOCUMENTS AND REGISTRATION OF CHARGES)
REGULATIONS 2009 ON THE 16 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 NOVEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES