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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

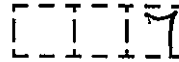
CHA 116

To the Registrar of Companies

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering



0802486

Name of company

**AVIS RENT A CAR LIMITED (the "Company")*

*insert full name
of company

Date of creation of the charge

26 March 1997

Description of the instrument (if any) creating or evidencing the charge (note 2)

A Deed of Charge (the "Deed of Charge") dated 26 March 1997 and made between the Companies and Citibank, N.A. (the "Security Trustee") as Security Trustee for and on behalf of the Beneficiaries

Amount secured by the mortgage or charge

Each and every liability which the Obligors may now or after 26 March 1997 have to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Facility Documents or any related document.

Definitions

See attached Schedule 1.

Names and addresses of the mortgagees or persons entitled to the charge

*Citibank, N.A. (as Security Trustee for and on behalf of the Beneficiaries) of
Cottons Centre, Hay's Lane, London SE1 2QT*

Presentor's name address and
reference (if any):

*Clifford Chance
200 Aldersgate Street
London EC1A 4JJ
Ref: EMXM/C828/26003/AJI*

For official use
Mortgage Section

Post room



H:AGJEIGJE 0757.17 Time critical reference

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The Company with full title guarantee has charged by way of fixed charge in favour of the Security Trustee as trustee for the Beneficiaries with the payment and discharge of the Secured Obligations all the Company's right, title and interest in the relevant Shares together with all dividends, interest and other monies paid or payable thereon and all stocks, shares, warrants, securities, monies or property (including the dividends, interest or income arising therefrom) accruing or accrued at any time by way of redemption, purchase, bonus, preference, option or otherwise from all or any of the foregoing or derivatives thereof.

Negative Pledge

By Clause 7 of the Deed of Charge, the Company has undertaken that it will not deal with the whole or any part of the Charged Property save with the consent of the Security Trustee and the Beneficiaries save as otherwise permitted by the Facility Agreement.

Particulars as to commission allowance or discount (note 3)

None

Signed

Clifford Chance

Date

10 April 1997

On behalf of [company] [mortgagee/chargee] †

† delete as
appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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in black type, or
bold block lettering

Company Number

0802486

Name of Company

AVIS RENT A CAR LIMITED

~~Limited~~*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

See attached Schedule 1.

Please complete
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Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Further AssurancePlease complete
legibly, preferably
in black type, or
bold block lettering

1. *The Company shall immediately notify the Security Trustee of any proposal, contract, conveyance, transfer or other disposition for the acquisition by the Company or any nominee on its behalf of any of the Charged Property including all stocks, shares, warrants, securities, monies, property accruing or accrued at any time by way of redemption, purchase, bonus, preference, option or otherwise from all or any of the Charged Property and (following the occurrence of an Event of Default and whilst the same is continuing unremedied and unwaived) dividends, interests and other monies paid or payable in respect of the Charged Property.*
2. *The Company shall from time to time, at the request of the Security Trustee, do any act or execute in favour of the Security Trustee or as it may direct such further or other legal or other assignments, transfers, mortgages, charges or securities as in each case the Security Trustee shall reasonably stipulate, in such form as the Security Trustee may reasonably require, for the protection or perfection of the security intended to be conferred on the Security Trustee by or pursuant to the Deed of Charge including any act or any document which may be required or desirable under the laws of any jurisdiction in which any property and assets may be located in order to confer on the Security Trustee security over such property and assets equivalent or similar to the security intended to be conferred by or pursuant to the Deed of Charge or to facilitate the realisation thereof or the exercise of any and all powers, authorities and discretions intended to be vested in the Security Trustee or any Receiver by or pursuant to the Deed of Charge.*
3. *At any time following the occurrence of an Event of Default and whilst the same is continuing unremedied and unwaived the Security Trustee may complete the transfer of the relevant Shares by registration of the Security Trustee in the register of members of Avis Europe Risk Management Limited by completing and submitting the relevant transfers and share certificates.*
4. *The Company shall take all such action as is reasonably available to it and necessary:*
 - (i) *to perfect, protect and maintain the security intended to be conferred on the Security Trustee by or pursuant to the Deed of Charge; and*
 - (ii) *to make all such filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection, protection or maintenance of any security which it may, or may be required to, create in connection with the Deed of Charge.*
5. *The Company shall deliver to the Security Trustee (or procure delivery to the Security Trustee of), and the Security Trustee shall be entitled to hold and retain, all (or such part thereof as may from time to time be specified by the Security Trustee) of the Charged Property or the certificates and other documents of title to or representing the same held or acquired by such Company or its nominee(s) together with, in each case in form and substance satisfactory to the Security Trustee:*
 - (i) *if any of the Charged Property is not in the sole name of the relevant Company, a declaration of trust in respect of such Charged Property in favour of the relevant Company executed by each person other than the relevant Company in whose name such Charged Property is registered or held;*
 - (ii) *an instrument or instruments of or relating to the transfer or assignment of such of the Charged Property as may have been specified by the Security Trustee (with the name of the transferee or assignee, the consideration and the date left blank, but otherwise duly completed) executed by each person in whose name any of such Charged Property is registered or held; and*
 - (iii) *any other document or thing which the Security Trustee may reasonably specify with a view to perfecting or protecting its security over the Charged Property.*
6. *The obligations of the Company under the above provisions shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Deed of Charge by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.*

Schedule 1

"AEHL" means Avis Europe Holdings Limited, a company incorporated in England and Wales whose registered office is at Avis House, Park Road, Bracknell, Berkshire RG12 2EW.

"Africa IPCo Option Agreement" means the call option agreement to be made between Avis Africa IPCo, Avis IPCo II and the Security Trustee in relation to the Africa System Licence and the Africa Trademark Licence in the Agreed Form.

"Africa System Licence" means the licence to use, in Madagascar and the continent of Africa west of the Suez canal and the Red Sea, the plan or system for conducting the business of renting and leasing motor vehicles, with or without drivers, which plan or system consists, among other things, of uniform methods of operation, accounting, advertising service and publicity, courtesy and credit card service, kind and amount of insurance protection, method of procuring insurance protection, and equipment, style and character of equipment, furnishings and appliances used in the conduct of the system generally known as Avis Rent a Car System to be made between ARACS and AEHL and the rights and obligations of AEHL under which are to be assigned to Avis Africa IPCo.

"Africa Trademark Licence" means the licence to use in Madagascar and the continent of Africa west of the Suez canal and the Red Sea, certain trademarks and service marks to be made between Wizard and AEHL and the rights and obligations of AEHL under which are to be assigned to Avis Africa IPCo.

"Agent" means Citibank International plc in its capacity as agent.

"Agreed Form" means a document initialled for the purposes of identification as such by, or on behalf of, Avis Europe plc and the Agent and, if there is no form agreed prior to 26 March 1997, means such form as is reasonably acceptable to the Agent.

"Arrangers" means Citibank International plc and Société Générale in their capacity as arrangers.

"ARACS" means Avis Rent a Car System, Inc., a company incorporated in Delaware whose principal office is at 900 Old Country Road, Garden City, New York 11530, USA.

"Asia IPCo Option Agreement" means the call option agreement to be made between Avis Asia IPCo, Avis IPCo II and the Security Trustee in relation to the Asia System Licence and the Asia Trademark Licence in the Agreed Form.

"Asia System Licence" means the licence to use, in that part of the world more particularly described therein which is generally referred to as Asia, the plan or system for conducting the business of renting and leasing motor vehicles, with or without drivers, which plan or system consists, among other things, of uniform methods of operation, accounting, advertising service and publicity, courtesy and credit card service, kind and amount of insurance protection, method of procuring insurance protection, and equipment, style and character of equipment, furnishings and appliances used in the conduct of the system generally known as Avis Rent a Car System to be made between ARACS and Avis Europe plc and the rights and obligations of Avis Europe plc under which are to be assigned to Avis Asia IPCo.

"Asia Trademark Licence" means the licence to use, in that part of the world more particularly described therein which is generally referred to as Asia, certain trademarks and service marks to be made between Wizard and Avis Europe plc and the rights and obligations of Avis Europe plc under which are to be assigned to Avis Asia IPCo.

"Avis Africa IPCo" means Avis Africa Limited, a company incorporated in England & Wales whose registered office is at Avis House, Park Road, Bracknell, Berkshire RG12 2EW.

"Avis Asia IPCo" means Avis Asia Limited, a company incorporated in England & Wales whose registered office is at Avis House, Park Road, Bracknell, Berkshire RG12 2EW.

"Avis EME IPCo" means Avis Europe and Middle East Limited, a company incorporated in England & Wales whose registered office is at Avis House, Park Road, Bracknell, Berkshire RG12 2EW.

"Avis IPCos" means Avis Africa IPCo, Avis Asia IPCo, Avis EME IPCo and Avis IPCo II, and "Avis IPCo" means any one of them.

"Avis IPCo II" means Avis IP Security Limited, a company incorporated in England and Wales whose registered office is at Avis House, Park Road, Bracknell, Berkshire RG12 2EW.

"Avis IP HoldCo" means Avis Licence Holdings Limited, a company incorporated in England & Wales whose registered office is at Avis House, Park Road, Bracknell, Berkshire RG12 2EW.

"Avis IP HoldCo Debenture" means the debenture in the Agreed Form granted or to be granted by Avis IP HoldCo in favour of the Security Trustee creating a legal mortgage of all the shares held by Avis IP HoldCo in each Avis IPCo and a floating charge over all the assets and undertakings of Avis IP HoldCo.

"Banks" means Citibank, N.A., Société Générale, Bank Brussels Lambert, Commerzbank Aktiengesellschaft, Dresdner Bank AG London Branch, Générale Bank SA/NV, National Westminster Bank PLC, ABN AMRO Bank N.V., Banque Nationale de Paris and The Fuji Bank, Limited (other than one which has ceased to be a party to the Facility Agreement in accordance with the terms thereof) and any financial institution which has become a party thereto in accordance with the provisions of Clause 33.4 or Clause 33.5 of the Facility Agreement.

"Beneficiaries" means Citibank International plc as Agent, Citibank International plc and Société Générale as Arrangers, the Banks, and Citibank, N.A. as Security Trustee and "Beneficiary" means any one of them.

"Bill" means a sterling bill of exchange accepted, or to be accepted, by a Bank under the Facility Agreement.

"Charged Property" means the Shares charged by way of first charge in favour of the Security Trustee by or pursuant to the Deed of Charge.

"Companies" means Avis Europe plc, Avis Europe Holdings Limited, Avis Europe Investment Holdings Limited, Avis Europe Investment Limited, Avis Finance Company (No.2) Limited, Avis Investment Services Limited, Avis Rent a Car Limited, Cilva Holdings Limited and Payhot Limited, Avis Europe Overseas Holdings Limited, and AIL Holdings, Inc

"Directors' Undertakings" means the undertakings given or to be given by each director of each Avis IPCo in the Agreed Form.

"EME/France IPCo Option Agreement" means the call option agreement to be made between Avis EME IPCo, Avis IPCo II and the Security Trustee in relation to the EME System Licence, the EME Trademark Licence and the French Trademark Licence in the Agreed Form.

"EME System Licence" means the licence to use, in that part of the world more particularly described therein which is generally referred to as Europe (including the Republic of France) and the Middle East, the plan or system for conducting the business of renting and leasing motor vehicles, with or without drivers, which plan or system consists, among other things, of uniform methods of operation, accounting, advertising service and publicity, courtesy and credit card service, kind and amount of insurance protection, method of procuring insurance protection, and equipment, style and character of equipment, furnishings and appliances used in the conduct of the system generally known as Avis Rent a Car System made between ARACS and AEHL which is to be amended and restated and the rights and obligations of AEHL under which are to be assigned to Avis EME IPCo.

"EME Trademark Licence" means the licence to use, in that part of the world more particularly described therein which is generally referred to as Europe (excluding the Republic of France) and the Middle East, certain trademarks and service marks made between Wizard and AEHL and the rights and obligations of AEHL under which are to be assigned to Avis EME IPCo.

"Event of Default" means any circumstances described as such in Clause 24 of the Facility Agreement.

"Facility Agreement" means the facility agreement dated 26 March 1997 between, inter alia, Avis Europe plc and others as initial borrowers and initial guarantors, Citibank International plc as agent, the Security Trustee, Citibank International plc and Société Générale as arrangers and the banks and financial institutions named therein, by which the Banks have made certain facilities available to the Initial Borrowers.

"Facility Documents" means each of the Security Documents, the IP Documents, the Directors' Undertakings, the Facility Agreement, the Bills, each Letter of Credit, each L/C Bank Letter of Credit and each Transfer Certificate together with any other agreement, deed, notice, fee letter, letter or certificate entered into by any Obligor pursuant to the terms thereof or otherwise in connection therewith.

"French Trademark Licence" means the licence to use in the Republic of France certain trademarks and service marks made between Wizard and AEHL which is to be amended and restated and the rights and obligations of AEHL under which are to be assigned to Avis EME IPCo.

"Initial Borrowers" means Avis Europe plc and Avis Finance Company Limited and Avis Autonoleggio SpA.

"IPCo II Option Agreement" means the call option agreement to be made between Avis IPCo II and the Security Trustee in relation to any licences which may be transferred to Avis IPCo II pursuant to any of the other Licence Option Agreements.

"IP Documents" means each of the Licence Option Agreements, the Long-Term Sub-Licences and the Sub-Licence Amendment Agreements.

"L/C Bank Letter of Credit" means a letter of credit issued or to be issued by an L/C Bank pursuant to Clause 9.4 of the Facility Agreement substantially in the form set out in Part II of the Eighth Schedule of the Facility Agreement or in such other form as may be requested by Avis Europe plc and is acceptable to such L/C Bank and the Banks.

"L/C Banks" means any of the Arrangers or such other bank or banks as may from time to time be agreed between Avis Europe plc and the Agent.

"Letter of Credit" means a letter of credit issued or to be issued by the Agent on behalf of the Banks pursuant to Clause 9.2 of the Facility Agreement substantially in the form set out in Part I of the Eighth Schedule of the Facility Agreement or in such other form as may be requested by Avis Europe plc and is acceptable to the Agent.

"Licences" means the Trademark Licences and the System Licences.

"Licence Option Agreements" means:

- (i) the EME/France IPCo Option Agreement;*
- (ii) the Asia IPCo Option Agreement;*
- (iii) the Africa IPCo Option Agreement;*
- (iv) the IPCo II Option Agreement; and*
- (v) each Sub-Licence Option Agreement.*

"Long Term Sub-Licences" means the long term Sub-Licences to be granted by Avis EME IPCo in favour of each of the Principal Corporate Sub-Licensees in a form acceptable to the Security Trustee.

"Minimum Corporate Sub-Licence Provisions" means the terms which must be incorporated in each Sub-Licence as set out in Part II of the Twelfth Schedule of the Facility Agreement.

"Obligors" means the Companies, the Avis IPCos, the Principal Corporate Sub-Licencees, Avis Finance Company Limited, Avis Europe Risk Management Limited, Avis Licence Holdings Limited, Avis Management

Services Limited, Avis Investissements SA, Avis Autovermietung GmbH & Co KG, Avis Portugal SGPS Lda and Avis Europe Overseas Limited and "Obligor" means any one of them.

"Principal Corporate Sub-Licensees" means Avis Rent a Car Limited, Avis Location de Voitures SA, Avis Autovermietung Beteiligungsgesellschaft mbH, Avis Autonoleggio SpA, Avis Belgium SA, Sovial-Sociedade de Viaturas de Aluguer Lda, Avis Alquile un Coche SA and Avis Autovermietung AG.

"Receiver" means a receiver and/or manager, administrative receiver, trustee or similar officer appointed by the Security Trustee pursuant hereto or by any court for the purpose of realising, getting in or disposing of any assets or revenues the subject of the Charge.

"Secured Obligations" means each and every liability which the Obligors may now or hereafter have to the Security Trustee (whether for its own account or as trustee for the Beneficiaries) or any of the other Beneficiaries (and whether solely or jointly with one or more persons and whether as principal or as surety) under or pursuant to the Facility Documents or any related document.

"Security" means the security from time to time constituted by or pursuant to the Deed of Charge.

"Security Documents" means the Avis IP HoldCo Debenture and each of the security documents referred to in the Fourth Schedule of the Facility Agreement in the Agreed Form together with any other agreement, deed, notice, fee letter, letter or certificate entered into by any Obligor pursuant to the terms thereof or otherwise in connection therewith.

"Shares" means all or any of the shares (which term shall have the meaning ascribed to it in Section 744 of the Companies Act 1985) owned by the Company from time to time in the capital of Avis Europe Risk Management Limited.

"Sub-Licence" means a sub-licence granted by any Avis IPCo under the terms of any Licence.

"Sub-Licence Amendment Agreement" in relation to any Sub-Licence granted to any subsidiary of Avis Europe plc, means an amendment agreement amending the terms of such Sub-Licence to ensure compliance with the Minimum Corporate Sub-Licence Provisions.

"Sub-Licence Option Agreement" in relation to any Principal Corporate Sub-Licensee means the call option agreement in the Agreed Form to be made between such Principal Corporate Sub-Licensee and the Security Trustee in relation to the relevant Long-Term Sub-Licence granted to such Principal Corporate Sub-Licensee.

"Successor" means, in relation to any person, an assignee or successor in title of such person or any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of such first-mentioned person or to whom under such laws the same have been transferred.

"System Licences" means

- (i) the EME System Licence;*
- (ii) the Asia System Licence; and*
- (iii) the Africa System Licence.*

"Trademark Licences" means

- (i) the EME Trademark Licence;*
- (ii) the Asia Trademark Licence;*
- (iii) the Africa Trademark Licence; and*
- (iv) the French Trademark Licence.*

"Transfer Certificate" means a certificate substantially in the form set out in the Third Schedule of the Facility Agreement signed by a Bank and a Transferee whereby:

- (a) *such Bank seeks to procure the transfer to such Transferee of all or a part of such Bank's rights, benefits and obligations hereunder as contemplated in Clause 33.3 of the Facility Agreement; and*
- (b) *such Transferee undertakes to perform the obligations it will assume as a result of delivery of such certificate to the Agent as is contemplated in Clause 33.5 of the Facility Agreement.*

"Transferee" means a bank or other financial institution to which a Bank seeks to transfer or has transferred all or part of such Bank's rights, benefits and obligations hereunder.

"Wizard" means Wizard Co., Inc., a corporation of the state of Delaware, with its principal place of business at 900 Old Country Road, Garden City, New York 11530.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00802486

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF CHARGE DATED THE 26th MARCH 1997 AND CREATED BY AVIS RENT A CAR LIMITED FOR SECURING EACH AND EVERY LIABILITY WHICH THE OBLIGORS (AS DEFINED THEREIN) HAVE TO CITIBANK N.A. (AS SECURITY TRUSTEE FOR AND ON BELHALF OF THE BENEFICIARIES) (FOR ITSELF AND FOR THE BENEFICIARIES (AS DEFINED)) UNDER OR PURSUANT TO THE FACILITY DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 10th APRIL 1997.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th APRIL 1997.

M. Cornelius
M. CORNELIUS

for the Registrar of Companies



C O M P A N I E S H O U S E

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