

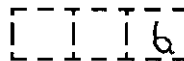
Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number



2331211

Name of company

* LLOYDS BUSINESS LEASING LIMITED (to be renamed Omicron Business Leasing Limited),
(the "Company"),

Date of creation of the charge

3rd December 2003

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

Deed of Assignment relating to the "A" Payment Agreement relating to one Boeing 757-204 ER Aircraft with manufacturer's serial number 25623 and UK registration mark G-BYAJ.

Amount secured by the mortgage or charge

All money and other payment obligations, actual or contingent, owing by the Company under or pursuant to the Loan Agreement.

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

Lloyds TSB Bank Plc (the "Bank"), 25 Gresham Street, London,

(Attention: The Manager, Portfolio Management)

Postcode EC2V 7HN

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

PGT/AA58030/Legal/M395-25623

Time critical reference

For official Use
Mortgage Section

Post room



LD5
COMPANIES HOUSE

0207
16/12/03

Short particulars of all the property mortgaged or charged

All the Company's rights, title, benefit and interest (present and future) in and to the Collateral 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 Company, including (without prejudice to the generality of the foregoing) the right to sue for damages.

The Company shall not create nor attempt to create nor permit to subsist any Lien in respect of the Collateral or the debts, revenues, claims, assets, rights, remedies, benefits and interests assigned by the Deed of Assignment both present and future or any part thereof or interest therein or sell, assign, discount, transfer or otherwise dispose of any of the same or attempt or agree so to do.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Norton Rose* Date 15/12/2003

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

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

Notes

† delete as appropriate

- 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Deed of Assignment - Schedule of Definitions

1.1 In this Schedule, unless the context otherwise requires:

1.1.1 references to (or to any specified provision of) any document shall be construed as references to that document as in force for the time being and as from time to time amended in accordance with terms thereof or, as the case may be, with the agreement of the relevant parties; and

1.1.2 words importing the plural shall include the singular and vice versa.

"Aircraft" means the Airframe together with the Associated Engines (whether or not installed on the Airframe but excluding any engine installed on the Airframe which is not an Associated Engine), any Suitable Replacement Engine and the Parts;

"Airframe" means (i) the Boeing 757-204 aircraft with manufacturer's serial number 25623 (excluding the Associated Engines or engines from time to time installed thereon), (ii) any and all appliances, spare parts, instruments, accessories, seats or other equipment or parts of whatever nature from time to time installed on or attached to such aircraft title which is vested in the Owner and (iii) insofar as the same belong to the Owner, all substitutions, replacements or renewals from time to time made in or to the said aircraft or to the said items referred to in (i) and (ii) above or to any Part thereof as required or permitted under the Head Lease Agreement;

"Assigned Agreement" means the RBS Payment Agreement and all supplemental agreements, notices, certificates, requests, consents, other agreements and instruments from time to time entered into or issued pursuant to the RBS Payment Agreement as the same may be amended from time to time;

"Assigned Rights" means the right of the Company to serve a Termination Notice under the Original Lease Agreement following the occurrence of an Event of Default;

"Associated Engine" means either of the Rolls-Royce RB211-534E4 engines with manufacturer's serial numbers 30881 and 30882 (whether or not installed on the Airframe on the 3rd December 2003) for so long as such engines remain the property of the Owner in accordance with the provisions of the Head Lease Agreement and each Suitable Replacement Engine substituted, in accordance with the terms of the Head Lease Agreement (other than as a temporary replacement) for an engine which had immediately prior to such replacement been an Associated Engine provided that title to such Suitable Replacement Engine shall have become vested in the Owner, together with, in each case, all Parts from time to time belonging to, installed in or appurtenant to the relevant engine;

"Assumption Deed" means the assumption documents amendment deed dated 3rd December 2003 between (1) ILFC, (2) RBS, (3) the Company, (4) Thomson Travel International AG and (5) TUI Northern Europe Limited;

"Collateral" means all moneys of whatsoever nature payable to the Company under the Assigned Agreement and all other rights and benefits whatsoever accruing to the Company under the Assigned Agreement (including, without limitation, all claims for damages accruing to the Company in respect of any breach thereof by any party thereto) and the Assigned Rights;

"Event of Default" means if the Company does not repay the Loan on the Termination Date pursuant to the Loan Agreement;

"Head Lease Agreement" means the head lease agreement relating to the Aircraft dated 3rd December 2003 between the Owner and the Company;

"ILFC" means International Lease Finance Corporation, a corporation organised under the laws of California having its principal place of business at 1999 Avenue of the Stars, 39th Floor, Los Angeles, California 90067, USA;

"Lien" means any right, title or interest in favour of any person, including (without prejudice to the generality of the foregoing) any right of ownership, security, mortgage, pledge, charge, encumbrance, lease, lien, statutory right in rem, hypothecation, title, intention, attachment, levy, claim or security interest of whatever kind;

"Loan" means the loan made under the Loan Agreement or the principal and interest amount outstanding for the time being of that loan;

"Loan Agreement" means the loan agreement dated 3rd December 2003 between the Company, the Bank and ILFC;

"Mortgage" means the mortgage dated 3rd December 2003 and made between the Owner, the Company, the Bank, ILFC and the Security Trustee;

"Original Lease Agreement" means the lease agreement in respect of the Aircraft dated 29 March 1996 between NatWest Specialist Finance Limited and ILFC (as amended and restated from time to time);

"Owner" means TUI AG as owner of the Aircraft, whose statutory office is at Karl-Wiechert-Allee 4, D-30625 Hannover, Germany;

"Parts" means all modules, appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature (other than complete Associated Engines or engines) that at any time of determination are incorporated or installed in or attached to the Airframe or any engine title to which remains vested in the Owner and which are leased by the Owner to the Company in accordance with the Head Lease Agreement;

"RBS" means The Royal Bank of Scotland plc;

"RBS Payment Agreement" means the agreement dated 29 March 1996 known as the "A" Payment Agreement and made between (1) RBS (2) Lloyds (Nimrod) Specialist Finance Limited and (3) ILFC and as amended from time to time including, as amended pursuant to the Assumption Deed;

"Security Trustee" means ILFC as security trustee under the Mortgage;

"Suitable Replacement Engine" means an engine:

- (a) of the same make and model as the Associated Engine for which it is the replacement;
- (b) in good operational repair and condition;
- (c) which is suitable for installation and use on the Airframe; and

which replaces an Associated Engine and is of not materially less value than the value of the Associated Engine replaced at the time of replacement of the Associated Engine replaced;

"Termination Date" means the date which is 364 days after the date of the Loan Agreement; and

"Termination Notice" means a notice served by the Company on ILFC pursuant to an Event of Default.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02331211

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED THE 3rd DECEMBER 2003 AND CREATED BY OMICRON BUSINESS LEASING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY FORMERLY KNOWN AS LLOYDS BUSINESS LEASING LIMITED TO LLOYDS TSB BANK PLC UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18th DECEMBER 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —