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COMPANIES FORM No. 395

014504/60

395

CHFP014

Please do not
write in this
binding margin

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

* insert full name
of company

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.

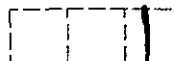
Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number



2958399

Name of company

* **Alcentra Limited (the "Chargor")**

Date of creation of the charge

11 July 2003

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

A debenture relating to a Facility Agreement dated 11 July 2003

Amount secured by the mortgage or charge

The aggregate of all present and future obligations and liabilities of the Chargor and any other Obligor to the Bank under the Finance Documents or any deed or document supplemental thereto, whether actual, contingent, sole, joint and/or several or otherwise, including without limitation, all obligations to indemnify the Bank (the "Secured Liabilities").

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

**The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament
and having its head office at The Mound, Edinburgh (the "Bank")**

Postcode **EH1 1YZ**

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

KLegal

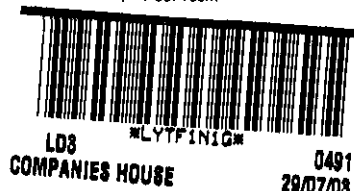
**1-2 Dorset Rise, London,
EC4Y 8EN**

00008B.001655 (Ben Cooper)

Time critical reference

For official Use
Mortgage Section

Post room



See 1 in Addendum

Please do not
write in this
binding margin

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

Particulars as to commission allowance or discount (Note 3)

N/A

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

Signed

A. Hegar

Date

29/7/03

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", "Debentures", "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:-

Addendum 1/10

1 FIXED SECURITY

1.1 Mortgage

The Chargor with full title guarantee charges in favour of the Bank, as security for the payment and discharge of the Secured Liabilities, by way of first legal mortgage all its present and future Investments.

1.2 Assignment by way of Security

The Chargor assigns and agrees to assign absolutely with full title guarantee to the Bank (to the fullest extent assignable or capable of assignment without first infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been granted)), as security for the payment and discharge of the Secured Liabilities, the benefit of all of its right, title and interest to, in and under all present and future insurances and all proceeds paid or payable thereunder;

1.3 Fixed Charges

To the extent not validly and effectively charged by way of first legal mortgage pursuant to paragraph 1.1 (Mortgage) above or effectively assigned pursuant to paragraph 1.2 (Assignment by way of Security), the Chargor charges with full title guarantee in favour of the Bank, as security for the payment and discharge of the Secured Liabilities, by way of first fixed charge, all present and future:

1.3.1 Real Property: rights, title and interest in, to and under the Real Property;

1.3.2 Accounts: accounts held in any bank, building society or other financial institution (including, without limitation, its Designated Bank Accounts and any account in which any Investment is held), all monies (or, as the case may be, Investment) standing to the credit of each of its present and future bank accounts (including, without limitation, the Designated Bank Accounts and any account in which any Investment is held), cash at bank and credit balances of the Chargor with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest) and the debts represented thereby;

1.3.3 Goodwill: goodwill;

1.3.4 Uncalled share capital: rights and claims in relation to the uncalled share capital of the Chargor including all present and future calls (whether made by the directors of the Chargor or by a Receiver appointed under the Charge or a liquidator of the Chargor);

1.3.5 VAT: rights to recover VAT on any supplies made to it relating to the Charged Assets and any sums so recovered;

1.3.6 Charged Agreements: the Charged Agreements, including all monies payable to the Chargor and any claims, awards and judgements in favour of, or received or receivable by, the Chargor thereunder, but so that the Bank shall not in any circumstances incur any liability whatsoever in respect of any of the foregoing;

1.3.7 Book and other debts: book and other debts and monetary claims due or owing to the Chargor and all rights relating to such debts including all guarantees, Security or other remedies for or attaching to such debts;

1.3.8 Section 238, 239 and 244 orders: rights in respect of the proceeds of any order of the court made pursuant to Sections 238(3), 239(3) or 244 of the Insolvency Act 1986;

1.3.9 Investments: Investments;

1.3.10 Collateral agreements to Real Property: agreements, contract, deeds, licenses, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Bank to perfect its rights under the Charge or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or any other document) entered into by or given to the Chargor in respect of the Real Property including all:

- (a) claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above);
- (b) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture; and
- (c) in each case relating to all or any part of the Real Property;

1.3.11 Licenses: licenses, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Assets and the right to receive all compensation which may at any time become payable to it in respect thereof;

1.3.12 Intellectual Property: all its Intellectual Property Rights owned by it, subject to any necessary third party's consent to such charge being obtained. To the extent that any such Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the charge thereof purported to be effected by this paragraph 1.3.12 shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities.

1.3.13 Assets which are not assignable: assets which are specified in paragraph 1.2 (Assignment by way of Security) above;

1.4 Real Property

A reference in the Charge to a mortgage, assignment or charge of any freehold or leasehold property includes:

1.4.1 all buildings and fixtures on that property;

1.4.2 the proceeds of sale of any part of that property;

1.4.3 any licence, agreement for sale or agreement for lease in relation to that property; and

1.4.4 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants.

1.5 Leasehold security restrictions

1.5.1 There shall be excluded from the charges created by clause 1 (Fixed Security) and from the operation of Clause 5.9 of the Charge (Request to HM Chief Land Registrar) any leasehold property held by a the Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained.

1.5.2 For each Excluded Property, the Chargor undertakes to:

1.5.2.1 apply for the relevant consent or waiver of prohibition or conditions within ten Business Days of the date of the Charge and to use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible; and

1.5.2.2 upon receipt of such consent or waiver, provide the Bank with a copy.

1.5.3 Upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Bank under paragraph 1 (Fixed Security) above.

1.6 Exceptions to fixed Security

Notwithstanding any other provisions of the Charge, the fixed Security from time to time constituted under the Charge does not extend to any asset situated outside England and Wales to the extent that and for so long as any such fixed Security would be unlawful and/or incompetent under the laws of the jurisdiction in which such asset is situated.

1.7 Rights attaching to Investments

1.7.1 Subject as provided below, all rights and powers conferred by statute or otherwise upon the Chargor as an absolute owner of any Investment will:

- (a) with respect to any shares registered in the name of the Bank or its nominee(s); and
- (b) with respect to any shares agreed to be assigned or charged by or pursuant to the Charge, be exercised as the Chargor may direct.

1.7.2 Such rights and powers will not be exercised in any manner which in the opinion of the Bank is inconsistent with the Security intended to be conferred on the Bank by the Charge.

1.7.3 The Chargor will not, without the prior written consent of the Bank, permit or agree to any variation of the rights attaching to or conferred by any of the Investments, participate in any rights issue, elect to receive or vote in favour of receiving any dividends other than in the form of cash or participate in any vote concerning a members voluntary winding-up or a compromise or arrangement pursuant to Section 425 of the Companies Act 1985.

1.7.4 After the Charge becomes enforceable, upon and at any time after the occurrence of an Event of Default which is continuing in relation to the Chargor, (and without any consent or authority on the part of the Chargor), the Bank and its nominee(s) may at the Bank's discretion (in the name of the Chargor or otherwise) exercise or cause to be exercised in respect of any of the charged Investments any voting rights or rights to receive dividends, interest, principal or other payments of money, as the case may be, forming part of the charged Investments and all other powers and rights conferred on or exercisable by the bearer or holder of such Investments.

1.8 Rights relating to accounts

1.8.1 Except with the Bank's prior consent and subject to paragraph 1.8.2 below, the Designated Bank Accounts with each of the Account Banks and each other bank or other account of the Chargor will be maintained on terms that amounts standing to the credit of such accounts shall mature upon the occurrence of an Event of Default so that from the date of such occurrence until the date the Secured Liabilities have fully and irrevocably been paid or discharged and all Commitments reduced to nil, the Bank may exercise any such rights of set-off, combination or consolidation in relation to the Designated Bank Accounts or such other bank or other account, as the case may be.

1.8.2 If any Loan or accrued interest or other sum, (including, without limitation, any amount in respect of the Letter of Credit) becomes due and payable and has not been paid on the due date thereof (after taking into account any applicable grace period), then only so much on deposit in the Designated Bank Accounts or in such other bank or other account as the case may be shall mature as equals the amount which is due and payable and not paid in full.

1.8.3 Any agreement that any part of the Designated Bank Accounts be held on fixed time deposit shall be for the calculation and payment of interest only and shall not prejudice, or delay the exercise of, the Bank's right under this paragraph 1.8 (Rights relating to accounts) or under any other Finance Documents.

2 FLOATING CHARGE

2.1 Floating Charge

The Chargor with full title guarantee charges in favour of the Bank as security for the payment and discharge of the Secured Liabilities, by way of first floating charge all present and future assets and undertaking of the Chargor other than those assets validly and effectively charged under the laws of England and Wales by way of fixed Security under any Finance Document granted in favour of the Bank as security for the Secured Liabilities.

2.2 Conversion of floating charge to fixed Security

2.2.1 The Bank may, at any time whilst the security created by the Charge is enforceable, by notice to the Chargor, convert the floating charge constituted under clause 2.1 (Floating charge) with immediate effect into a fixed charge as regards any asset the subject of such floating charge as specified in the notice if the Bank considers that such asset, or the Bank's security interest in such asset, is or may be in danger of being seized or subjected to any distress or execution or is otherwise in jeopardy, or if at any time the security constituted by the Charge becomes enforceable.

2.2.2 In addition, without limiting any rule of law which may have a similar or analogous effect, the floating charge constituted under paragraph 2.1 (Floating charge) above will automatically be converted with immediate effect into a fixed charge as regards any Charged Assets the subject of such floating charge and without notice from the Bank to the Chargor on the presentation or making of an application for a warrant of execution, writ of fieri facias, garnishee order or charging order in respect of such Charged Assets.

3. Intercreditor Deed

The Charge is subject to the Intercreditor Deed.

4. Negative Pledge

(a) The Chargor shall not create or permit to subsist any Security over any of its assets.

(b) The Chargor shall not voluntarily or involuntarily:

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;

(ii) sell, transfer or otherwise dispose of any of its receivables (including, without limitation, its right to receive fees and other income under the Management Contracts);

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

(iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

(c) Paragraphs (a) and (b) above do not apply to:

(i) the Security listed in Schedule 7 of the Facility Agreement (Existing Security) being The Alchemy Debenture, The Alchemy Share Charge and The Deutsche Bank Charge;

- (ii) any netting or set-off arrangement entered into by any member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;
- (iii) any lien arising by operation of law and in the ordinary course of trading;
- (iv) any Security entered into pursuant to any Finance Document;
- (v) the Deutsche Bank Charge;
- (vi) any Security other than the Deutsche Bank Charge created over cash deposited by any member of the Group to secure such member's (or other member of the Group's) commitment to invest in the relevant Warehouse and/or CDO, as the case may be, provided that a deed of priority in respect of such Security has been entered into by the relevant Group member, the beneficiary of such Security and the Bank on terms satisfactory to the Bank; or
- (vii) all existing and future rent deposit arrangements of any member of the Group.

Definitions

"Account Banks" means each of the banks or other financial institutions with which Designated Bank Accounts are held.

"Alchemy" means the limited partnerships managed by Alchemy Partners (Guernsey) Limited (and the nominee company of those limited partnerships being currently Alchemy Partners Nominees Limited).

"Alchemy Debenture" means the composite guarantee and debenture dated 3 March 2003 between Alcentra Group Limited, Alcentra Asset Management Limited, Alcentra Investments Limited and Alchemy Partners Nominees Limited.

"Alchemy Share Charge" means the share charge dated 4 March 2003 between Alcentra Group Limited and Alchemy Partners Nominees Limited.

"BCAM" means Alcentra Limited (formerly called Barclays Capital Asset Management Limited).

"Bermudian Security" means the composite guarantee and debenture dated 11 July 2003 between each of Alcentra Group Limited, Alcentra Investments Limited and the Bank.

"Blue Eagle CDO" means the issue of collateralised debt obligations by Blue Eagle CDO I S.A., a Luxembourg registered company (registered number B.77.698) as more particularly described in the offering circular relating thereto dated 14 December 2000 (as amended by an erratum dated 18 January 2000).

"Business Day" means a day (other than a Saturday or Sunday):

- (a) on which banks are open for general business in Bermuda and London and (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; and
- (b) (in relation to any date for payment or purchase of euro) which is a TARGET Day.

"Charge" means the debenture dated 11 July 2003 executed by each of Alcentra (UK) Limited, the Chargor, Alcentra Asset Management Limited, Alcentra Group Limited and Alcentra Investments Limited in favour of the Bank.

"Charged Agreements" means each of the following agreements:

- (a) in relation to the Jubilee I CDO, the investment advisory agreement dated 10 December 2001 and made between Jubilee CDO I B.V., BCAM and JP Morgan Chase Bank, London Branch (as amended and restated on or about 15 March 2002);

(b) in relation to the Jubilee II CDO, the investment advisory agreement dated 27 June 2002 and made between Jubilee CDO II B.V., BCAM and JP Morgan Chase Bank, London Branch; and
(c) in relation to the Blue Eagle CDO, the management agreement dated 19 December 2000 and made between Blue Eagle CDO IM S.A., Barclays Bank PLC and the Chase Manhattan Bank, London Branch (as amended by an agreement dated 4 March 2003).

"Charged Assets" means the assets and undertaking of the Chargor from time to time charged or assigned pursuant to the Charge by way of fixed and/or floating Security as security for the payment or discharge of all or any of the Secured Liabilities.

"CLO" and/or "CLO Fund" means a securitisation of primarily leveraged loan and/or other debt obligations.

"Commitment" means the Facility A Commitment or, as the case may be, Facility B Commitment.

"Derivative Asset" means all dividends, interest or other distributions from time to time and at any time paid or due and all shares, stock, warrants, other securities, rights, money or property from time to time and at any time accruing, issued or offered by way of redemption, conversion, substitution, preference or otherwise in respect of or attributable to any Investment.

"Designated Bank Account" means the following accounts held by Alcentra Limited with Barclays Bank plc and Bank of Scotland and Alcentra Investments Limited with Schroders & Co:

Company	Account Name	Account Number	CCY	Bank	Sort Code
Alcentra Limited	Current	90091405	£	Barclays Bank Plc 50 Pall Mall PO Box 15161R London SW1A 1QA	20-65-82
	Current	68773744	€	Barclays Bank Plc 50 Pall Mall PO Box 15161R London SW1A 1QA	20-65-82
	Deposit	70436208	£	Barclays Bank Plc 50 Pall Mall PO Box 15161R London SW1A 1QA	20-65-82
	Deposit	42993611	€	Barclays Bank Plc 50 Pall Mall PO Box 15161R London SW1A 1QA	20-65-82
	Current	06012341	£	Bank of Scotland PO Box 39900 7 th Floor, 155 Bishopsgate Bishopsgate	12-01-03

Alcentra Limited (Company number 2958399)

				Exchange London EC2M 3YB	
	Deposit	14083001	€	Bank of Scotland PO Box 25044 Princes House 50 West Campbell St Glasgow G2 6YJ	12-20-10
Alcentra Investments Limited	Current	10600501	\$	Schroders & Co Ltd 31 Gresham Street London EC2V 7QA	
	Current	10600500	€	Schroders & Co Ltd 31 Gresham Street London EC2V 7QA	
	Current	10600502	£	Schroders & Co Ltd 31 Gresham Street London EC2V 7QA	

"Deutsche Bank Charge" means the charge over a cash deposit dated 12 June 2003 and entered into between Alcentra Limited and Deutsche Bank AG.

"Event of Default" means any event or circumstance specified as such in Clause 25 of the Facility Agreement (Events of Default).

"Facility A" means a revolving loan and letter of credit facility made under the Facility Agreement as more particularly described in Clause 2.1 of the Facility Agreement.

"Facility A Commitment" means the sum of £3,000,000, to the extent not cancelled, reduced or transferred by the Bank under the Facility Agreement.

"Facility Agreement" means a facility agreement dated 11 July 2003 between inter alia Alcentra Group Limited and the Bank, by which the Bank agreed to make a multicurrency revolving credit facility of up to £12,500,000 available to Alcentra Group Limited.

"Facility A Loan" means a loan made or to be made available under Facility A or the amount outstanding for the time being of that loan.

"Facility B" means the revolving loan, letter of credit and term loan facilities made available under the Facility Agreement as more particularly described in Clause 2.1 of the Facility Agreement.

"Facility B Commitment" means the sum of £12,500,000 to the extent not cancelled, reduced or transferred by the Bank under the Facility Agreement.

"Facility B Loan" means a loan made or to be made available under Facility B or the principal amount outstanding for the time being of that loan including, where applicable, a Facility B Term Loan.

"Facility B Term Loans" has the meaning set out in Clause 4.5 of the Facility Agreement.

"Finance Document" means the Facility Agreement, any letter of credit, the Security Documents, the Intercreditor Deed, any other agreement, document or notice entered into or given in connection herewith or therewith (including any other document designated as such by the Bank and Alcentra Group Limited).

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) moneys borrowed;
 - (b) any amount raised by acceptance under any acceptance credit facilities;
 - (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
 - (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP, be treated as a finance or capital lease;
 - (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
 - (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
 - (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
 - (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
 - (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) (inclusive) above,
- provided that no indebtedness shall be counted twice;

"GAAP" means generally accepted accounting principles in the United Kingdom, from time to time.

"Group" means Alcentra Group Limited, each of the Guarantors and their respective Subsidiaries from time to time.

"Guarantor" means Alcentra Asset Management Limited (incorporated in England and Wales with registration number 4380759), Alcentra Investments Limited (incorporated in Bermuda with registration number 30138), Imperial Credit Asset Management Inc. (incorporated in USA with registration number 2105797), Alcentra Inc. (incorporated in USA with registration number 2379557), Alcentra Limited (incorporated in England and Wales with registration number 2958399) and Alcentra UK Limited (incorporated in England and Wales with registration number 4324531).

"Guernsey Security" means the security interest agreement (third party account bank) dated 11 July 2003 between Alcentra Investments Limited and the Bank.

"ICAM" means Imperial Credit Asset Management Inc.

"ICAM Pledge and Security Agreement" means the pledge and security agreement dated 11 July 2003 between ICAM and the Bank.

"Intellectual Property Rights" means, in relation to the Chargor, all patents, trade marks, service marks (and all goodwill associated with them), all brand and trade names, all copyrights and rights in the nature of copyright, database rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights now or in the future owned or enjoyed by the Chargor, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any such rights and includes each or any of them and "Intellectual Property Right" shall be construed accordingly.

"Intercreditor Deed" means the intercreditor deed dated 11 July 2003 between, inter alia, the Bank, the Obligors and Alchemy.

"Investment" means any:

- (a) stock, share (howsoever described), debenture or other security of whatever nature;
- (b) right, dividend, or other interest (howsoever described) relating to any of the above;
- (c) other asset, right or interest falling within any Article in Part III of the Financial Services and Markets Act 2000 (Regulated Activities Order 2001 ("the Order")) but so that the exclusions in Articles 77(2), 80(2) and 84(2) will not apply;
- (d) Derivative Assets; and
- (e) (without prejudice to the generality of the foregoing) investments in any CLOs (and/or CLO Funds), investments in any Total Return Fund and/or any Warehouse Investment.

"Jubilee I CDO" means the issue of collateralised debt obligations by Jubilee CDO I B.V. (a private company incorporated under the laws of The Netherlands) as more particularly described in the offering circular relating thereto dated 10 December 2001.

"Jubilee II CDO" means the issue of collateralised debt obligations by Jubilee CDO II B.V. (a private company incorporated under the laws of The Netherlands) as more particularly described in the offering circular relating thereto dated 27 June 2002.

"Loan" means a Facility A Loan or Facility B Loan, as applicable.

"Obligor" means Alcentra Group Limited and/or any Guarantor.

"Real Property" means, including as provided in paragraph 1.4 of the Charge (Real Property), any present or future freehold or leasehold property in which the Chargor has an interest; unless such property ceases to be a Charged Asset.

"Receiver" means a receiver or receiver and manager or an administrative receiver as the Bank may specify at any time in the relevant appointment made under the Charge, which term will include any appointee made under joint and/or several appointment by the Bank.

"Securities" means all and any mortgage, pledge, lien, charge (whether fixed or floating), security assignment (whether legal or equitable), hypothecation, debentures, obligations, shares, stock, bonds, warrants, negotiable instruments, certificates of deposit, notes, warrants, units (and rights of participation or other interests in a unit trust scheme, mutual fund or other collective investment arrangement) and other securities of any nature or description whatsoever, the certificates and/or documents of title for which have been, or may from time to time and at any time be, deposited (whether or not for safe custody) by or on behalf of the Chargor as trustee of the trust with its bank and/or in respect of which any equivalent steps appropriate to Securities in dematerialised form have been taken and/or held by its bank for the account of the Chargor as trustee and all and any security interest or any other agreement or arrangement (such as sale or lease and leaseback, a blocked account set-off or similar "flawed asset" arrangement) having a commercial effect analogous to the conferring of security.

"Security Documents" means each of the following: the Bermudian Security, the Guernsey Security, the US Security and the Charge and any other document entered into by any Obligor in connection with any of the foregoing.

"Subsidiary" means in relation to any person, any entity which is controlled directly or indirectly by that person and any entity (whether or not controlled) treated as a subsidiary in the latest financial statements of that period from time to time, and "control" for this purpose means the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to direct management to comply with the type of material restrictions and obligations contemplated in the Finance Documents or to determine the composition of a majority of the board of directors (or like board) or supervisory board of such entity, in each case whether by virtue of ownership of share capital, contract or otherwise, provided that if by reason of regulatory or accounting practice change after the date of the Charge Alcentra Group Limited or any other Obligor is required to treat any CLO Fund vehicle or Warehouse as a subsidiary or subsidiary undertaking or to consolidate such vehicle's or Warehouse's liabilities fully with its own, such CLO Fund vehicle or Warehouse shall not be a Subsidiary of Alcentra Group Limited or any other Obligor for the purposes of the Charge (if it would not otherwise be so).

"TARGET" means Trans-European Automated Real-time Gross Settlement Express Transfer payment system.

"TARGET Day" means any day on which TARGET is open for the settlement of payments in euro.

"US Security" means the Charge, the Alcentra Pledge and Security Agreement, the ICAM Pledge and Security Agreement, the UCC financing statements and the deposit account control agreements in relation to account numbers 655501468 and 50905864.

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

"Warehouse" means a special purpose vehicle established for the purpose of acquiring and holding primarily leveraged loan and other debt obligations pending their subsequent conversion into a CLO or CLO Fund.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02958399

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 11th JULY 2003 AND CREATED BY ALCENTRA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND ANY OTHER OBLIGOR TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND 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 29th JULY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1st AUGUST 2003.

P. Uem



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —