

25 JUN 2001

## Particulars of a mortgage or charge

395

Please do not write  
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

Ac 400074 £10

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

To the Registrar of Companies

For official use

Company number

3780306

Name of company

insert full name  
of company**\*Omega Leasing Limited (the "Company")**

Date of creation of the charge

14 June 2001

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

Floating Charge (the "**Floating Charge**")

Amount secured by the mortgage or charge

Presenter's name address and  
reference (if any):Norton Rose  
Kempson House  
Camomile Street  
London EC3A 7ANGHB/AA11559/395-Floating  
Charge.doc

Time critical reference

For official Use  
Mortgage Section

Post room

LD4  
COMPANIES HOUSE

\*LRF591TZ\*

0351  
25/06/01

Amount secured by the mortgage or charge

All moneys and liabilities whatsoever which are now or at any time hereafter may be due, owing or payable by the Company in any currency, actually or contingently, solely and/or jointly and/or severally with another or others, as principal or surety on any account whatsoever under or pursuant to:

- (a) a guaranty by the Company dated 14 June 2001 as amended, modified or supplemented from time to time (the "**UK Lessor Guaranty**");
- (b) 6.94% Senior Secured Notes due 2011 (aggregate principal amount of \$150,000,000) issued or to be issued by Omega Leasing (US) (No.2) LLC to the purchasers listed in Schedule A to the note purchase agreements referred to in paragraph (c) below (the "**Notes**");
- (c) note purchase agreements dated 14 June 2001 between Omega Leasing (US) (No.2) LLC, the Company and the purchasers listed in Schedule A thereto relating to the issue of the Notes referred to in paragraph (b) above to such purchasers, as from time to time varied in any manner or respect whatsoever (the "**Note Purchase Agreements**");
- (d) the Floating Charge; or
- (e) any other Financing Document (as defined in the Note Purchase Agreements);

or as a consequence of any breach, non-performance, disclaimer or repudiation by any Obligor (as defined in the Floating Charge) of any of its obligations under or pursuant to the UK Lessor Guaranty, the Notes, the Note Purchase Agreements, the Floating Charge or any other Financing Document;

together with all monies and liabilities whatsoever which are now or at any time hereafter may be due, owing or payable by Omega Leasing (US) (No.2) LLC, to any of the Noteholders under or pursuant to the documents specified in paragraphs (b), (c) or (e) above.

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

**The Chase Manhattan Bank** of 450 West 33rd Street, New York, NY 10001 (as collateral agent for the Noteholders) (the "**Chargee**")

Short particulars of all the property mortgaged or charged

- (a) all aircraft engines (other than the UK Portfolio Engines as defined below) now vested in the Company, or beneficially owned by but not vested in the Company, or hereafter acquired by the Company;
- (b) all freehold and leasehold property (including all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment for the time being thereon) now vested in the Company, or beneficially owned by but not vested in the Company, or hereafter acquired by the Company;
- (c) all book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company, and the benefit of any Security Interests and securities for the time being held by the Company in respect of any such debts or moneys;
- (d) all shares and other securities for the time being owned by the Company;
- (e) the goodwill of the Company; and
- (f) all its undertaking and other property, assets and rights, whatsoever and wheresoever, both present and future (other than the UK Portfolio Engines as defined below),

but in each case subject to the provisions of the Floating Charge and in particular to clauses 5 (General Covenants) and 12 (Fixed Security) of the Floating Charge.

Short particulars of all the property mortgaged or charged

**"UK Portfolio Engine"** means any jet engine listed in Exhibit B-4(b) of the Note Purchase Agreements, any other jet engine manufactured by Rolls-Royce plc or affiliate and owned by the Company included in any calculation for overcollateralization in the Note Purchase Agreements and any substituted engine subjected to a UK Lease Agreement pursuant to the UK Master Lease Agreement dated June 16 1999 between the Company and Rolls-Royce Leasing Limited.

The Floating Charge contains a covenant by the Company that it will not create or permit to arise or exist any security interest (other than the Permitted Liens defined in the Note Purchase Agreements ) over or affecting (i) any UK Portfolio Engine or (ii) any rights, revenues or proceeds derived from any UK Portfolio Engine; or (iii) any of its business, assets, undertaking or revenues.

Particulars as to commission allowance or discount (note 3)

NIL

Signed Norton Rose

Date 25 June 2001

On behalf of the Chargee

**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.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03780306

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE DATED THE 14th JUNE 2001 AND CREATED BY OMEGA LEASING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE CHASE MANHATTAN BANK (AS COLLATERAL AGENT FOR THE NOTEHOLDERS) ON ANY ACCOUNT WHATSOEVER UNDER OR PURSUANT TO (a) A GUARANTY BY THE COMPANY DATED 14/06/01 (b) 6.94% SENIOR SECURED NOTES DUE 2011 (c) NOTE PURCHASE AGREEMENTS DATED 14/06/01 (d) THE FLOATING CHARGE (e) ANY OTHER FINANCING DOCUMENT (AS DEFINED IN THE NOTE PURCHASE AGREEMENTS) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th JUNE 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th JUNE 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

LC

HC026B