

25 JUN 2001

395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

CHA 267

Ac 400074 S10

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

To the Registrar of Companies

For official use

Company number

3780306

2

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)

Assignment (the "Assignment")

Amount secured by the mortgage or charge

Presentor's name address and
reference (if any):Norton Rose
Kempson House
Camomile Street
London EC3A 7ANLondon
Counter

GHB/AA11559/395-Assignment.doc

Time critical reference

For official Use
Mortgage Section

Post room

LD4
COMPANIES HOUSE

LRP561TW

0354
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 the note purchase agreements (the "**Noteholders**") 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 Assignment;
- (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 Assignment) of any of its obligations under or pursuant to the UK Lessor Guaranty, the Notes, the Note Purchase Agreements, the Assignment 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 listed 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

All of the Company's rights, title, benefit and interest (present or future) in and to all moneys of whatsoever nature payable to the Company and all other rights and benefits accruing to the Company under:

- (a) a guarantee dated 14 June 2001 executed by Rolls-Royce plc in favour of the Company in respect of the obligations of Rolls-Royce Leasing Limited under engine leases of a UK Engine Portfolio entered into between the Company and Rolls-Royce Leasing Limited and pursuant to a master lease agreement dated June 16 1999 between the Company and Rolls-Royce Leasing Limited;
- (b) a guarantee dated 14 June 2001 executed by Rolls-Royce plc in favour of the Company in respect of the obligations of Alpha Partners Leasing Limited under a loan agreement dated 14 June 2001 between the Company as lender and Alpha Partners Leasing Limited as borrower;
- (c) a guarantee dated 14 June 2001 executed by GATX Capital Corporation in favour of the Company in respect of the obligations of Alpha Partners Leasing Limited under a loan agreement dated 14 June 2001 between the Company as lender and Alpha Partners Leasing Limited as borrower;
- (d) a loan agreement dated 14 June 2001 made between the Company as lender and Alpha

Short particulars of all the property mortgaged or charged

Partners Leasing Limited as borrower;

- (e) a promissory note dated 14 June 2001 issued by Alpha Partners Leasing Limited to the Company evidencing loans made from time to time by the Company to Alpha Partners Leasing Limited under the loan agreement in paragraph (d) above.

The Assignment contains an undertaking by the Company that it will not create or attempt to create or permit to subsist any security interest in respect of the moneys of whatsoever nature payable to the Company and all other rights and benefits accruing to the Company under the documents in paragraphs (a) to (e) directly above, or the debts, revenues, claims, assets, rights, remedies, benefits and interests assigned by the Assignment both present and future or any part thereof or interest therein.

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 AN ASSIGNMENT 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 ASSIGNMENT (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