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COMPANIES FORM No. 395

Particulars of a mortgage or charge



395

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

AC 00400074

CHA 267

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

To the Registrar of Companies

For official use

Company number

04213113

Name of company

* ALPHA LEASING (NO.4) LIMITED ("Alpha")

* insert full name
of company

Date of creation of the charge

20 June 2001

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

Mortgage of Shares in Omega Leasing (No.4) Limited between Alpha and The Royal Bank of Scotland plc (the Security Agent") (the "Mortgage of Shares").

Amount secured by the mortgage or charge

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

Norton Rose
Kempson House
Camomile Street
London EC3A 7AN

Time critical reference

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

0256
09/07/01

Amount secured by the mortgage or charge

The payment by Alpha of the moneys and liabilities which Alpha covenants in clause 2 of the Mortgage of Shares to pay or discharge (the "Secured Amounts");

Alpha covenants with the Security Agent that it shall pay or discharge any moneys and liabilities whatsoever which are now, or at any time hereafter may be, due, owing or payable by Alpha 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 the Facility Agreement (as defined below), the Mortgage of Shares or any other Ancillary Agreement (as defined in the Facility Agreement) or as a consequence of any breach, non-performance, disclaimer or repudiation by any obligor (as defined in the Facility Agreement) of any of its obligations under or pursuant to the Facility Agreement, the Mortgage of Shares or any other Ancillary Agreement.

"Facility Agreement" means a facility agreement dated 20 June 2001 between Omega Leasing (No. 4) Limited and Omega Leasing (US) (No. 4) LLC as borrowers, Alpha and Alpha Leasing (US) (No. 4) LLC as guarantors and The Royal Bank of Scotland plc as Security Agent, Paying Agent and Initial Bank, as from time to time varied in any manner or respect whatsoever, and in particular by alterations which increase or otherwise affect (inter alia) the liability of Omega Leasing (No.4) Limited or Alpha;

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

The Royal Bank of Scotland plc
Floor 8, 135 Bishopsgate
London EC2M 3UR

Short particulars of all the property mortgaged or charged

Alpha with full title guarantee mortgages, charges and assigns all of its right, title and interest in the Securities (as defined below) to the Security Agent as continuing security for the payment of the Secured Amounts.

"Securities" means:

- (a) all of the securities referred to in the Schedule to the Mortgage of Shares;
- (b) all other securities which Alpha may, with the prior written approval of the Security Agent, substitute for all or any of the securities referred to in paragraph (a) of this definition or any securities substituted for any substituted securities; and
- (c) all other securities, warrants and all rights, moneys and property whatsoever, including, without limitation, all allotments, accretions, offers, rights, bonuses, benefits and advantages which accrue, are offered or arise in respect thereof, all dividends or other distributions payable thereon, which may at any time be derived from, accrue on or be offered in respect of, any of the securities for the time being comprised in this security or in any security created pursuant hereto, whether by way of redemption, exchange conversion, option, rights, bonus,

Short particulars of all the property mortgaged or charged

preference, capital reorganisation or otherwise howsoever;

and references to Securities shall include references to all existing and future certificates evidencing title and relating thereto; and references to Securities include references to any part or kind thereof.

Particulars as to commission allowance or discount (note 3)

NIL

Signed *Norton Rose*

Date *6 July 2001*

On behalf of company

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. 04213113

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES IN OMEGA LEASING (NO.4) LIMITED DATED THE 20th JUNE 2001 AND CREATED BY ALPHA LEASING (NO. 4) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc UNDER CLAUSE 2 OF THE MORTGAGE OF SHARES ON ANY ACCOUNT WHATSOEVER UNDER OR PURSUANT TO THE FACILITY AGREEMENT (AS DEFINED) OR ANY OTHER ANCILLARY AGREEMENT (AS DEFINED IN THE FACILITY AGREEMENT) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JULY 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

Handwritten signature/initials