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CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of Company**COMPANIES FORM No. 395****Particulars of a mortgage or charge****A fee of £13 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

14

2159897

Name of company

* Rolls Royce & Partners Finance Limited (the Company)

Date of creation of the charge

23 December 2008

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

Second Priority Subordination Deed (the Subordination Deed)

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 to the Participants or the Security Agent (or any of them) in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety on any account whatsoever under or pursuant to the Facility Agreements, the Subordination Deed or any other Combined Facilities Ancillary Agreement (including, without limitation, pursuant to the guarantee and indemnity on the part of the Company contained in clause 23 of the Facility Agreements) or as a consequence of any breach, non-performance, disclaimer or repudiation by either of the Borrowers of any of their obligations under or pursuant to the Facility Agreements, the Subordination Deed or any other Combined Facilities Ancillary Agreement (the **Secured Amounts**).

Continued at addendum 2/4

ON ANY ACCT 10

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

National Westminster Bank Plc of 135 Bishopsgate, London (the Security Agent)

Postcode EC2M 3UR

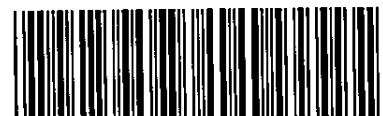
Presenter's name address and
reference (if any):Norton Rose LLP
3 More London Riverside
London
SE1 2AQ

For official Use (02/06)

Mortgage Section

Post room

WEDNESDAY



LCEMJ6BX

LD4

07/01/2009

255

COMPANIES HOUSE

Time critical reference

GHB/LN14897/8842086v1

Short particulars of all the property mortgaged or charged

~~All right, title, benefit and interest of the Company (present or future) in and to the Parent indebtedness, including (without limitation) all moneys, proceeds and payments in connection with the Parent indebtedness and any part thereof, and all other rights and benefits thereby accruing to the Company (the Assigned Property).~~

+ 9 5

The Company covenants with the Security Agent that during the continuance of the security constituted by the Subordinated Deed the Company shall not create or permit to arise or exist any Security Interest over or affecting the Assigned Property (save for the First Priority Subordination Deed, and as contemplated by the Subordination Deed).

Continued at addendum 4/4

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 LLP

Date 06/01/09

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

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

† 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", "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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

*insert full name
of Company

* Rolls Royce & Partners Finance Limited (the Company)

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Borrowers means RRPF Engine Leasing Limited, a Company incorporated in England and Wales number 2670518, whose registered office is at 65 Buckingham Gate, London SW1E 6AT and RRPF Engine Leasing (No. 2) Limited a company registered in England and Wales number 2873019, whose registered office is at 65 Buckingham Gate, London SW1E 6AT;

Combined Facilities Ancillary Agreements means, together, the Ancillary Agreements (as defined in the Facility A Agreement) and the Ancillary Agreements (as defined in the Facility B Agreement);

Facility Agreements means the Facility A Agreement and the Facility B Agreement;

Facility A Agreement means a Facility Agreement dated 21 December 1998 between the Borrowers (and RRPF Engine Leasing (US) LLC, the Company and Rolls-Royce & Partners Finance (US) LLC as guarantors, the Security Agent, J.P. Morgan Europe Limited as paying agent and the parties referred to therein as the Banks, 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 the Borrowers);

Facility B Agreement means a facility agreement dated 23 December 2008 between the Borrowers and RRPF Engine Leasing (US) LLC, the Company and Rolls-Royce & Partners Finance (US) LLC as guarantors, the Security Agent, J.P. Morgan Europe Limited as paying agent and the parties referred to therein as the Banks, 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 the Borrowers);

Participants has the meaning given to such term in the Facility B Agreement.

Addendum 3/4

3. Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

Facility Engine has the meaning given to such term in the Facility B Agreement;

First Priority Subordination Deed means the subordination Deed relating to RRPF Engine Facility made between the Borrowers, the Company and the Security Agent on 21 December 1998;

Parent Indebtedness means all amounts actually or contingently owing, due or payable by the Borrowers to the Company in respect of any indebtedness, liability or obligation arising as a consequence of the acquisition of any Facility Engine by the Borrowers from the Company or on any other account whatsoever;

A395 Continuation

Company number

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Name of company

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of Company

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Security Interest has the meaning given to such term in the Facility B Agreement.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2159897

CHARGE NO. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND PRIORITY
SUBORDINATION DEED DATED 23 DECEMBER 2008 AND
CREATED BY ROLLS-ROYCE & PARTNERS FINANCE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO NATIONAL WESTMINSTER BANK PLC (THE
SECURITY AGENT) OR TO THE PARTICIPANTS (OR ANY OF
THEM) ON ANY ACCOUNT WHATSOEVER 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 7
JANUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JANUARY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES