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Please 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

5111

2670518

Name of company

* RRP Engine Leasing 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 Floating Charge (the **Floating Charge**) between the Company
and the Security Agent.

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 any of the
Participants 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 Agreements, the
Floating Charge or any other Combined Facilities Ancillary Agreement or as
a consequence of any breach, non-performance, disclaimer or repudiation by
the Company of any of its obligations under or pursuant to the Facility
Agreements, the Floating Charge or any other Combined Facilities Ancillary
Agreement (the **Secured Amounts**). **ON ANY ACC + IO**

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);

Continued at addendum 2/4

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

GHB/LN14897/BD#8841445v1

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



LD4

LCEML6BZ

07/01/2009

253

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- (a) all aircraft engines 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 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,

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

* RRPF Engine Leasing 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)

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 Company, RRPF Engine Leasing (No.2) Limited and RRPF Engine Leasing (US) LLC as borrowers, Rolls-Royce & Partners Finance Limited 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 Company;

Facility B Agreement means a facility agreement dated 23 December 2008 between the Company, RRPF Engine Leasing (No.2) Limited and RRPF Engine Leasing (US) LLC as borrowers, Rolls-Royce & Partners Finance Limited 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 Company;

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)

The Company covenants with the Security Agent that:

(a) it shall not create or permit to arise or exist any Security Interest (other than Permitted Liens) over or affecting (i) any Facility Engine or (ii) any rights, revenues or proceeds derived from any Facility Engine;

(b) it shall not create or permit to arise or exist any Security Interest (other than Permitted Liens) over or affecting any of its business, assets, undertaking or revenues;

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

Permitted Liens has the meanings attributed to such term in each of the Facility Agreements;

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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2670518
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECOND PRIORITY FLOATING
CHARGE DATED 23 DECEMBER 2008 AND CREATED BY RRP
ENGINE LEASING LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY TO ANY OF THE
PARTICIPANTS 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