



Registration of a Charge

Company name: **RRPF ENGINE LEASING LIMITED**

Company number: **02670518**



X2YZ54IP

Received for Electronic Filing: **06/01/2014**

Details of Charge

Date of creation: **23/12/2013**

Charge code: **0267 0518 0051**

Persons entitled: **U.S. BANK NATIONAL ASSOCIATION**

Brief description:

Contains fixed charge(s).

Notification of addition to or amendment of charge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2670518

Charge code: 0267 0518 0051

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2013 and created by RRP ENGINE LEASING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2014 .

Given at Companies House, Cardiff on 6th January 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Collateral Supplement

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

THIS COLLATERAL SUPPLEMENT is made the 23 December 2013

BETWEEN:

Sign & Dated Norfa Rose Fulbright
5 January 2014

- (1) SECURITY TRUSTEE; and
- (2) RRPf ENGINE LEASING LIMITED (the Granting Party).

WHEREAS this Agreement is a Collateral Supplement entered into pursuant to a Master Engine Mortgage and Security Trust Agreement, recorded by the Federal Aviation Administration on June 17, 2011 and assigned Conveyance No. TM010253 (as amended or supplemented from time to time, the **MESA**) dated 18 May 2011 among RRPf ENGINE LEASING LIMITED, a company incorporated in England & Wales whose registered office is at 65 Buckingham Gate, London SW1E 6AT, United Kingdom ("**RRPFEL**"), RRPf ENGINE LEASING (US) LLC, a limited liability company incorporated under the laws of Delaware whose chief executive office is at 1875 Explorer Street, Suite 200, Reston, Virginia 20190 ("**RRPFEL (US)**"), together with RRPfEL, the "*Original Owners*", the Additional Owners who have previously become Owners thereunder and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States, as security trustee (in such capacity, the "*Security Trustee*").

IT IS AGREED as follows:

- 1 Terms used herein and not otherwise defined have the meanings given to them in the MESA. The interpretative provisions set out in clause 1 of the MESA shall apply to this Agreement.
- 2 This Agreement is entered into pursuant to clause 6.4 of the MESA. Upon execution hereof by all the parties hereto the additional Eligible Assets of the Granting Party shall become "Collateral" under the MESA with effect from 23 December 2013 (the **Effective Date**) and each reference in the MESA to "Collateral" shall also mean and be a reference to the Additional Collateral (as defined below).
- 3 The Granting Party hereby undertakes with all the parties to the MESA, in respect of the Additional Collateral, to be bound by all the rights and obligations of an Owner under the MESA and that it will perform in accordance with the terms of the MESA all those obligations which have been assumed by it on the Effective Date. Without Prejudice to the generality of the foregoing, to secure the payment and performance of the Secured Obligations, the Granting Party hereby pledges, grants, assigns, mortgages, hypothecates, transfers and delivers to the Security Trustee a continuing Security Interest in all of its rights, title and interest in, to and under the following property of the Granting Party, whether now owned or hereafter acquired by the Granting Party (collectively, the **Additional Collateral**):
 - (a) All Engines (including any Rotables installed in an Engine) owned by the Granting Party and not already forming part of the Collateral, as listed on Annex I to this Collateral Supplement;
 - (b) all Parts, equipment, attachments, accessories, replacement and added Parts and components now or hereafter placed thereon, installed therein or attached thereto, whether or not any of such Parts, equipment, attachments, accessories, replacements or added parts or components may from time to time no longer be installed on any such Engine and/or Rotable or may be installed in any other aircraft engine, including, in the case of Engines, any Rotables owned by the Granting Party;
 - (c) all of the Granting Party's rights, title and interest in the Manuals and the Technical Records that relate to such Engines and/or Rotables and all the Granting Party's rights, title and interest, present and future, therein and thereto and any sale or other transfer agreement relating to any such Engine and/or Rotable, any acceptance certificates and/or bills of sale relating to any such Engine and/or Rotable, and any other certificates and instruments relating to any such Engine and/or Rotable;

- (d) all rights, claims and causes of action, if any, which the Granting Party may have against any person in respect of the foregoing;
- (e) all other tangible or intangible property of the Granting Party, including all proceeds, products and accessions thereof and thereto, relating to any of the property of the Granting Party described in clauses 3.1(a) to 3.1(d) and, to the extent related to any property described in clauses 3.1(a) to 3.1(d) or such proceeds, products and accessions, and all books, correspondence, credit files, records, invoices and other papers relating to the foregoing; and
- (f) all and any products, accessions and Proceeds of all of the foregoing in whatever form.

TO HAVE AND TO HOLD the Additional Collateral, together with all rights, title, interests, powers, privileges and preferences pertaining or incidental thereto, unto the Security Trustee, its successors and assigns, forever; subject, however, to the terms, covenants and conditions hereinafter set forth.

- 4 The Granting Party hereby makes each representation and warranty set forth in clause 8 of the MESA in respect of the Additional Collateral and hereby agrees, together with the Owners, jointly and severally to indemnify the Security Trustee, its officers, directors, employees and agents in the manner set forth in clause 2 of the MESA.
- 5 This Agreement shall be governed by and shall be construed in accordance with the State of New York without giving effect to the conflict of law rules thereof, other than Section 5-1401 and 5-1402 of the New York General Obligations Law. The provisions of clauses 18.2, 18.3, 18.4, 18.5 and 19 of the MESA shall apply to this Agreement.

AS WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first before written.

RRPF ENGINE LEASING LIMITED
as Granting Party

By: _____

Name: _____

Title: _____

BOBBY JANAGAN

U.S. BANK NATIONAL ASSOCIATION
as Security Trustee

By: _____

Name: _____

Title: _____

Nicole Poole

Annex I to Collateral Supplement
Engines owned by Granting Party

<u>MSN</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Configuration</u>	<u>Build date</u>
42360	Trent 700	Rolls Royce	Max Spares	November 2013