

MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

FRIDAY



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L7492UHI

27/05/2011

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COMPANIES HOUSE

1

Company details

Company number 0 2 6 7 0 5 1 8

Company name in full RRP Engine Leasing Limited
(the **Company**)

6

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d 1 d 8 m 0 m 5 y 2 y 0 y 1 y 1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Master engine lease assignment (the **Lease Assignment**)

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All obligations, liabilities and indebtedness which are due, owing, or
payable from or by the Company under or in connection with the
Relevant Documents

Continued on Continuation Page

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	U S Bank National Association
Address	300 Delaware Avenue, 9th Floor
	Wilmington, United States of America
Postcode	D E 1 9 8 0 1
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

All of the Company's right, title and interest present and future in
(a) the lease, hire, purchase or conditional sale agreement, licence or other form of bailment or agreement for use bailment in writing entered into by the Company in respect of any civil aircraft engine together with its associated parts and accessories and any civil aircraft engine parts, accessories and/or modules, including rotables, which are legally and beneficially, or beneficially owned or to be owned by an Owner (a **Lease**), and the guarantee or guarantee and indemnity, letter of credit, cash collateral and/or other form of security provided as security for certain or all of the relevant lessee's obligations under a Lease (the **Lease Security and each Lease, the Assigned Documents**),
(b) the insurances (other than airline legal liability cover) from time to time effected with respect to the Company's right, title and interest present and future in any civil aircraft engine together with its associated parts and accessories and any civil aircraft engine parts, accessories and/or modules, including rotables, which are legally and beneficially, or beneficially, owned or to be owned by an Owner (the **Insurances**),
(c) all moneys or other compensation payable by reason of requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of any civil aircraft engine together with its associated parts and accessories and any civil aircraft engine parts, accessories and/or modules, including rotables, which are legally and beneficially, or beneficially owned or to be owned by an Owner by any government entity or other competent authority, whether *de jure* or *de facto*, but not including requisition for use or hire not involving requisition of title (**Requisition Compensation**), and
(d) any proceeds with respect to a Lease, Lease Security, the Insurances and Compulsory Acquisition, from time to time, in whatever form they may be, including all amounts from time to time standing to the credit of any account into which such proceeds may be paid and any substitute asset or product of such proceeds (the **Proceeds** and together with the Assigned Documents, the Insurances, the Requisition Compensation, the **Assigned Property**)

The Lease Assignment contains an undertaking by the Company that it will not create or attempt to create any security in respect of the Assigned Property or the debts, revenues, claims, assets, rights, remedies, benefits and interests hereby assigned both present and future or any part thereof or interest therein or sell, assign, discount, transfer or otherwise dispose of any of the same or attempt or agree so to do

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance
or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Norion Rose LLP*

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name David Carter

Company name Norton Rose LLP

Address Collect London Counters

Post town

County/Region

Postcode S E 1 2 A Q

Country

DX

Telephone +44 (0)20 7283 6000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register
- ☒ You have included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

"Asset Security Documents" means, together, this Lease Assignment, the master engine mortgage and security trust agreement dated 18 May 2011 made between each Owner as at that date and the Security Trustee (the **"Master Engine Security Agreement"**), each collateral supplement to the Master Engine Security Agreement, each owner supplement to the Master Engine Security Agreement, the Lease Assignment and share security granted by each Owner Parent in favour of the Security Trustee,

"Facility Agents" means J P Morgan Europe Limited and/or such a person who is a party to a Permitted Financing in the capacity as facility agent or paying agent for the Finance Parties who are a party to that Permitted Financing and who has acceded or who will accede (as the context requires) to the Intercreditor Agreement,

"Finance Parties" means, with respect to a Permitted Financing, the banks, financial institutions, trusts, funds, leasing companies or other persons who are either defined as the "Finance Parties" under a Permitted Financing or who are not so defined, but who have provided finance to one or more Owners under that Permitted Financing,

"Initial Permitted Financings" means the Permitted Financings described in Recital (E) of the Intercreditor Agreement,

"Intercreditor Agreement" means an intercreditor agreement dated 13 May 2011 made between, inter alia, the Owners, the Owner Parents, the Facility Agents and the Security Trustee,

"Obligor" means each Owner and each Owner Parent,

"Owner" means the Company, RRP Engine Leasing (US) LLC and any other person who accedes to the Intercreditor Agreement as an additional owner in accordance with the terms thereof,

"Owner Parent" means Rolls-Royce & Partners Finance Limited, Rolls-Royce & Partners Finance (US) LLC and any person who accedes to the Intercreditor Agreement as an additional owner parent in accordance with the terms thereof,

"Permitted Financing" means Initial Permitted Financings and the financings which comply with the requirements set out in the Intercreditor Agreement,

"Relevant Documents" means the Security Documents and the Transaction Documents,

"Security Documents" means, together the Intercreditor Agreement and the Asset Security Documents,

"Security Trustee" means U S Bank National Institution,

"Transaction Documents" means the documents entered into by one or more of the Obligors with the relevant Finance Parties and the relevant Facility Agent containing the terms and conditions upon which a Permitted Financing has been made available to those Obligors



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2670518
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MASTER ENGINE LEASE
ASSIGNMENT DATED 18 MAY 2011 AND CREATED BY RRP
ENGINE LEASING LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
27 MAY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 JUNE 2011

L.C



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES