

MR01

Particulars of a charge

201190/23



Companies House



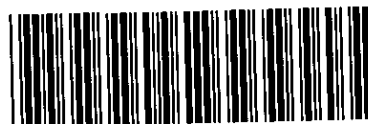
Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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Please see 'How t

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is for**  
You may not use t  
register a charge v  
instrument. Use fo

FRIDAY



A26 \*AAHLMMMH\* #34  
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within  
21 days beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record. Do not send the original.

1

**Company details**

Company number 0 2 6 7 0 5 1 8  
Company name in full RRP ENGINE LEASING LIMITED

2 7 2 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

**Charge creation date**

Charge creation date d 1 d 4 m 0 m 6 y 2 y 0 y 2 y 1

3

**Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name U.S. BANK NATIONAL ASSOCIATION

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

X *NORTON ROSE FULBRIGHT LLP* X

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

**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. The contact information you give will be visible to searchers of the public record.

Contact name **CLIVE WESTON / GILES BRAND**

Company name **NORTON ROSE FULBRIGHT LLP**

**(AS AGENT FOR U.S. BANK N.A.)**

Address **3 MORE LONDON RIVERSIDE**

Post town **LONDON**

Country/Region

Postcode **S E 1 2 A Q**

Country **UNITED KINGDOM**

DX

Telephone **02072836000**

**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 a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

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

**How to pay**

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**

IN THE COUNTY COURT AT CENTRAL LONDON  
BUSINESS AND PROPERTY WORK  
DISTRICT JUDGE WILKINSON

NO: 1355/2021

IN THE MATTER OF RRPf ENGINE LEASING LIMITED  
AND IN THE MATTER OF THE COMPANIES ACT 2006

RRPf ENGINE LEASING LIMITED ✓

Claimant

and

THE REGISTRAR OF COMPANIES

Defendant

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**ORDER**

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UPON the application by Claim issued on 14 September 2021 of the above-named Company "the Claimant"

AND UPON a paper determination pursuant to the Protocol for Insolvency and Companies work in Central London dated 1 September 2020 relating to Covid 19

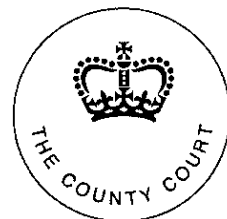
AND UPON reading the evidence

AND UPON the court being satisfied that the omission to deliver to the Registrar of Companies pursuant to section 859A of the Companies Act 2006 (the "Act") the Legal Charge hereinafter mentioned together with the prescribed particulars thereof was accidental or due to inadvertence or some other sufficient cause and/or that it is just and equitable to grant relief

**IT IS ORDERED THAT:**

1. Pursuant to Section 859F of the Act that the time for registration in the manner required by Section 859A of the said Act of a Legal Charge dated effective as at 14 June 2021 and made between RRPf Engine Leasing Limited (as chargor) of the one part and U.S. Bank National Association (as Security Trustee) of the other part of certain land and property known as a collateral supplement extending a Master Engine Mortgage and Security Trust Agreement over one PW1127G-JM engine with MSN 770765 manufactured by IAE International Aero Engines AG with build date October 2019, be extended to 2 DECEMBER 2021 .
2. The Claimant do deliver a sealed copy of this Order to the Registrar of Companies.
3. This Order is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Legal charge and the date of its/their actual registration.

Dated: 11 NOVEMBER 2021





FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2670518

Charge code: 0267 0518 0272

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2021 and created by RRP ENGINE LEASING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2021.

Given at Companies House, Cardiff on 25th November 2021



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## Collateral Supplement

THIS COLLATERAL SUPPLEMENT is made the 14 JUNE 2021

BETWEEN:

- (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 1 Brewer's Green, London SW1H 0RH, 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 14 JUNE 2021 (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;

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.

*North River Trust LLP*

Sign & Dated 17/8/2021

- (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**  
**Attorney - in - Fact**

**U.S. BANK NATIONAL ASSOCIATION**  
as Security Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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:

**U.S. BANK NATIONAL ASSOCIATION**  
**as Security Trustee**

By:  \_\_\_\_\_

Name:

Title:

**JUAN S. HERNANDEZ**  
**TRUST OFFICER**

**Annex I to Collateral Supplement**  
**Engines owned by Granting Party**

<u>MSN</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Build date</u>
770765	PW1127G-JM	International Aero Engines	October 2019