

CHFP021

Please do not
write in
this margin

COMPANIES FORM No. 403b

Declaration that part of the property or undertaking charged (a) has been released from the charge; (b) no longer forms part of the company's property or undertaking

Pursuant to section 403(1) (b) of the Companies Act 1985



*Please complete
legibly, preferably
in black type, or
bold block lettering*

**To the Registrar of Companies
(Address overleaf)**

For official use

Company number

04206608

* insert full name
of company

Name of company

* INFOR GLOBAL SOLUTIONS (TESTON) LIMITED

† delete as appropriate

insert a description of the instrument(s) creating or evidencing the charge, eg "Mortgage", "Charge", "Debenture" etc

- the date of registration may be confirmed from the certificate

§ insert brief details of property or undertaking no longer subject to the charge

1. K Deane & G Bismought
of The Phoenix Building, Central Boulevard, Blythe Valley Park B90 8B G
[a director] ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ ~~XXXXXX~~ of the above company, do

solemnly and sincerely declare that with respect to the charge described below the part of the property or undertaking described [has been released from the charge][~~has been released from the charge~~
~~does not properly or adequately~~]

Date and description of charge #	3/05/2007	Debenture
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Date of registration 0 9/05/2007

Name and address of [chargee] HSBC Bank Plc of 8 Canada
Square, London, E14 5HQ

Short particulars of property or undertaking released or no longer part of the company's property or undertaking \$ Fixed and floating charges over the undertaking and all property and assets, present and future, including goodwill, bookdebts, uncalled capital, buildings, fixtures, plant and machinery

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at INFOR LTD, LAKEVIEW
RD 2, EMBURY, HANTS
Day Month Year rk

Declarant to sign below

on 04 of 2008

before me [Signature]
~~A Commissioner for Oaths, or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths~~

Presenter's name address and
reference (if any)
Kirkland & Ellis International LLP
30 St Mary Axe
London
EC3A 8AF

For official Use (02/06)
Mortgage Section

FRIDAY



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15/08/2008

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COMPANIES HOUSE

"Sale and Purchase Documents" means, together, the Sale and Purchase Agreement, each Declaration of Trust, each Trust Termination Certificate, each Bill of Sale, all other documents, notices, consents, acknowledgements and certificates from time to time entered into pursuant thereto or in connection therewith and each other document designated as such in writing by the Limited Partnership and the Chargee (each, a **"Sale and Purchase Document"**)

"Secured Obligations" means (a) any and all moneys and financial liabilities which are (or which are expressed to be) now or at any time hereafter due, owing or payable by any Obligor to any Secured Party in any currency, actually or contingently, with another or others, as principal or surety, on any account whatsoever under or in relation to any Transaction Document, including as a consequence of any breach, non-performance, disclaimer or repudiation by any Obligor (or by a liquidator, receiver, administrative receiver, administrator or any similar officer in respect of such Obligor) of any of such Obligor's obligations under or in relation to any Transaction Document, and (b) any and all obligations which are (or which are expressed to be) now or at any time hereafter to be performed by any Obligor in favour of any Secured Party under or in relation to any Transaction Document (and any and all such moneys, liabilities and obligations of any Obligor shall form part of the Secured Obligations (i) whether or not such Obligor is personally liable for the same and whether or not any recourse may be had with respect thereto against such Obligor and/or its assets and (ii) (without limiting the foregoing) notwithstanding the limited recourse provisions of clause 26 of the Deed of Application of Proceeds and Priorities)

"Secured Parties" means, together, the Finance Parties, the Servicer and, prior to the ELF Exit Date, the Sellers

"Security Documents" means, together, the Interim Engine Mortgages, the Borrower Engine Mortgages, the Borrower Account Pledge Agreement, the Borrower English Account Security Agreement, the Borrower Security Agreement, the Partnership Security Agreement, the General Partner Shares Security Agreement and each other document executed by any Obligor or any other person in favour of any Secured Party (directly or indirectly) so as to provide security for the Secured Obligations, all other documents, notices, consents, acknowledgements and certificates from time to time entered into pursuant thereto or in connection therewith and each other document designated as such in writing by the Limited Partnership and the Chargee (each, a **"Security Document"**)

"Sellers" means Engine Lease Finance Corporation ("ELF"), a Nevada corporation and Aviation Lease Finance LLC ("ALF"), a Delaware corporation (each a **"Seller"**)

"Servicer" means Engine Lease Finance Corporation, a Nevada corporation

"Servicing Agreement" means the lease management and/or remarketing agreement relating to the Engines entered into or to be entered between the Servicer, the Limited Partnership and/or any other person (in a form approved by the Chargee)

"Subsidiary" means

- (a) in relation to any company that is incorporated under the laws of England and Wales, a subsidiary within the meaning of section 736 of the Companies Act 1985, and
- (b) in relation to any company or corporation that is not incorporated under the laws of England and Wales, a company or corporation
 - (i) which is controlled, directly or indirectly, by the first mentioned company or corporation, or

- (ii) more than half the issued voting share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
- (iii) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation under the laws of its jurisdiction of incorporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

"Technical Records" has the meaning ascribed to such term (or to any similar or analogous term) in the Lease Agreement

"Transaction Documents" means, together, the Deed of Application of Proceeds and Priorities, the Loan Documents, the Lease Documents, the Sale and Purchase Documents, the Security Documents, the Partnership Agreement, all other documents, notices, consents, acknowledgements and certificates from time to time entered into pursuant thereto or in connection therewith and each other document designated as such in writing by the Limited Partnership and the Chargee (each, a **"Transaction Document"**)

"Transferee" has the meaning ascribed thereto in the Loan Agreement

"Trust Termination Certificate" has the meaning ascribed thereto in the Sale and Purchase Agreement

"Warranties" means any and all warranties given by any Engine Manufacturer or any maintenance provider in relation to any Engine or any Part