



Registration of a Charge

Company name: **OMEGA LEASING (NO.9) LIMITED**

Company number: **08072649**



X5KGOWRS

Received for Electronic Filing: **24/11/2016**

Details of Charge

Date of creation: **22/11/2016**

Charge code: **0807 2649 0008**

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

Brief description:

Contains fixed charge(s).

Contains negative pledge.

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: 8072649

Charge code: 0807 2649 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd November 2016 and created by OMEGA LEASING (NO.9) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th November 2016 .

Given at Companies House, Cardiff on 25th November 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated 22 NOVEMBER 2016

OMEGA LEASING (NO.9) LIMITED (1)
as Borrower

and

U.S. BANK NATIONAL ASSOCIATION (2)
as Security Agent

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.

Sign & Dated NORTON ROSE FULBRIGHT LLP
24/11/2016

BORROWER SECURITY ASSIGNMENT
relating to a US\$335,000,000
Bridge Loan Facility

 **NORTON ROSE FULBRIGHT**

Contents

Clause	Page
1	Definitions and Interpretation.....1
2	Representations and Warranties3
3	Covenant to Pay, Discharge and Perform the Secured Obligations4
4	Assignment.....4
5	Borrower's Undertakings4
6	Extent of Security Agent's Liability5
7	Notice of Assignment.....6
8	Power of Attorney7
9	Further Assurance and Other Matters7
10	Security.....7
11	Enforcement of Security8
12	Protection of Third Parties8
13	Delegation.....9
14	Indemnity9
15	Notices9
16	Law, Jurisdiction and Other Provisions9
	Schedule 1 Notice and Acknowledgement of Lease Assignment and EWAs11
	Schedule 2 Notice and Acknowledgement of Assignment of RR Guarantee and EWAs15
	Schedule 3 Notice of Assignment of Insurances19

A DEED OF ASSIGNMENT dated 22 NOVEMBER 2016 and made BETWEEN:

- (1) **OMEGA LEASING (NO.9) LIMITED**, a company incorporated and existing under the laws of England whose registered office is at 62 Buckingham Gate, London SW1E 6AT, United Kingdom (the **Borrower**); and
- (2) **U.S. BANK NATIONAL ASSOCIATION**, a national banking association established under the laws of the USA with an office at 300 Delaware Avenue, 9th Floor, Wilmington, Delaware 19801, USA, in its capacity as security agent and trustee for and on behalf of itself and the Finance Parties (the **Security Agent**, which expression shall include its successors and assigns).

WHEREAS:

- (A) Pursuant to certain lease agreements entered into or to be entered into under the "Letter Agreement in respect of the long term leasing of Rolls-Royce Engines" dated 20 June 2012 (the **Master Long Term Lease Agreement**) between (1) the Borrower, (2) Alpha Leasing (No.9) Limited (the **Guarantor**) and (3) Rolls-Royce Leasing Limited (**RRL**), the Borrower and the Guarantor have agreed to lease to RRL and RRL has agreed to take on lease for the period and upon the terms and conditions therein contained the Facility Engines;
- (B) By the guarantee (the **RR Guarantee**) entered into in respect of each of the Leases, in favour of the Borrower and the Guarantor, Rolls-Royce plc (**Rolls-Royce**) agreed to guarantee the obligations of RRL under each of the Leases;
- (C) By a U.S.\$335,000,000 Bridging Loan Facility Agreement dated on or around November 2016 (the **Loan Agreement**) made between, amongst others, the Borrower, the Guarantor, Lloyds Bank Plc as facility agent, the banks and financial institutions referred to therein as the Original Lenders and the Security Agent, the Lenders agreed to make available to the Borrower a loan of up to U.S.\$335,000,000; and
- (D) It is a condition precedent to the obligations of the relevant Finance Parties under the Loan Agreement that the Borrower executes this Assignment in favour of the Security Agent.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

- 1.1 In this Assignment words and expressions defined in the Loan Agreement shall bear the same respective meanings unless otherwise defined herein and the following words and expressions have the following meanings, in each case unless the context otherwise requires:

Assigned Property means the Collateral and the Requisition Compensation and references to Assigned Property include references to any part of the Assigned Property;

Collateral means:

- (a) all moneys of whatsoever nature payable to the Borrower pursuant to the Leases and all other rights, title, interest and benefits accruing to the Borrower pursuant to the Leases including, without limitation, all claims for damages in respect of any breach by RRL of the terms of the Leases and including any moneys payable in respect of the Requisition Compensation;
- (b) all moneys of whatsoever nature payable to the Borrower under the RR Guarantee and all other rights and benefits whatsoever accruing to the Borrower under the RR

Guarantee including, without limitation, all claims for damages in respect of any breach by Rolls-Royce of the RR Guarantee;

- (c) all of the Borrower's rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to the Insurance Proceeds; and
- (d) all of the Borrower's rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to each Engine Warranty Agreement.

Compulsory Acquisition means, with respect to a Facility Engine, the requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of that Facility Engine by any Government Entity or other competent authority, whether de jure or de facto, but shall exclude requisition for use or hire not involving requisition of title;

Enforcement Notice means a notice given by the Facility Agent pursuant to and in accordance with clause 22.12 (*Acceleration*) of the Loan Agreement;

Engine Warranty Agreement means each warrantless agreement relating to the Facility Engines entered into between the Manufacturer, RRL and the Borrower;

Facility Engines means:

- (a) the seven (7) civil aircraft engines more particularly described in Part 1 of Schedule 4 (*Facility Engines*) of the Loan Agreement owned by the Borrower as at the date of this Assignment;
- (b) any Eligible Facility Engine that is acquired by the Borrower with the proceeds of an Advance under the Loan Agreement after the date of this Assignment; and
- (c) any substitute engine in respect of the engines in (a) and (b) above made in accordance with the Substitution Provisions;

Insurances means, with respect to a Facility Engine, all policies of insurance from time to time effected or required to be maintained pursuant to clause 9.7 and Schedule 2 of the Master Long Term Lease Agreement in respect of that Facility Engine.

Insurance Proceeds means (i) the proceeds of any and all Insurances (other than the Liability Insurances and any reinsurance with respect thereto) payable to the Borrower, and (ii) all claims under, and the right to make all claims under, any and all Insurances (other than the Liability Insurances and any reinsurance with respect thereto);

Leases means each lease between the Borrower, the Guarantor and RRL with respect to each Facility Engine entered into from time to time pursuant to the Master Long Term Lease Agreement;

Liability Insurances means the Insurances described in paragraph 1(b)(iii) of Schedule 2 to the Master Long Term Lease Agreement;

Manufacturer means Rolls-Royce or any other manufacturer of a Facility Engine or any component, equipment or accessory installed or attached therein or thereon;

Notice of Assignment (Insurances) means a notice of assignment with respect to the Insurances substantially in the form set out in Schedule 3 (*Notice of Assignment of Insurances*);

Relevant Documents means this Assignment, the Leases, the RR Guarantee and the Engine Warranty Agreements and all supplemental agreements, notices, certificates,

requests, consents, other agreements and instruments from time to time entered into or issued pursuant to any of the foregoing;

Relevant Insurance Parties has the meaning given to it in clause 7.3 (*Notice of Assignment*);

Requisition Compensation means all moneys or other compensation payable by reason of any Compulsory Acquisition or requisition for the use or hire of a Facility Engine or any part thereof; and

Secured Obligations means the moneys, liabilities and obligations which the Borrower covenants in clause 3 (*Covenant to Pay, Discharge and Perform the Secured Obligations*) to pay, discharge and perform and any reference to the Secured Obligations includes a reference to any of them.

- 1.2 Clause headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Assignment.
- 1.3 Clauses 1.2 (*Construction*) and clause 12.7 (*VAT*) of the Loan Agreement and any other provision of the Loan Agreement which, by its terms, purports to apply to all of the Finance Documents and/or any Obligor shall apply to this Assignment as if set out herein but with all necessary changes and as if references in such provisions to this Agreement or a Finance Document referred to this Assignment.

2 Representations and Warranties

- 2.1 The Borrower represents and warrants on each Utilisation Date to the Security Agent that:
 - 2.1.1 the copies of the Relevant Documents which the Borrower has delivered to the Security Agent are true, complete and up-to-date copies, and there have been no amendments, supplements or modifications thereto or variations thereof;
 - 2.1.2 each of the Relevant Documents to which it is a party constitutes its valid, binding and enforceable obligations (subject to bankruptcy, insolvency and other laws affecting creditors rights generally and the Legal Reservations), is in full force and effect and there have been no defaults by it thereunder;
 - 2.1.3 the Borrower will, for so long as the Security Agent shall not have executed a discharge of the security created hereby, remain the sole lawful owner of all rights, title and interest in and to the Collateral, subject to this Assignment;
 - 2.1.4 the Borrower is the legal and beneficial owner of the Assigned Property and neither the Assigned Property nor any part thereof is subject to any assignment, pledge or other Security in favour of any other person other than the Security Agent save as contemplated by the Relevant Documents; and
 - 2.1.5 there are no actions, suits or proceedings pending or threatened by or against the Borrower in connection with or arising out of the Assigned Property.
- 2.2 The rights and remedies of the Security Agent in relation to any misrepresentation or breach of warranty on the part of the Borrower shall not be prejudiced by any investigation by or on behalf of the Security Agent into the affairs of the Borrower, by the performance of this Assignment or by any other act or thing which may be done by it in connection with this Assignment and which would, apart from this sub-clause, prejudice such rights or remedies.

3 Covenant to Pay, Discharge and Perform the Secured Obligations

The Borrower covenants with the Security Agent that it shall pay, discharge and perform all moneys, liabilities and obligations whatsoever which are now, or at any time hereafter may be, due, owing, payable or outstanding by any Obligor 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 this Assignment, the Loan Agreement or any other Finance Document or as a consequence of any breach, non-performance, disclaimer or repudiation by it or any other Obligor of any of its obligations under or pursuant to this Assignment, the Loan Agreement or any other Finance Document.

4 Assignment

- 4.1 As continuing security for the payment, discharge and performance of the Secured Obligations the Borrower with full title guarantee **HEREBY ASSIGNS AND AGREES TO ASSIGN ABSOLUTELY** to the Security Agent all the Borrower's rights, title, benefit and interest (present or future) in and to the Assigned Property including (without limitation) all moneys, proceeds and payments in connection with any of the same, and all other rights and benefits thereby accruing to the Borrower, including (without prejudice to the generality of the foregoing) the right to sue for damages, **PROVIDED ALWAYS** that any and all monies and rights hereby assigned shall continue to be payable and performed in accordance with the provisions regulating payment and performance thereof in the applicable Leases, the Insurances, the Engine Warranty Agreements or, as the case may be, the RR Guarantee, until such time as the Facility Agent serves an Enforcement Notice and the Security Agent shall direct to the contrary, whereupon the Borrower shall forthwith, and the Security Agent may, at any time thereafter, instruct RRL and/or Rolls-Royce and/or the brokers through whom the Insurances or any part thereof are effected (being the persons from whom such monies are then payable) to pay the same to the Security Agent or as it may otherwise direct.
- 4.2 Upon the absolute, irrevocable and unconditional payment, discharge and performance in full to the satisfaction of the Security Agent of all the Secured Obligations, the Security Agent shall, at the request and cost of the Borrower, re-assign the Assigned Property to the Borrower or to the Borrower's order and execute, sign, perfect, do and (if required) file, record, register and enrol every further deed, assurance, agreement, instrument, act and thing which may reasonably be required for the purposes of affecting and/or perfecting such release provided however that if there is any liquidator, administrator or similar officer of the Borrower who could be entitled to reclaim or recover any moneys paid to the Security Agent in payment or discharge of the Secured Obligations, the Security Agent may delay such re-assignment until such time as, in the Security Agent's reasonable opinion, such liquidator, administrator or similar officer is no longer so entitled.
- 4.3 Any Requisition Compensation received by the Security Agent pursuant to the assignment set forth in clause 4.1 shall be applied in accordance with the provisions of the Master Long Term Lease Agreement and the applicable Lease.
- 4.4 Any Insurance Proceeds received by the Security Agent pursuant to the assignment set forth in clause 4.1 shall be applied in accordance with the provisions of the Master Long Term Lease Agreement and the applicable Lease.
- 4.5 This Assignment does not constitute an assignment of any policies representing the Insurances but only of the benefit, rights, title, interest in the Insurance Proceeds and only insofar as the same relate to the Facility Engines.

5 Borrower's Undertakings

- 5.1 The Borrower undertakes with the Security Agent that, so long as any Secured Obligation remains outstanding:

- 5.1.1 it will do or permit to be done each and every act or thing which the Security Agent may from time to time reasonably require to be done for the purpose of enforcing the Security Agent's rights under this Assignment and will allow the Borrower's name to be used as and when reasonably required by the Security Agent for that purpose;
- 5.1.2 it will perform its obligations under the Relevant Documents and with respect to the Insurances;
- 5.1.3 the lease of a Facility Engine to RRL pursuant to the relevant Lease shall not in any circumstances be terminated by the Borrower by reason of any breach or alleged breach of such Lease by RRL unless the Security Agent shall first have given its consent in writing to such termination PROVIDED ALWAYS that any termination of a Lease by the Borrower after such consent is given shall be without responsibility on the part of the Security Agent which shall be under no liability whatsoever in the event that such termination be thereafter adjudged to constitute a repudiation of such Lease by the Borrower;
- 5.1.4 it will pay to the Security Agent on demand all moneys whatsoever which the Security Agent shall or may reasonably expend in or about the protection, maintenance or enforcement of the security created by this Assignment, together with interest thereon at the rate provided in clause 8.3 (*Default Interest*) of the Loan Agreement from the date or dates falling one (1) Business Day after the date on which such demand was made until the date of payment thereof by the Borrower as well before as after judgment;
- 5.1.5 It will supply to the Security Agent all information, accounts and records that may be necessary or reasonably required to enable the Security Agent to verify the amount of all payments due to the Borrower pursuant to the Relevant Documents or the Insurances;
- 5.1.6 it will not create or attempt to create or permit to subsist 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, save in each case as contemplated by the Relevant Documents;
- 5.1.7 it shall, upon request, appoint the Security Agent (or any person designated by the Security Agent) to be a person designated by the Borrower to visit, inspect and survey a Facility Engine pursuant to clause 9.3(a)(*Inspection*) of the Master Long Term Lease Agreement;
- 5.1.8 not do, or cause or permit to be done, anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent of the Assigned Property; and
- 5.1.9 comply in all respects with all laws to which it may be subject, if failure to do so would impair this Assignment, or its ability to perform its obligations under this Assignment, or would impose any liability or obligation on the Security Agent.

6 Extent of Security Agent's Liability

- 6.1 It is further agreed and declared that notwithstanding the assignment herein before contained:
- 6.1.1 the Security Agent shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Assignment or to make any claim or take any other action to collect any moneys or to enforce any rights and benefits hereby assigned to the Security Agent or to which the Security Agent may at any time be entitled hereunder; and

- 6.1.2 the Borrower shall remain liable to perform all the obligations assumed by it under the Relevant Documents and with respect to the Insurances and the Security Agent shall be under no obligation of any kind whatsoever thereunder or be under any liability whatsoever in the event of any failure by the Borrower to perform any of its obligations thereunder.

7 Notice of Assignment

- 7.1 The Borrower covenants and agrees that:

- (a) upon execution of this Assignment; and
- (b) upon each date when the Borrower and the Guarantor enters into a new Lease in respect of a Facility Engine with RRL pursuant to the Master Long Term Lease Agreement,

It will execute and deliver and procure that the Guarantor will execute and deliver:

- (i) a notice of assignment to RRL in the form of Schedule 1 (*Notice and Acknowledgement of Lease Assignment and EWAs*); and
- (ii) a notice of assignment to Rolls-Royce in the form of Schedule 2 (*Notice and Acknowledgement of Assignment of RR Guarantee and EWAs*), and

the Borrower will procure:

- (A) that RRL counter-executes and delivers to the Security Agent the acknowledgement to the notice of assignment in the form of Schedule 1 (*Notice and Acknowledgement of Lease Assignment and EWAs*); and
- (B) that Rolls-Royce counter-executes and delivers to the Security Agent the acknowledgement to the notice of assignment in the form of Schedule 2 (*Notice and Acknowledgement of Assignment of RR Guarantee and EWAs*).

- 7.2 The Borrower covenants and agrees that upon each instance when RRL validly exercises its substitution rights with respect to a Facility Engine in accordance with the Substitution Provisions of the relevant Lease the Borrower shall provide to the Security Agent a written notice of the assignment in the form of the notice set out in Schedule 1 (*Notice and Acknowledgement of Lease Assignment and EWAs*), Schedule 2 (*Notice and Acknowledgement of Assignment of RR Guarantee and EWAs*) and Schedule 3 (*Notice of Assignment of Insurances*) signed by both the Borrower, the Guarantor and the Security Agent with respect to each Incoming Facility Engine.

- 7.3 The Borrower covenants and agrees that the Security Agent may deliver each Notice of Assignment (Insurances) to the brokers through whom the Insurances or part thereof are effected and/or to any of the persons referred to in clause 9.5(a) (*Sub-Leasing and Use*) of the Master Long Term Lease Agreement (the **Relevant Insurance Parties**) if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Agent determines (acting in good faith and on the basis of independent legal advice which it has sought and received with respect to the matter) that the failure to deliver a Notice of Assignment (Insurances) to any of the Relevant Insurance Parties is having or will have a material adverse effect on the validity, priority, enforceability or effectiveness of the assignment by way of security created or intended to be created by this Assignment or on its ability to realise the security created thereby, provided that this paragraph (b) will not apply, on the basis of Applicable Law as at the date of this Assignment, with respect to the absence of perfection of the assignment of Insurances as a consequence of the

agreement not to serve Notices of Assignment (Insurances) as outlined in this clause 7.3.

- 7.4 Following service of a Notice of Assignment (Insurances) in accordance with clause 7.3, should the insurers and/or brokers through whom all or any part of the Insurances are effected at any time change, the Borrower shall ensure that the Security Agent is promptly informed of such change (provided that, the Borrower shall only be obliged to inform the Security Agent of a change in the insurers to the extent it is informed of the same).
- 7.5 The Borrower undertakes to give notice of the assignment pursuant to clause 4.1 in respect of any Requisition Compensation to any relevant Government Entity reasonably requested by the Security Agent, and in such form as the Security Agent may reasonably require, upon any Compulsory Acquisition of a Facility Engine and shall use reasonable endeavours to obtain the countersignature by or on behalf of the relevant Government Entity of each such notice by way of acknowledgement of receipt of such notice.

8 Power of Attorney

For the purpose of securing the interest of the Security Agent in the Assigned Property and the performance of the Secured Obligations, the Borrower irrevocably appoints and constitutes the Security Agent as the Borrower's true and lawful attorney with full power (in the name of the Borrower or otherwise) to ask, require, demand, receive, compound and give good discharge for any and all moneys and claims for moneys due and to become due under or arising out of the property hereby assigned, to endorse any cheque or other instrument or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Security Agent may deem to be necessary or advisable and otherwise to do any and all things which the Borrower itself could do in relation to the Assigned Property, provided that such power shall only be exercisable by the Security Agent if and for so long as there shall have occurred and be continuing an Event of Default, but the exercise of such power by the Security Agent shall not put any person dealing with the Security Agent upon enquiry as to whether any Event of Default has occurred nor shall any person be in any way affected by notice that no Event of Default has occurred and the exercise by the Security Agent of such power shall be conclusive evidence of its right to exercise the same.

9 Further Assurance and Other Matters

- 9.1 The Borrower further undertakes that, at any time and from time to time upon the request of the Security Agent, it will at its own expense execute, perfect, do, and (if required) register every such further assurance, document, act or thing which the Security Agent may reasonably specify with a view to:
- 9.1.1 maintaining, perfecting or giving effect to any assignment or security created or intended to be created by this Assignment; or
- 9.1.2 facilitating the exercise, or the proposed exercise, of any of the Security Agent's powers following the occurrence of an Event of Default.

10 Security

- 10.1 This Assignment and the security created hereby shall be held by the Security Agent as a continuing security for the payment, discharge and performance of the Secured Obligations, and the securities, covenants and provisions contained in this Assignment shall remain in force as continuing securities to the Security Agent notwithstanding any settlement of account or any other act, event or matter whatsoever, except the release by the Security Agent in accordance with clause 4.2 of the security created by this Assignment and the reassignment of the Assigned Property to the Borrower or such other person as the Borrower may direct. The security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Obligations, shall be in

addition to, and shall not in any way be prejudiced or affected by, any collateral or other security now or hereafter held by the Security Agent for all or any part of the Secured Obligations. Every power and remedy given to the Security Agent hereunder shall be in addition to, and not a limitation of, any and every other power or remedy vested in the Security Agent, and all the powers so vested in the Security Agent may be exercised from time to time and as often as the Security Agent may deem expedient. No delay or omission of the Security Agent in the exercise of any right or power vested in it hereunder shall impair such right or power or be construed as a waiver of or an acquiescence in any default by the Borrower.

- 10.2 The Security Agent shall have all the powers conferred on mortgagees by Section 101 of the Law of Property Act, 1925. Sections 93 and 103 of the Law of Property Act, 1925 shall not apply to this Assignment.

11 Enforcement of Security

- 11.1 When, and at any time after, the Facility Agent serves an Enforcement Notice pursuant to the terms of the Loan Agreement, the Security Agent shall be entitled, without further notice, immediately to put into force and exercise all the powers and remedies possessed by it according to law as assignee by way of security of the Assigned Property as and when it may see fit, and in particular:
- 11.1.1 to recover and collect, pursuant to all powers, remedies, rights and privileges of the Borrower with respect to the Assigned Property, and to give a good receipt therefor on behalf of the Borrower;
- 11.1.2 to take over or institute all such proceedings in connection with all or any of the Assigned Property as the Security Agent in its absolute discretion thinks fit, and to discharge, compound, release or compromise all or any of the Assigned Property or claims in respect thereof;
- 11.1.3 to take possession of and/or, subject to the terms of the Relevant Documents restricting assignment thereof, to sell all or any of the Assigned Property, by public auction or private contract, at any place in the world, with or without advertisement or notice to the Borrower, for cash or on credit and otherwise and upon such terms as the Security Agent in its absolute discretion may determine;
- 11.1.4 to set-off any monies comprised in the Assigned Property against such or any of the Secured Obligations; and
- 11.1.5 to implement any contracts included in the Assigned Property, or to agree with any other party thereto to determine the same on such terms and conditions as the Security Agent and such party may agree.

12 Protection of Third Parties

No purchaser or other person dealing with the Security Agent or with its attorneys or agents shall be concerned to enquire (a) whether any power exercised by it or him has become exercisable, (b) whether any money remains due on the security hereby created, (c) as to the propriety or regularity of any of his, its or their actions, or (d) as to the application of any money paid to him, it or them. In the absence of bad faith on the part of such purchaser or other person, such dealings shall be deemed so far as regards the safety and protection of such purchaser or other person to be within the powers hereby conferred and to be valid accordingly. The remedy of the Borrower in respect of any impropriety or irregularity whatever in the exercise of such powers shall be in damages only.

13 Failure to Exercise

Neither the Security Agent nor any of the other Finance Party shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise in good faith of, or the failure to exercise, any of its powers, unless such loss or damage is caused by its or his gross negligence, fraud or wilful default.

14 Delegation

14.1 The Security Agent may, at the expense of the Borrower at any time(s):-

14.1.1 delegate to any person(s) all or any of its rights, powers and discretions hereunder on such terms (including power to sub-delegate) as the Security Agent sees fit; and

14.1.2 employ agents, managers, employees, advisers and others on such terms as the Security Agent sees fit for any of the purposes set out herein.

15 Indemnity

15.1 The Borrower will indemnify the Security Agent in respect of all liabilities and expenses reasonably incurred by it in good faith in the exercise of any rights, powers or discretions vested in it pursuant hereto except to the extent sustained or incurred as a result of gross negligence, wilful misconduct or fraud.

15.2 Without prejudice to the Security Agent's duties at law, the Security Agent shall not be liable for any losses arising in connection with the exercise of any of its rights, powers and discretions in good faith hereunder (unless such losses are caused by its gross negligence, fraud or wilful default) and, in particular (without limitation) the Security Agent shall not be liable to account as Security Agent in possession or for anything except actual receipts.

16 Notices

Save as otherwise expressly provided in this Assignment, every notice, request, demand or other communication under this Assignment shall be given in the same manner as is provided in clause 31 (*Notices*) of the Loan Agreement.

17 Law, Jurisdiction and Other Provisions

17.1 This Assignment and any non-contractual obligations connected with it shall be governed by, and construed in accordance with, English law.

17.2 The courts of England shall have jurisdiction to determine any claim arising out of or in connection with this Assignment any non-contractual obligations connected with it.

17.3 This Assignment may be entered into in the form of two or more counterparts, each executed by one or more of the parties, and provided all the parties shall so execute this Assignment, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original but, taken together, they shall constitute one instrument.

17.4 Each of the provisions of this Assignment are severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby.

17.5 All certificates, instruments and other documents to be delivered under or supplied in connection with this Assignment or the Relevant Documents or the Insurances shall be in the English language or shall be accompanied by a certified English translation upon which the recipient shall be entitled to rely.

17.6 A person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Assignment.

IN WITNESS whereof the parties hereto have caused this Assignment to be duly executed, in the case of the Borrower as its Deed, the day and year first above written.

Schedule 1
Notice and Acknowledgement of Lease Assignment and EWAs

To: Rolls-Royce Leasing Limited (RRL)

From: Omega Leasing (No.9) Limited (the **Borrower**)

Alpha Leasing (No.9) Limited (the **Guarantor**)

U.S. Bank National Association (the **Security Agent**)

[●] 2016

We refer to the engine lease agreements (the **Leases**) pursuant to the "Letter Agreement in respect of the long term leasing of Rolls-Royce Engines" dated 20 June 2012 (the **Master Engine Lease**) entered into between the Borrower, the Guarantor and RRL, whereby the Borrower and the Guarantor agreed to lease and RRL agreed to take on lease for the period and upon the terms and conditions therein mentioned the [●] (●) civil aircraft engines more particularly described in the attached schedule (the **Engines**) and the engine warranty agreements with respect to the Engines entered into by Rolls-Royce plc, RRL and the Borrower (the **EWAs**).

We hereby give you notice that:

1 by:

- (a) an assignment (the **Borrower Assignment**) dated on or about the date of this notice between the Borrower and the Security Agent, acting through its office at 300 Delaware Avenue, 9th Floor, Wilmington, Delaware 19801, USA, the Borrower as assignor has assigned to the Security Agent all its rights, title and interest in and to, inter alia, the Collateral (as defined in the Borrower Assignment, receipt of a copy of which is hereby acknowledged by RRL) which includes the Leases and the EWAs; and
- (b) an assignment (the **Guarantor Assignment**) dated on or about the date of this notice between the Guarantor and the Security Agent, the Guarantor as assignor has assigned to the Security Agent all its rights, title and interest in and to, inter alia, the Collateral (as defined in the Guarantor Assignment, receipt of a copy of which is hereby acknowledged by RRL) which includes the Leases and the EWAs,

and until such time as RRL receives an Enforcement Notice from the Security Agent as referred to in paragraph 3(a) below, all moneys payable by RRL to the Borrower and/or the Guarantor under the Leases and the EWAs shall continue to be payable to the Borrower and the Guarantor in accordance with the provisions regulating payment thereof contained in the Leases and the EWAs (as applicable) and, if and whenever the Security Agent gives such an Enforcement Notice to RRL, RRL is hereby irrevocably authorised and instructed to pay all monies payable to the Borrower and/or the Guarantor under the Leases and the EWAs to the Security Agent's account at such bank and account as the Security Agent may from time to time direct;

- 2 by signing the acknowledgement below RRL acknowledges that RRL will not challenge the effectiveness of the Borrower Assignment and/or the Guarantor Assignment to confer on the Security Agent all of the Borrower's and the Guarantor's rights, title and interest in and to the Collateral; and
- 3 In consideration of payment to RRL of US\$1, receipt of which RRL acknowledges by signing below, RRL hereby agrees as follows:

- (a) if the Security Agent issues to RRL a notice (the **Enforcement Notice**) that its rights as assignee under the Borrower Assignment and/or Guarantor Assignment have become enforceable, RRL shall thereafter perform, observe and comply with all RRL's undertakings and obligations under the Leases and the EWAs in the Security Agent's favour and for the Security Agent's benefit as if the Security Agent were named therein as lessor;
 - (b) from the date of issue of any Enforcement Notice, RRL shall not recognise the exercise by the Borrower or the Guarantor of any of the Borrower's or the Guarantor's rights and powers under the Leases and the EWAs unless and until requested to do so by the Security Agent;
 - (c) from the date of receipt of an Enforcement Notice and until notified by the Security Agent to the contrary, RRL shall pay to the Security Agent at the account described in paragraph 1 above or such other account as the Security Agent may nominate, all moneys from time to time payable by RRL to the Borrower and/or the Guarantor under the Leases and the EWAs;
 - (d) RRL confirms its agreement to the provisions of the Assignment;
 - (e) the Security Agent shall have the benefit of clauses 11.2 (*General Indemnity*) and 11.3 (*Tax Indemnity*) of the Master Long Term Lease Terms (as defined in the Leases) and RRL agrees that RRL is bound by the terms of such clauses, as though the same were set out herein in full (*mutatis mutandis*); and
 - (f) the Security Agent shall not have any liability to RRL for the performance of any of the Borrower's obligations under the Lease or the EWAs; and
- 4 for the purposes of the Leases, Lloyds Bank Plc is the Facility Agent, U.S. Bank National Association is the Security Agent and Lloyds Bank Plc is a Bank (as such terms are defined in the Master Engine Lease).

This notice and the instructions herein contained are irrevocable.

Terms and expressions defined or referred to in the Borrower Assignment and the Guarantor Assignment (whether incorporated by reference to another document or otherwise) shall (unless otherwise defined herein) have the same meanings when used herein.

Please acknowledge receipt of this notice to the Security Agent, the Borrower and the Guarantor, by signing the acknowledgement below and delivering it to the Security Agent.

Yours faithfully

OMEGA LEASING (NO.9) LIMITED

U.S. BANK NATIONAL ASSOCIATION

By:

By:

Name:

Title:

ALPHA LEASING (NO. 9) LIMITED

By:

Name:

Title:

We hereby acknowledge and agree to the above

ROLLS-ROYCE LEASING LIMITED

By:

Name:

Title:

Schedule of Engines

ESN	Engine Type	Variant	Configuration	Build Date
91173	Trent 900	970-84	Maximum	16-Oct-2010
91270	Trent 900	970-84	Maximum	01-Apr-2012
91247	Trent 900	970-84	Maximum	19-Dec-2011
91249	Trent 900	970-84	Maximum	07-Jan-2012
41975	Trent 700	772B-60EP	Dressed	Sep 2011
42091	Trent 700	772B-60EP	Dressed	Oct 2012
42109	Trent 700	772B-60EP	Dressed	27-Jul-2012
TBD	Trent XWB	Trent XWB-84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD

Schedule 2
Notice and Acknowledgement of Assignment of RR Guarantee and EWAs

To: Rolls-Royce plc (**Rolls-Royce**)

From: Omega Leasing (No.9) Limited (the **Borrower**)

 Alpha Leasing (No.9) Limited (the **Guarantor**)

 U.S. Bank National Association (the **Security Agent**)

[●] 2016

Dear Sirs

The Borrower and the Guarantor hereby give Rolls-Royce notice that pursuant to:

- 1 a borrower security assignment dated on or about the date of this notice (the **Borrower Assignment**), between the Borrower and the Security Agent, the Borrower has assigned to the Security Agent all of the Borrower's right, title and interest in and to, inter alia, the Collateral (as defined in the Borrower Assignment, receipt of a copy of which is hereby acknowledged by Rolls-Royce); and
- 2 a guarantor security assignment dated on or about the date of this notice (the **Guarantor Assignment**), between the Guarantor and the Security Agent, the Guarantor has assigned to the Security Agent all of the Guarantor's right, title and interest in and to, inter alia, the Collateral (as defined in the Guarantor Assignment, receipt of a copy of which is hereby acknowledged by Rolls-Royce).

which both include (a) the guarantee entered into between Rolls-Royce, the Borrower and the Guarantor (as amended from time to time, the **RR Guarantee**), in respect of amounts, whether of rental or otherwise, due and payable by Rolls-Royce Leasing Limited (**RRL**) under the lease agreements pursuant to the "Letter Agreement in respect of the long term leasing of Rolls-Royce Engines" dated 20 June 2012 entered into between the Borrower, the Guarantor and RRL (as amended from time to time, the **Leases**) in respect of each of the civil aircraft engines more particularly described in the attached schedule (the **Engines**); and (b) the engine warranty agreements with respect to the Engines entered into between Rolls-Royce, RRL and the Borrower (the **EWAs**).

Terms and expressions defined or referred to in the Borrower Assignment and the Guarantor Assignment (whether incorporated by reference to another document or otherwise) shall (unless otherwise defined herein) have the same meanings when used herein.

Until such time as Rolls-Royce receives an Enforcement Notice from the Security Agent as referred to in paragraph 1 below, all moneys payable by Rolls-Royce under the RR Guarantee and under the EWAs shall continue to be payable to the Borrower and/or the Guarantor in accordance with the provisions regulating payment thereof contained in the RR Guarantee and the EWAs (as applicable), if and whenever the Security Agent gives such an Enforcement Notice to Rolls-Royce, thereafter all monies that may be payable by Rolls-Royce under the RR Guarantee or the EWAs (as applicable) shall be paid to the Security Agent's account at such bank and account as the Security Agent may from time to time direct (or at such other place as the Security Agent may from time to time direct) unless and until the Security Agent otherwise directs, whereupon Rolls-Royce is irrevocably authorised and required to comply with the Security Agent's directions.

By signing the acknowledgement below Rolls-Royce acknowledges that Rolls-Royce will not challenge the effectiveness of the Borrower Assignment and/or the Guarantor Assignment to confer on the Security Agent all of the Borrower's and the Guarantor's rights, title and interest under the RR Guarantee and the EWAs.

In consideration of payment to Rolls Royce of US\$1, receipt of which Rolls-Royce hereby acknowledges by signing below, Rolls-Royce hereby agrees as follows:

- 1 if the Security Agent issues to Rolls-Royce a notice (the **Enforcement Notice**) that its rights as assignee under the Assignment have become enforceable, Rolls-Royce shall thereafter (a) perform, observe and comply with all Rolls-Royce's undertakings and obligations under the RR Guarantee in the Security Agent's favour and for the Security Agent's benefit as if the Security Agent were named therein in the Borrower and the Guarantor's place; (b) perform, observe and comply with all Rolls-Royce's undertakings and obligations under the EWAs in the Security Agent's favour and for the Security Agent's benefit as if the Security Agent were named therein in the Borrower and the Guarantor's place; (c) if the Security Agent so requests, enter into a guarantee with the Security Agent or the Security Agent's nominee on terms identical (mutatis mutandis) to the terms of the RR Guarantee; and (d) if the Security Agent so requests, enter into a direct warranty agreement with the Security Agent or the Security Agent's nominee on terms identical (mutatis mutandis) to the terms of the EWAs.
- 2 after issue of any Enforcement Notice, Rolls-Royce shall not recognise the exercise by the Borrower or the Guarantor of any of the Borrower and the Guarantor's rights and powers under the RR Guarantee or the EWAs unless and until requested to do so by the Security Agent; and
- 3 from the date of receipt of an Enforcement Notice, Rolls-Royce agrees that Rolls-Royce shall pay to the Security Agent at the account described in the second paragraph above or such other account as the Security Agent may nominate, all moneys from time to time payable under the RR Guarantee and the EWAs.

This notice and the instructions herein contained are irrevocable.

Please acknowledge receipt of this notice, to the Security Agent, the Borrower and the Guarantor, by signing the acknowledgement below and delivering it to the Security Agent.

Yours faithfully

OMEGA LEASING (NO.9) LIMITED

By:

Name:

Title:

U.S. BANK NATIONAL ASSOCIATION

By:

Duly Authorised Signatory

ALPHA LEASING (NO. 9) LIMITED

By:

Name:

Title:

We hereby acknowledge and agree to the above

ROLLS-ROYCE PLC

By:

Name:

Title:

Schedule of Engines

ESN	Engine Type	Variant	Configuration	Build Date
91173	Trent 900	970-84	Maximum	16-Oct-2010
91270	Trent 900	970-84	Maximum	01-Apr-2012
91247	Trent 900	970-84	Maximum	19-Dec-2011
91249	Trent 900	970-84	Maximum	07-Jan-2012
41975	Trent 700	772B-60EP	Dressed	Sep 2011
42091	Trent 700	772B-60EP	Dressed	Oct 2012
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TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
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TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD

Schedule 3
Notice of Assignment of Insurances

To: [brokers on behalf of participating insurers and reinsurers]

Dated _____

**[●][●] civil aircraft engines more particularly described in the attached schedule, or any
substitute engine thereof (the Engines, each an Engine)**

- 1 Rolls-Royce Leasing Limited (RRL), Omega Leasing (No.9) Limited (**the Borrower**), Alpha Leasing (No.9) Limited (**the Guarantor**) and U.S. Bank National Association, as Security Agent for and on behalf of itself and certain other parties (**the Security Agent**) hereby give you notice that pursuant to:
 - (a) a security assignment dated _____ 2016 (**the Borrower Security Assignment**) (a copy of which is hereby provided), between the Borrower and the Security Agent, the Borrower has assigned absolutely by way of security to the Security Agent all of its rights, title, benefit and interest (present and future, actual and contingent) in, to, under and pursuant to, amongst other things, (a) the proceeds of any and all policies and contracts of insurance (other than liability insurance and reinsurance with respect thereto) taken out or in existence from time to time in respect of, or in relation to, the Engines or any part thereof (more particularly described below), and (b) all claims under, and the right to make all claims under, any and all contracts or policies of insurance (other than liability insurance and reinsurance with respect thereto) required to be maintained by RRL pursuant to the Lease in respect of, or in relation to, the Engines or any part thereof (for the avoidance of doubt, this is only an assignment of the benefits and proceeds of the insurances and does not amount to an assignment of the policies themselves) (**the Insurances**); and
 - (b) a security assignment dated _____ 2016 (**the Guarantor Security Assignment**) (a copy of which is hereby provided), between the Guarantor and the Security Agent, the Guarantor has assigned absolutely by way of security to the Security Agent all of its rights, title, benefit and interest (present and future, actual and contingent) in, to, under and pursuant to, amongst other things, the Insurances.
- 2 Neither the Borrower, the Guarantor nor the Security Agent have any operational interest in the Engines.
- 3 Where settlement of any claim (in respect of All Risks insurance and War Risks insurance) on the basis of a Total Loss is to be made to or to the order of the Contract Party(ies), the Contract Party(ies) and RRL have agreed that payment shall be made to RRL.
- 4 Subject to the provision of the AVN67[B]/[C] endorsement contained in the policies, the proceeds of such insurances in respect of any loss other than a Total Loss shall be paid in accordance with the provisions of the Leases unless the relevant Lease has been terminated and the Security Agent shall otherwise have given you notice that its enforcement rights under the Borrower Security Assignment and/or the Guarantor Security Assignment have become exercisable, in which event all such proceeds shall be paid to the Security Agent or its designee.
- 5 For the purposes of the foregoing paragraphs, the term **Contract Party(ies)** shall have the same meaning ascribed to such term in the latest certificate of insurance issued by you in respect of the insurances for the Engines referred to in the attached schedule, or, if different, those persons from time to time notified to you in writing by the Borrower or the Security Agent.

- 6 Terms and expressions defined or referred to in the Borrower Security Assignment and the Guarantor Security Assignment (whether incorporated by reference to another document or otherwise) shall (unless otherwise defined herein) have the same meanings when used herein.

Signed:

.....
For and on behalf of
OMEGA LEASING (NO.9)
LIMITED

.....
For and on behalf of
ROLLS-ROYCE LEASING LIMITED

.....
For and on behalf of
ALPHA LEASING (NO.9)
LIMITED

.....
For and on behalf of
U.S. BANK NATIONAL
ASSOCIATION
as Security Agent

We hereby acknowledge receipt of the above Notice of Assignment of Insurances (**Notice of Assignment**) and confirm that we have not previously received any notice of any other assignment of the interest of RRL or the Borrower in the Insurances referred to in the Notice of Assignment.

It is acknowledged for the benefit of the Contract Party(ies) that any and all proceeds of All Risks insurance and War Risks insurance in respect of the engines referred to in the Notice of Assignment shall be paid in accordance with paragraphs 3 and 4 of the Notice of Assignment.

.....
For and on behalf of:
[●]

Schedule of Engines

ESN	Engine Type	Variant	Configuration	Build Date
91173	Trent 900	970-84	Maximum	16-Oct-2010
91270	Trent 900	970-84	Maximum	01-Apr-2012
91247	Trent 900	970-84	Maximum	19-Dec-2011
91249	Trent 900	970-84	Maximum	07-Jan-2012
41975	Trent 700	772B-60EP	Dressed	Sep 2011
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TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD
TBD	Trent XWB	Trent XWB -84K	Maximum	TBD

Execution Page

Borrower Security Assignment

Borrower

EXECUTED as a DEED and DELIVERED)
by)
for and on behalf of)
OMEGA LEASING (NO.9) LIMITED)
pursuant to a power of attorney)
dated)
in the presence of:)



Attorney-in-Fact



Witness \

Name: 

Security Agent

SIGNED)
by)
for and on behalf of)
U.S. BANK NATIONAL ASSOCIATION)
its duly authorised signatory)

.....
Authorised Signatory

Execution Page
Borrower Security Assignment

Borrower

EXECUTED as a DEED and DELIVERED)
by)
for and on behalf of)
OMEGA LEASING (NO.9) LIMITED)
pursuant to a power of attorney)
dated)
in the presence of:) Attorney-In-Fact

.....
Witness

Name:

Security Agent

SIGNED)
by)
for and on behalf of)
U.S. BANK NATIONAL ASSOCIATION)
its duly authorised signatory)

