

MG01

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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 to
particulars of a charge for a
company. To do this, please
form MG01s

FRIDAY



LD5

"L61VBVG9"

01/07/2011

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COMPANIES HOUSE

1 Company details

Company number 0 0 3 2 9 4 3 5

Company name in full Rolls-Royce Leasing Limited (the "Company")

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 2 7 0 6 2 0 1 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 Lessee security assignment (the "Assignment") made between the Company
and Crédit Agricole Corporate and Investment Bank (the "Security Agent")

4 Amount secured

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

Amount secured The obligations of the Company under or pursuant to the Leases

"Leases" means, together, the leases of the Facility Engines
between Omega Leasing (US) (No 8) LLC (the "Lessor") and the
Company as constituted by the Master Long Term Lease Agreement
and the lease agreements between the Lessor and the Company
dated on or about the date of Assignment

"Facility Engines" means the fourteen (14) civil aircraft
engines more particularly described in Schedule 4 of the
Assignment owned by the Lessor (and any substitute engine
therefore made in accordance with the substitution provisions
(as such term is more particularly described in the
Assignment)),

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	CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK	
Address	9 Quai du Président Paul Doumer, 92920 Paris, La Défense	
	Cedex, France	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name	<input type="text"/>	
Address	<input type="text"/>	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

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	<p>All of the Company's rights, title, benefit and interest (present or future) in and to the <u>Assigned Property</u> 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 Company, including (without prejudice to the generality of the foregoing) the right to sue for damages</p> <p>The Company hereby undertakes with the Security Agent that, so long as any Secured Obligation remains outstanding, it will not create or attempt to create or permit to subsist any Security Interest 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</p> <p>"Assigned Property" means the <u>Collateral</u> and references to <u>Assigned Property</u> include references to any part of the Assigned Property</p> <p>"Collateral" means (a) all of the Company's rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to the <u>Insurance Proceeds</u> and any and all <u>Requisition Compensation</u> and (b) all of the Company's rights, title, interest and benefit (present and future, actual and contingent) in, to, under and pursuant to the <u>Warranty Proceeds</u></p> <p>"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</p> <p>Continued on Continuation Page</p>	

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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

NIL

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 *Norton 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 Charlotte Hillyard

Company name Norton Rose LLP

Address Collect London Counters

Post town

County/Region

Postcode

S E 2 1 2 A Q

Country

DX 85 London

Telephone +44 (0) 20 7444 3105



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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Particulars of a mortgage or charge

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Amount secured

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

Amount secured

"Master Long Term Lease Agreement" means the master long term lease terms letter agreement dated 24 June 2011 made between the Company, the Lessor and Alpha Leasing (US) (No 8) LLC, which sets out the terms with respect to the long term leasing of Rolls-Royce civil aircraft engines (including the Facility Engines) by the Lessor to the Company

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Government Entity" means (a) any national government, political subdivision thereof, or local jurisdiction therein, (b) any instrumentality, board, commission, court, or agency of any thereof, however constituted and (c) any association, organization, or institution of which any of the above is a member or to whose jurisdiction any thereof is subject or in whose activities any of the above is a participant

"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 Lease of the Facility Engine

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

"Liability Insurances" means the Insurances described in paragraph 1.4 of Schedule 2 to the Master Long Term Lease Agreement (as defined in Section 4)

"Relevant Documents" means the Assignment, the Leases, the Insurances, the Warranties and all supplemental agreements, notices, certificates, requests, consents, other agreements and instruments from time to time entered into or issued pursuant to these presents or any of the above mentioned documents

"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

"Secured Obligations" means the obligations of the Company under or pursuant to the Leases and any reference to the Secured Obligations includes a reference to any of them

"Security Interest" means any mortgage, charge, pledge, assignment by way of security, encumbrance, lien, right of set-off or other security interest, howsoever created or arising

"Warranty Proceeds" means (i) proceeds of any and all Warranties payable to the Company, and (ii) all claims under, and the right to make all claims under, any and all Warranties



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 329435
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LESSEE SECURITY ASSIGNMENT
DATED 27 JUNE 2011 AND CREATED BY ROLLS-ROYCE
LEASING LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO CREDIT AGRICOLE
CORPORATE AND INVESTMENT BANK 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 1
JULY 2011**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 JULY 2011



Companies House
— for the record —



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