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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

CHFP025

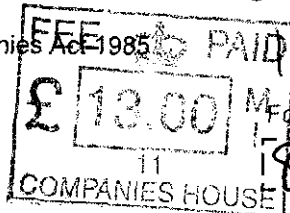
Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)



For official use

Company number

05838821

Name of company

* TES(535E4)Limited (the "Assignor")

Date of creation of the charge

3 March 2007

Description of the instrument (if any) creating or evidencing the charge (note 2)

Security Assignment dated 3 March 2007 ("the Assignment"), between the Assignor and DVB Bank AG, London Branch (the "Assignee") in respect of one RB211-535E4 turbo-fan engine with manufacturer's serial number 30539, (the "Engine").

Amount secured by the mortgage or charge

All moneys, liabilities and obligations which are at 3 March 2007 or at any time thereafter may be due, owing or payable by the Assignor in any currency, actually or contingently, solely or jointly and/or severally with another or others, as principal or surety, on any account whatsoever pursuant to the Common Terms Agreement (the "CTA") dated 14 June 2006 made between the Assignor as Borrower, the Assignee as Facility Agent and Security Trustee and the other parties named therein or pursuant to any other Finance Document (as defined in the CTA) or as a consequence of any breach, non-performance, disclaimer or repudiation by the Assignor (or by any liquidator, receiver, administrative receiver, administrator or any similar officer of the Assignor) of any of its obligations under any Finance Document; and any amount expressed to be payable under any Finance Document shall form part of the amount secured, (the "Secured Obligations").

Names and addresses of the mortgagees or persons entitled to the charge

DVB Bank AG, London Branch - 80 Cheapside, London

Postcode EC2V 6EE

Presentor's name address and reference (if any):

Stephenson Harwood
One St. Paul's Churchyard
London
EC4M 8SH

GDL/01-45-02373

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LD2
COMPANIES HOUSE

375
22/03/2007

Short particulars of all the property mortgaged or charged

All of the Assignor's interest, rights and title, present and future, in and to:

(a) the Agreements, including all rights of the Assignor:

- (i) to receive moneys or payments under any of the Agreements, including in respect of the Lease all rents and payments in respect of deposits, maintenance reserves and termination payments;
- (ii) to require, enforce and compel performance of all of the provisions of each of the Agreements and otherwise to exercise all claims, rights and remedies arising out of or in connection with a breach of or default under or in connection with any of the Agreements (including all damages and other compensation payable for or in respect thereof and all rights to terminate any of the same) and all rights to give and receive notices, reports, requests and consents, to make demands, to exercise discretions, options and elections under each of the Agreements and to take all other action thereunder, pursuant thereto or in connection therewith;

(above is continued in addendum 4/4)

Capitalised terms are defined in addendum 4/4.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Stephen J. Harwood

Date

22/3/2007

On behalf of ~~[company]~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

- (b) the Insurance Proceeds in so far as they relate to the Engine (but not so as to constitute an assignment of the policies themselves);
 - (c) the Requisition Proceeds in so far as they relate to the Engine;
 - (d) the Warranties in so far as they relate to the Engine; and
 - (e) all proceeds in respect of any of the foregoing;
- (together the "Assigned Property").

Pursuant to Clause 4 of the Assignment, the Assignor undertakes that, save as expressly permitted under the terms of the Facility Agreements (as defined in the CTA), it will not :

- (a) create or permit to subsist any Security Interest over all or any part of its assets, rights or property or agree to do so other than pursuant to the Assignment or any other Security Document; or
- (b) part with, grant or enter into a lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its assets, rights or property or any interest in them or agree to do so.

Pursuant to Clause 8.4 of the Assignment, the Assignor covenants and undertakes that throughout the Security Period it shall not without the prior written consent of the Assignee (but subject to and without prejudice to the provisions of the other Finance Documents):

- (a) sell, assign, transfer or otherwise dispose of any of the Assigned Property or create or suffer to exist any Security Interest (or other liens permitted under the Lease) upon or with respect to any of the Assigned Property except for the Assignment; or

(b) amend, cancel or terminate or agree to any amendment, cancellation or termination of or give any consent, waiver or approval under any of the Agreements.

'Agreements' means the Lease and the Insurance Assignment;

'Compulsory Acquisition' means requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Engine or part thereof 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;

'Government Entity' means

(a) any national government, political subdivision thereof or local jurisdiction therein; and

(b) any instrumentality, board, commission, court or agency of any thereof however constituted; and

(c) any association, organization or institution of which any thereof is a member or to whose jurisdiction thereof is subject or in whose activities thereof is a participant; and

(d) any traffic control or airport authority;

'Insurance Assignment' means the assignment by way of security of even date with the Assignment of the proceeds of any insurance claim in respect of the Engine granted by the Lessee in favour of the Assignor;

'Insurance Proceeds' means all proceeds of claims under the Insurances and all other amounts paid by the Insurers under the Insurances (in each case other than in respect of third party liability insurances), including, without limitation, Total Loss Proceeds and damages for breach and return of premium;

'Insurances' means all policies and contracts of insurance (including, without limitation, re-insurance) required to be effected and maintained from time to time in respect of the Engine pursuant to the CTA;

'Insurers' means the insurers through whom the Insurances are effected as approved by the Assignee in its capacity as facility agent;

'Lease' means the engine lease agreement in respect of the Equipment dated 8 January 2007 and made between the Assignor and the Lessee;

'Lessee' means Rolls-Royce Leasing Limited;

'Requisition Proceeds' means all monies or other proceeds or compensation received in respect of the Compulsory Acquisition of the Engine or any part thereof;

'Security Interest' means any mortgage, charge, pledge, lien, assignment by way of security, hypothecation or any other agreement securing any obligation of any party;

'Security Period' means the period commencing on the date of the Assignment and ending on the earlier of (a) the date on which the Secured Obligations shall have been paid and discharged in full and (b) the termination of the term of the Lease;

'Total Loss' means with respect to the Engine:

(a) the actual or constructive, compromised, arranged or agreed total loss of the Engine (including any damage to the Engine or any other event which results in an insurance settlement on the basis of a total loss); or

(b) the Engine being destroyed, damaged beyond repair or permanently rendered unfit for normal use for any reason whatsoever; or

Name of company

*insert full name
of Company

* TES(535E4)Limited (the "Assignor")

(c) the Compulsory Acquisition of the Engine;

(d) the disappearance, theft, hijacking, condemnation, confiscation, requisition for use or hire of the Engine which deprives any person permitted by this Lease to have possession and/or use of the Engine for more than ninety (90) consecutive days;

'Total Loss Proceeds' means all Insurance Proceeds attributable to a Total Loss;

'Warranties' means all subsisting manufacturers', suppliers' and maintenance performers' warranties in respect of the Engine or any part thereof.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 05838821

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 3rd MARCH 2007 AND CREATED BY TES (535E4) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO DVB BANK AG, LONDON BRANCH ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th MARCH 2007.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —