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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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

00400157  
Company number

19

01003142

Name of company

\* Rolls-Royce plc (the "Chargor")

Date of creation of the charge

27 March 2008

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

Shareholder Deed of Indemnity and Security (the "SDI") dated 27 March 2008 between inter alia, Cobham plc, European Aeronautic Defence and Space Company EADS N V., the Chargor, Thales, VT Group plc and Bank of Scotland plc as the "SDI Security Trustee" (which expression includes its successors and permitted assigns)

Amount secured by the mortgage or charge

The Chargor's Secured Delay Obligations and "Secured Delay Obligations" are defined in the SDI as meaning the obligations of the Chargor to pay CapCo pursuant to Clause 3.3 (*Payment of Contribution*) of the SDI in respect of a Delay Claim and Clause 4.3 (*Delay Overpayment and Underpayment*) of the SDI

Please see Schedule 1 for definitions of capitalised terms used but not defined herein.

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

Bank of Scotland plc as SDI Security Trustee for the Beneficiaries.  
Ground Floor, Uberior House, 11 Earl Grey Street, Edinburgh

Postcode EH3 9BN

Presenter's name address and reference (if any)

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ

912508-70-20204153

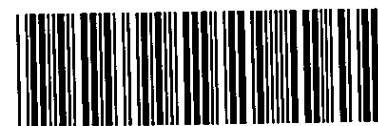
Time critical reference

For official Use (02/00)

Mortgage Section

Post room

WEDNESDAY



"LOXGAYQK"

LD2

09/04/2008

48

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 2 (*Short Particulars of all the Property Mortgaged or Charged*)

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)

None

Signed Clifford Chance LLP Date 8 April 2008

On behalf of [company] ~~Rolls-Royce plc~~ † Rolls-Royce plc

*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**

SCHEDULE 1  
DEFINITIONS

"**Account Bank**" means Bank of Scotland plc, a company incorporated in Scotland

"**Appropriate Credit Rating**" means a long-term credit rating of at least "AA" from Standard and Poor's or "Aa2" from Moody's Investors Services Inc or such other agencies as the parties may agree in substitution therefore,

"**Beneficiaries**" means CapCo, for itself and its successors and permitted assigns and transferees from time to time,

"**CapCo**" means EADS Construcciones Aeronauticas SA Unipersonal, a company incorporated and registered in Spain,

"**CapCo Sub-Contract**" means the sub-contract dated on 27 March 2008 and made between, *inter alia*, CapCo and AirTanker Limited for, *inter alia*, the provision of the FSTA Aircraft,

"**Cash Collateral Account**" means an account opened on or about 27 March 2008 by the Chargor with the Account Bank into which (a) proceeds of a Letter of Credit (or letter(s) of credit, as the case may be) shall be deposited in accordance with Clause 2 4 (*Non-Renewal of Letter of Credit*) or Clause 10 1 (*Insolvent Sponsor*) of the SDI, and, (b) proceeds of certain guarantees shall be deposited in accordance with Clause 2 8 (*Non-Renewal of Guarantee*) or Clause 10 1 (*Insolvent Sponsor*) of the SDI,

"**Delay Claim**" means any amount payable by CapCo to AirTanker Limited in accordance with clause 14A (*Consequences of Delay*) of the CapCo Sub-Contract including any general damages as contemplated by clause 14A 8 of the CapCo Sub-Contract,

"**Delay LC**" means a Letter of Credit which is in, or substantially in, a specified form, or in such form as may be agreed with CapCo in its absolute discretion,

"**Delay Security**" means security created or expressed to be created in favour of the SDI Security Trustee pursuant to paragraph 1 1 (*Delay Security*) of Schedule 4 (*Security*) of the SDI (being a charge with full title guarantee granted by each of Cobham plc, the Chargor, Thales and VT Group plc over certain Cash Collateral Accounts in favour of the SDI Security Trustee (who shall hold such security on trust for the Beneficiaries) for the payment and discharge of the Secured Delay Obligations and certain other secured obligations);

"**Delegate**" means a person to whom the SDI Security Trustee has delegated all or any of the trusts, powers and authorities vested in it,

"**FSTA Aircraft**" has the meaning given to it in the Master Definitions Agreement,

"**Letter of Credit**" means a letter of credit which

- (a) is issued in favour of CapCo by a bank which at all times shall be a Qualifying Issuer,
- (b) is irrevocable and is in full force and effect,
- (c) can be called on demand,
- (d) expresses the proceeds to be payable only to the Rolls-Royce Delay Cash Collateral Account or such other account as may be specified by CapCo, and
- (e) is expressed to come into effect for a minimum of 12 months commencing on the date on which it is issued,

**"Master Definitions Agreement"** means the agreement dated on 27 March 2008 and made between AirTanker Limited and The Secretary of State for Defence

**"Qualifying Issuer"** means an OECD **"Zone A"** financial institution with an Appropriate Credit Rating,

**"Rolls-Royce Delay Cash Collateral Account"** means the Cash Collateral Account for the Delay LC, or letter(s) of credit for the Chargor, being an account numbered 6400097,

**"Security"** means the Delay Security and the Termination Security,

**"Termination Security"** means security created or expressed to be created in favour of the SDI Security Trustee pursuant to paragraph 12 (*Termination Security*) of Schedule 4 (*Security*) of the SDI (being a charge with full title guarantee granted by each of Cobham plc, the Chargor, Thales and VT Group plc over certain Cash Collateral Accounts in favour of the SDI Security Trustee (who shall hold such security on trust for the Beneficiaries) for the payment and discharge of certain secured obligations)

## SCHEDULE 2

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

#### 1. SHORT PARTICULARS

The Chargor charged with full title guarantee in favour of the SDI Security Trustee (who shall hold such security on trust for the Beneficiaries) for the payment and discharge of its Secured Delay Obligations, by way of first fixed charge all of Chargor's right, title and interest from time to time in the Rolls-Royce Delay Cash Collateral Account

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#### 2. RESTRICTIONS AND FURTHER ASSURANCE

##### 2.1. Interest in Cash Collateral Account

Except with the SDI Security Trustee's and CapCo's prior written consent, no right, title or interest in relation to the Rolls-Royce Delay Cash Collateral Account (or monies deposited therein) shall be.

2 1 1 capable of assignment, transfer or other disposal except as required by paragraph 3 6 (*Further assurance*) Schedule 4 of the SDI, or

2 1 2 the subject of any security interest except for the Security

##### 2.2. Maintenance of Cash Collateral Account

Except with the SDI Security Trustee's prior written consent, the Chargor has undertaken that the Rolls-Royce Delay Cash Collateral Account shall be maintained such that the balance therein shall not be capable of being withdrawn other than in accordance with paragraph 3 4 (*Trustee Transfer of Monies*) Schedule 4 of the SDI

##### 2.3. Transfer of Credit Balance

The Chargor shall not be entitled to receive, withdraw or otherwise transfer all or any part of the credit balance from time to time on the Rolls-Royce Delay Cash Collateral Account and monies therein except with the prior written consent of the SDI Security Trustee and CapCo

##### 2.4. Trustee Transfer of Monies

2 4 1. The SDI Security Trustee, for the benefit of the Beneficiaries and without notice to the Chargor, shall be entitled to transfer all or part of the monies in the Rolls-Royce Delay Cash Collateral Account in or towards satisfaction of all or any part of the Chargor's Secured Delay Obligations when those Secured Delay Obligations are due and payable but unpaid.

2 4 2 The SDI Security Trustee shall not be required to pay to the Chargor any amounts standing to the credit of the Rolls-Royce Delay Cash Collateral Account until the SDI Security Trustee has executed a formal release in accordance with paragraph 11.1 1 (*Final Redemption*) Schedule 4 of the

SDI, and then shall only be required to pay any balance then remaining after making all withdrawals, debits, applications and set-offs and exercising all other rights which the SDI Security Trustee is expressed to be entitled to make or exercise under the SDI.

## **2.5. Further assurance**

The Chargor shall promptly do whatever the SDI Security Trustee requires.

2.5 1 to perfect or protect the Security or the priority of the Security, or

2.5 2 to facilitate the realisation of the Rolls-Royce Delay Cash Collateral Account or the exercise of any rights vested in the SDI Security Trustee or any Delegate

including executing any transfer, charge, assignment or assurance of the Rolls-Royce Delay Cash Collateral Account (whether to the SDI Security Trustee or its nominees or otherwise), making any registration and giving any notice, order or direction

## **2.6. No prejudicial conduct**

The Chargor shall not take any action that would prejudice the Security



**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 1003142  
CHARGE NO. 9

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHAREHOLDER DEED OF  
INDEMNITY AND SECURITY DATED 27 MARCH 2008 AND  
CREATED BY ROLLS-ROYCE PLC FOR SECURING ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO EADS  
CONSTRUCCIONES AERONAUTICAS SA UNIPERSONAL 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 9 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2008



PJ

