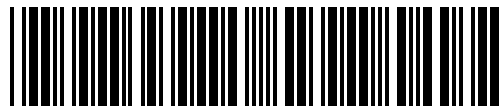




Registration of a Charge

Company Name: **HITACHI CAPITAL (UK) PLC**

Company Number: **01630491**



Received for filing in Electronic Format on the: **08/02/2022**

XAXEGXKJ

Details of Charge

Date of creation: **07/02/2022**

Charge code: **0163 0491 0016**

Persons entitled: **BANK OF UTAH**

Brief description: **GRANT OF A SECURITY INTEREST IN RESPECT OF ONE BOEING MODEL 777F AIRCRAFT BEARING MANUFACTURER'S SERIAL NUMBER 67138 AND UK REGISTRATION MARK G-DHLY, TOGETHER WITH TWO GENERAL ELECTRIC COMPANY MODEL GE90-110B1 AIRCRAFT ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS 901612 AND 901617. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

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: 1630491

Charge code: 0163 0491 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th February 2022 and created by HITACHI CAPITAL (UK) PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2022 .

Given at Companies House, Cardiff on 9th February 2022

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**

Norton Rose Fulbright LLP

Date: 7 February 2022

**SECURITY AGREEMENT SUPPLEMENT NO. 1
(ONE (1) BOEING 777F AIRCRAFT WITH SCHEDULED DELIVERY DATE
APRIL, 2022)**

SECURITY AGREEMENT SUPPLEMENT NO. 1, dated 7 February, 2022 (this "**Security Agreement Supplement**"), between **HITACHI CAPITAL (UK) PLC**, as Grantor ("**Grantor**"), and **BANK OF UTAH**, as Security Trustee (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Security Agreement (No. 15) (One (1) Boeing 777F Aircraft with scheduled delivery date April, 2022), dated as of March 17, 2021 (the "**Security Agreement**"; capitalized terms used herein without definition shall have the meanings specified therefor in Annex A to the Multi-Party Agreement), between Grantor and Bank of Utah, as Security Trustee (the "**Security Trustee**"), provides for the execution and delivery of supplements thereto substantially in the form hereof, which shall particularly describe the Aircraft, and shall specifically grant a security interest in the Aircraft to Security Trustee;

WHEREAS, the scheduled delivery date for the Aircraft referred to in the Security Agreement as April, 2022 has been updated to February, 2022; and

WHEREAS, Grantor has, as provided in the Security Agreement, on the date hereof executed and delivered to Security Trustee this Security Agreement Supplement No. 1 for the purpose of specifically subjecting to the Lien of the Security Agreement the Airframe and the Engines described in Annex A attached hereto and made a part hereof;

NOW, THEREFORE, to secure (x) the prompt and complete payment (whether at the stated maturity, by acceleration or otherwise) of all amounts payable by Lessor to such relevant Secured Parties described in the Common Terms Agreement No. 1 under the Operative Documents, (y) the performance and observance by Grantor of all the agreements and covenants to be performed or observed by Grantor for the benefit of the Secured Parties contained in the Operative Documents, and (z) the prompt complete payment (whether at the stated maturity, by acceleration or otherwise) of all amounts payable by Lessor to such relevant Secured Parties described in the Common Terms Agreement No. 1, and in consideration of the premises and of the covenants contained in the Security Agreement and of other good and valuable consideration given to Grantor by Security Trustee at or before the delivery hereof, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed, transferred, mortgaged, assigned, pledged and confirmed, and does hereby grant, bargain, sell, convey, transfer, mortgage, assign, pledge and confirm, unto Security Trustee and its permitted successors and permitted assigns, for the security and benefit of the Secured Parties, a security interest (which constitutes an International Interest) in, and mortgage lien on, all estate, right, title and interest of Grantor in, to and under, all and singular, other than Excepted Payments and the rights to enforce and collect the same, the Airframe and the Engines described in Annex A attached hereto, whether or not any such Engine may from time to time be installed on the Airframe or on any other airframe or any other aircraft, and any and all Parts (in each case, other than any Excluded Equipment) relating thereto, and, to the extent provided in the Security Agreement and in the Lease, all substitutions and replacements of, and additions, improvements, accessions and accumulations to the Airframe,

the Engines and any and all Parts (in each case other than any Excluded Equipment) relating thereto to which Grantor shall from time to time acquire title as provided in the Lease;

As provided in the Security Agreement, Grantor has granted, bargained, sold, conveyed, transferred, mortgaged, assigned, pledged and confirmed, and does hereby grant, bargain, sell, convey, transfer, mortgage, assign, pledge and confirm, unto Security Trustee and to its permitted successors and permitted assigns, for the security and benefit of the Secured Parties, a security interest in and mortgage lien upon all estate, right, title and interest of Grantor in, to and under the Lease and Lease Supplement No. 1 of even date herewith covering the Airframe and the Engines described above;

BUT EXCLUDING FROM THE FOREGOING, AND FROM THE SECURITY AGREEMENT COLLATERAL, all Excepted Payments, and the rights to enforce and collect the same, and SUBJECT TO Section 2.2 of the Security Agreement and to the rights in and to the Aircraft of Lessee in respect of the Aircraft and to the rights of Lessee under the Lease, all of which Lessee rights are hereby expressly reserved to Lessee;

TO HAVE AND TO HOLD all and singular the aforesaid property unto Security Trustee, and its permitted successors and permitted assigns, forever, in trust, upon the terms and trusts set forth in the Security Agreement, for the ratable benefit, security and protection of the Secured Parties from time to time and for the other uses and purposes set forth in the Security Agreement, subject in each case to the terms and provisions set forth in the Security Agreement, including the priority of distribution provisions set forth in Article IV thereof.

This Security Agreement Supplement shall be construed as supplemental to the Security Agreement and shall form a part thereof, and the Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

THIS SECURITY AGREEMENT SUPPLEMENT IS BEING DELIVERED IN THE STATE OF NEW YORK AND SHALL IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned have caused this Security Agreement Supplement No. 1 relating to Security Agreement (No. 15) (One (1) Boeing 777F Aircraft with scheduled delivery date April, 2022) to be duly executed by their respective duly authorized officers, on the day and year first above written.

HITACHI CAPITAL (UK) PLC,
as Grantor

By: _____

Name: *Robert Douglas Gordon*
Title: *Director*

BANK OF UTAH, as Security Trustee

By: _____

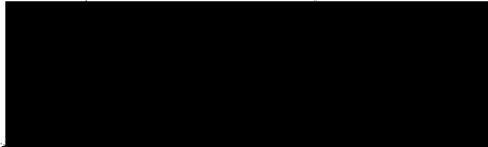
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Security Agreement Supplement No. 1 relating to Security Agreement (No. 15) (One (1) Boeing 777F Aircraft with scheduled delivery date April, 2022) to be duly executed by their respective duly authorized officers, on the day and year first above written.

HITACHI CAPITAL (UK) PLC,
as Grantor

By: _____
Name:
Title:

BANK OF UTAH, as Security Trustee

By: 
Name: Joseph H. Pugsley
Title: Vice President

**Annex A to
Security Agreement
Supplement No. 1**

DESCRIPTION OF AIRFRAME AND ENGINES

AIRFRAME

<u>Manufacturer</u>	<u>Model</u>	<u>Registration Mark</u>	<u>Manufacturer's Serial No.</u>
Boeing	777F (shown on the International Registry as Boeing 777-F)	G-DHLY	67138

ENGINES

<u>Manufacturer</u>	<u>Model</u>	<u>Manufacturer's Serial Numbers</u>
General Electric Company	GE90-110B1 (shown on the International Registry as GE90-110B)	901612 and 901617

Each Engine has 550 or more “rated take-off horsepower” or the equivalent of such horsepower and is a jet propulsion aircraft engine having at least 1750 pounds of thrust or the equivalent of such thrust.