



Registration of a Charge

Company Name: **MITSUBISHI HC CAPITAL UK PLC**

Company Number: **01630491**



Received for filing in Electronic Format on the: **02/10/2023**

XCDAZKZC

Details of Charge

Date of creation: **28/09/2023**

Charge code: **0163 0491 0035**

Persons entitled: **DHL AIR LIMITED**

Brief description: **GRANT OF A SECURITY INTEREST IN RESPECT OF ONE BOEING MODEL 777F AIRCRAFT BEARING MANUFACTURER'S SERIAL NUMBER 67144 AND REGISTRATION MARK 9V-DHD, TOGETHER WITH TWO GENERAL ELECTRIC COMPANY MODEL GE90-110B1 AIRCRAFT ENGINES BEARING MANUFACTURER'S SERIAL NUMBERS 901694 AND 901695. 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 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th September 2023 and created by MITSUBISHI HC CAPITAL UK PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd October 2023 .

Given at Companies House, Cardiff on 4th October 2023

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**

Norita Kae Furlong Ltd

Date: 29 September 2023

SECOND LIEN SECURITY AGREEMENT (MSN 67144)

dated as of 28 September 2023

between

MITSUBISHI HC CAPITAL UK PLC
(formerly known as Hitachi Capital (UK) PLC),
as Lessor (the granting party)

and

DHL AIR LIMITED,
as Lessee (the secured party)

Covering One Boeing Model 777F Aircraft (shown on the International Registry as Boeing 777-F) Bearing Manufacturer's Serial Number 67144 and Registration Mark 9V-DHD, together with Two General Electric Company Model GE90-110B1 (shown on the International Registry as GE GE90-110B) Aircraft Engines Bearing Manufacturer's Serial Numbers 901694 and 901695

Second Lien Security Agreement (MSN 67144)

SECOND LIEN SECURITY AGREEMENT (MSN 67144)

This **SECOND LIEN SECURITY AGREEMENT** (MSN 67144) dated as of 28 September 2023 (as amended, modified or supplemented from time to time, this “**Second Lien Security Agreement**” or this “**Agreement**”), is between **MITSUBISHI HC CAPITAL UK PLC** (formerly known as Hitachi Capital (UK) PLC), as grantor hereunder (herein called, together with its permitted successors and permitted assigns, “**Lessor**”), and **DHL AIR LIMITED**, as secured party hereunder (herein called, together with its permitted successors and permitted assigns, “**Lessee**”).

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions**. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms used herein have the meanings set forth in, and shall be construed and interpreted in the manner described in Annex A to that certain Multi-Party Agreement, dated as of September 17, 2021 among, *inter alios*, Lessee, Lessor and Security Trustee in relation to the Aircraft (the “**Multi-Party Agreement**”).

ARTICLE II

SECURITY

Section 2.1 **Second Lien Security Agreement for Lessor’s Obligations to Lessee**. Subject to the provisions set forth below, as security for Lessor’s obligations to Lessee under the Operative Documents (including without limitation Lessor’s obligations to transfer all of its right, title and interest in the Aircraft to Lessee as provided in Section 20 of the Lease, the “**Second Lien Obligations**”), and as security for its liability for damages as a result of any failure to perform any Second Lien Obligations, Lessor hereby grants to Lessee a second priority security interest in all of Lessor’s right, title and interest in and to the Lease Collateral, as defined in Section 2.5 below and in Section 5(a) of the Lease (including without limitation the Airframe and Engines and any and all Parts relating thereto, the Warranty Rights relating to the Aircraft, all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Lessor by or for the account of Lessee pursuant to any term of the Lease or any other Operative Document and held or required to be held by Lessor thereunder and all proceeds thereof) (such security interest, the “**Security Interest**”).

The Security Interest shall automatically terminate and be deemed released without further act or consideration upon (i) any foreclosure of the Lien upon, or any sale of, the Aircraft under Section 15 of the Lease or (ii) the exercise of any other remedy in respect of the Aircraft pursuant to Section 15 of the Lease. Upon the exercise of any such remedies, the Aircraft shall be free and clear of the Lien of this Second Lien Security Agreement. Lessee hereby irrevocably constitutes and appoints Lessor (and, if applicable, Lessor’s Permitted Designee) to be Lessee’s true and lawful attorney, with full power in the name of Lessee, to file any instrument or

document with any Person in order to effect a termination of the Security Interest if it is, or is deemed to be, automatically terminated pursuant to the previous sentence.

The Security Interest is subject and subordinate in all respects to any and all rights and remedies of Lessor and any Permitted Designee under the Lease. The Security Interest shall in no way limit any such right or remedy (including, without limitation, any right pursuant to Section 1110 of the Bankruptcy Code) that any Lessor Financing Party would have had but for such Security Interest.

If Lessor fails to perform the Second Lien Obligations, Lessee may exercise all remedies against the Aircraft and the other Lease Collateral under applicable law in respect of the Security Interest, subject to the following: (i) the exercise of any such remedy shall not relieve Lessee of its obligations to pay any Rent owing to any Lessor Financing Party under any Operative Document prior to the transfer to Lessee of title to the Aircraft; and (ii) if Lessee receives any sums as a result of its exercise, in contravention of the provisions of this Second Lien Security Agreement, of any of the remedies available hereunder, such sums shall be promptly turned over to the Security Trustee and until so turned over held in trust for the benefit of the Security Trustee.

Lessor agrees, at Lessee's reasonable request, to cooperate in good faith with Lessee at Lessee's expense to the extent necessary to maintain the Security Interest as a perfected, second lien security interest (subject to the Liens of the Lease and of the Security Agreement).

Section 2.2 Agreed Tax Treatment; Quiet Enjoyment. Notwithstanding anything to the contrary herein or in any Operative Document, the parties hereto agree that, (A) for United Kingdom tax purposes, Lessee shall claim capital allowances in respect of the Aircraft pursuant to the Capital Allowances Act 2001, and no other party than the Lessee will claim depreciation for the Aircraft and (B) the parties hereto shall not take any position inconsistent with such treatment unless required as a result of a change in law after the Delivery Date. Without limiting the foregoing, Lessee will continue to enjoy all of its rights in and to the Aircraft and its rights under the Lease and the other Operative Documents (including, without limitation, so long as no Lease Event of Default has occurred and is continuing, the right to quiet, peaceful and continuing possession, use and enjoyment of the Aircraft) and Lessor will not take any action contrary to any such rights, except in accordance with the provisions of the Lease and the other Operative Documents.

Section 2.3 Supplemental Security Agreements. With the written consent of Security Trustee (acting on instructions of Secured Party A), Lessor and Lessee may at any time and from time to time, enter into an amendment or amendments hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement or of modifying in any manner the rights and obligations of Lessee and of Lessor under this Agreement.

Section 2.4 No Request Necessary for Lease Supplements, Security Agreement Supplement, Etc. Notwithstanding anything contained in Section 2.3 hereof, no written request or consent of any Secured Party C pursuant to Section 2.3 hereof shall be required to enable Lessor to enter into any Lease Supplements with Lessee pursuant to the terms of the Lease in order to, or to more fully or completely, subject the Aircraft or other property thereto or to release the Aircraft or other property therefrom, or to execute and deliver a Security Agreement Supplement pursuant to the express terms hereof or of the Lease.

Section 2.5 Lease Collateral.

(a) Lease Collateral means:

(i) the Aircraft (including the Airframe and Engines) whether or not any such Engine from time to time is installed on the Airframe or any other airframe or any other aircraft, and any and all Parts (in each case, other than Excluded Equipment) relating thereto, and, to the extent provided herein, all substitutions and replacements of, and additions, improvements, accessions and accumulations to, the Aircraft, including the Airframe, the Engines and any and all Parts (such Airframe and Engines as more particularly described in the Lease Supplement executed and delivered with respect to the Aircraft on the Delivery Date or with respect to any substitutions or replacements therefor) and together with all logs and manuals maintained on the Aircraft, and any modification and maintenance records at any time required to be maintained with respect to the Aircraft, in accordance with the State of Registration Laws;

(ii) the State of Registration Bill of Sale (if applicable) and the Warranty Rights relating to the Aircraft (including the Airframe and each Engine and any Replacement Airframe or Replacement Engine therefor), together with all rights, powers, privileges, options and other benefits of Lessee under the same;

(iii) to the extent any of the following proceeds described in this clause (iii) are required to be held by Lessor pursuant to the terms of Section 10 or Section 11 of the Lease, all requisition proceeds with respect to the Aircraft or any Part thereof, and all insurance proceeds (or rights to indemnification in lieu thereof pursuant to Section 11(e) of the Lease) with respect to the Aircraft or any Part thereof, but excluding all proceeds of, and rights under, any insurance maintained, or indemnification received, by Lessee and not required, or in excess of that required, under Section 11(c) of the Lease;

(iv) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Lessor by or for the account of Lessee pursuant to any term of the Lease or any other Operative Document and held or required to be held by Lessor thereunder; and

(v) all proceeds of the foregoing.

(b) The Lease Collateral described in this Section 2.5 is intended to be the same as the Lease Collateral described in the Lease, and, in the event of any discrepancy, the definition of “Lease Collateral” in the Lease governs.

ARTICLE III

MISCELLANEOUS

Section 3.1 Termination of Security Agreement. The Lien of this Second Lien Security Agreement shall terminate (i) upon completion of Lessor’s obligations to Lessee under Section 22 of the Lease, or (ii) as set forth in the second paragraph of Section 2.1 of this Agreement, whereupon the occurrence of either (i) or (ii) above, this Agreement shall terminate and this Agreement shall be of no further force or effect.

Except as otherwise provided above, this Agreement shall continue in full force and effect in accordance with the terms hereof.

Section 3.2 No Legal Title or Independent Rights of Relevant Secured Parties to and in Security Interest. None of the Relevant Secured Parties shall have legal title to any part of the Security Interest created by this Agreement.

Section 3.3 Benefit of Security Agreement. Nothing in this Agreement, whether express or implied, shall be construed to give to any Person other than Lessor, Lessee, and (with respect to the subordination and termination provisions made for the benefit of the Relevant Secured Parties and Security Trustee) the Relevant Secured Parties and Security Trustee any legal or equitable right, remedy or claim under or in respect of this Agreement.

Section 3.4 Notices. Unless otherwise expressly specified or permitted by the terms hereof, all notices required or permitted under the terms and provisions hereof shall be in English and in writing, and any such notice may be given by means of communication permitted by Section 9.01 of the Multi-Party Agreement, and any such notice shall be effective when delivered to the recipient thereof and confirmed, as applicable, in accordance with the provisions of Section 9.01 of the Multi-Party Agreement. Whenever the words “**notice**” or “**notify**” or similar words are used herein, they mean the provision of formal notice as set forth in this Section.

Section 3.5 Severability. To the extent permitted by applicable law, should any one or more provisions of this Agreement be determined to be illegal or unenforceable by a court of any jurisdiction, such provision shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 3.6 Separate Counterparts. This Agreement may be executed in any number of counterparts (and each of the parties hereto shall not be required to execute the same

counterpart). Each counterpart of this Agreement including a signature page executed by each of the parties hereto shall be an original counterpart of this Agreement, but all of such counterparts together shall constitute one instrument. Delivery of an executed counterpart of this Agreement by electronic means shall be equally effective as delivery of an original executed counterpart of this Agreement.

Execution of this Agreement, or a signature page or counterpart hereof, by any party may be made by electronic or computerized means (including, without limitation, by electronic stylus, scanned or photographed signature, typing, email confirmation, or any electronic signature service) and the parties agree that any such electronic signature by an authorized signatory on behalf of a party shall – to the fullest extent possible – be treated in the same way as a “wet ink” signature by such party.

Section 3.7 Successors and Assigns; Amendments and Waivers. All covenants and agreements contained herein and in the Operative Documents shall be binding upon, and inure to the benefit of, Lessor and its permitted successors and permitted registered assigns, Security Trustee and its permitted successors and permitted assigns, Lessee and its successors and permitted assigns, Secured Party B and its successors and assigns, Secured Party C and their permitted successors and registered assigns, Secured Party D and their successors and assigns, all as herein, and to the extent herein, provided. Any request, notice, direction, consent, waiver or other instrument or action by Secured Party C shall be binding upon such Secured Party C and bind the permitted successors and assigns of such Secured Party C. The terms of this Agreement and any amendment or waiver effected in accordance with Section 2.3 shall be binding upon each present and any subsequent Secured Party C and Security Trustee, and their successors and assigns.

Section 3.8 Headings. The headings of the various articles and sections in this Agreement are for convenience of reference only and shall not modify, define, expand or limit any of the terms or provisions hereof.

Section 3.9 Governing Law. THIS SECOND LIEN SECURITY AGREEMENT IS BEING DELIVERED IN THE STATE OF NEW YORK, AND THIS AGREEMENT AND ANY SECURITY AGREEMENT SUPPLEMENT 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.

Section 3.10 Jurisdiction; Waiver of Jury Trial. Section 9.02 and Section 9.08 of the Multi-Party Agreement are incorporated herein by this reference, *mutatis mutandis*, as if each reference therein to “this Agreement” referred to this Second Lien Security Agreement.

Section 3.11 Confidential Information. All Confidential Information shall be held confidential by Lessor, Lessee and the Relevant Secured Parties and each Affiliate of any thereof

in accordance with Section 9.13 of the Multi-Party Agreement as if this Agreement were Confidential Information subject thereto.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Second Lien Security Agreement (MSN 67144) to be duly executed by their respective officers, as the case may be, thereunto duly authorized, as of the day and year first above written.

MITSUBISHI HC CAPITAL UK PLC,
as Lessor

By: 

Name: Robert Gordon

Title: Chief Executive Officer

Signature Page

Second Lien Security Agreement (MSN 67144)

DHL AIR LIMITED,
as Lessee

By: 

Name:
Title

*HOW CORNS
Attorney in fact*

Signature Page

Second Lien Security Agreement (MSN 67144)

**EXHIBIT A to
SECOND LIEN SECURITY AGREEMENT**

FORM OF SECOND LIEN SECURITY AGREEMENT SUPPLEMENT

SECOND LIEN SECURITY AGREEMENT SUPPLEMENT NO. [_____] (MSN 67144)

**SECOND LIEN SECURITY AGREEMENT SUPPLEMENT NO. _____ (MSN 67144)
dated _____, _____ (this “Second Lien Security Agreement Supplement”), between
MITSUBISHI HC CAPITAL UK PLC, as grantor (“Lessor”) DHL AIR LIMITED, as
secured party (“Lessee”).**

W I T N E S S E T H:

WHEREAS, the Second Lien Security Agreement (MSN 67144), dated as of [Date] (the “Second Lien Security Agreement”; capitalized terms used herein without definition shall have the meanings specified therefor in Annex A to the Multi-Party Agreement), between Lessor, as grantor and Lessee, as secured party, 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 Lessee; and

[WHEREAS, the Security Agreement relates to the Airframe and the Engines described in Annex A attached hereto and made a part hereof], and a counterpart of the Second Lien Security Agreement is attached to and made a part of this Second Lien Security Agreement Supplement;]]*

[WHEREAS, Lessor has, as provided in the Second Lien Security Agreement, heretofore executed and delivered to Lessee Second Lien Security Agreement Supplement(s) for the purpose of specifically subjecting to the Lien of the Second Lien Security Agreement certain airframes and/or engines therein described], which Second Lien Security Agreement Supplement(s) is/are dated and has/have been duly recorded with the FAA as set forth below, to wit:

Date	Recordation Date	FAA Document Number]]**
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* Use for Second Lien Security Agreement Supplement No. 1 only. Wording in square brackets at the end of this paragraph to be included only if required by FAA counsel (if applicable), or amend as applicable if Aircraft is registered on another national register.

** Use for all Second Lien Security Agreement Supplement other than Second Lien Security Agreement Supplement No. 1 if Aircraft is registered with the FAA, or amend as applicable if Aircraft is registered on another national register.

NOW, THEREFORE, to secure Lessor's obligations to Lessee under the Operative Documents (including without limitation Lessor's obligations to transfer all of its right, title and interest in the Aircraft to Lessee as provided in Section 20 of the Lease), and in consideration of the promises and of the covenants contained in the Operative Documents and of other good and valuable consideration given to Lessor by Lessee at or before the delivery hereof, the receipt of which is hereby acknowledged, Lessor has granted, and does hereby grant unto Lessee and its permitted successors and permitted assigns, for the security and benefit of the Lessee, a second priority security interest (which constitutes an International Interest) in, and mortgage lien on, all right, title and interest of Lessor in and to the Airframe and Engines described in Annex A attached hereto;

TO HAVE AND TO HOLD all and singular the aforesaid property unto Lessee, and its permitted successors and permitted assigns, forever, upon the terms set forth in the Second Lien Security Agreement, for the ratable benefit, security and protection of the Lessee and for the other uses and purposes set forth in the Second Lien 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 Second Lien Security Agreement Supplement shall be construed as supplemental to the Second Lien Security Agreement and shall form a part thereof, and the Second Lien Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

THIS SECOND LIEN 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 Second Lien Security Agreement Supplement No. ____ (MSN 67144) to be duly executed by their respective duly authorized officers, on the day and year first above written.

MITSUBISHI HC CAPITAL UK PLC,
as Lessor

By: _____
Name:
Title:

DHL AIR LIMITED,
as Lessee

By: _____
Name:
Title:

**Annex A to
Second Lien Security Agreement
Supplement No. []**

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 777-F)	9V-DHD	67144

ENGINES

<u>Manufacturer</u>	<u>Model</u>	<u>Manufacturer's Serial Nos.</u>
General Electric Company	GE90-110B1 (shown on the International Registry as GE90-110B)	901694 and 901695

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.

SECOND LIEN SECURITY AGREEMENT SUPPLEMENT

SECOND LIEN SECURITY AGREEMENT SUPPLEMENT NO. 1 (MSN 67144)

SECOND LIEN SECURITY AGREEMENT SUPPLEMENT NO. 1 (MSN 67144) dated 28 September, 2023 (this “Second Lien Security Agreement Supplement”), between MITSUBISHI HC CAPITAL UK PLC (formerly known as Hitachi Capital (UK) PLC), as grantor (“Lessor”) and DHL AIR LIMITED, as secured party (“Lessee”).

W I T N E S S E T H:

WHEREAS, the Second Lien Security Agreement (MSN 67144), dated as of 28 September, 2023 (the “Second Lien Security Agreement”; capitalized terms used herein without definition shall have the meanings specified therefor in Annex A to the Multi-Party Agreement), between Lessor, as grantor and Lessee, as secured party, 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 Lessee; and

WHEREAS, the Security Agreement relates to the Airframe and the Engines described in Annex A attached hereto and made a part hereof, and a counterpart of the Second Lien Security Agreement is attached to and made a part of this Second Lien Security Agreement Supplement;

NOW, THEREFORE, to secure Lessor’s obligations to Lessee under the Operative Documents (including without limitation Lessor’s obligations to transfer all of its right, title and interest in the Aircraft to Lessee as provided in Section 20 of the Lease), and in consideration of the promises and of the covenants contained in the Operative Documents and of other good and valuable consideration given to Lessor by Lessee at or before the delivery hereof, the receipt of which is hereby acknowledged, Lessor has granted, and does hereby grant unto Lessee and its permitted successors and permitted assigns, for the security and benefit of the Lessee, a second priority security interest (which constitutes an International Interest) in, and mortgage lien on, all right, title and interest of Lessor in and to the Airframe and Engines described in Annex A attached hereto;

TO HAVE AND TO HOLD all and singular the aforesaid property unto Lessee, and its permitted successors and permitted assigns, forever, upon the terms set forth in the Second Lien Security Agreement, for the ratable benefit, security and protection of the Lessee and for the other uses and purposes set forth in the Second Lien 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 Second Lien Security Agreement Supplement shall be construed as supplemental to the Second Lien Security Agreement and shall form a part thereof, and the Second Lien Security Agreement is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

THIS SECOND LIEN 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 Second Lien Security Agreement Supplement No. 1 (MSN 67144) to be duly executed by their respective duly authorized officers, on the day and year first above written.

MITSUBISHI HC CAPITAL UK PLC,
as Lessor

By: 

Name: Robert Gordon

Title: Chief Executive Officer

DHL AIR LIMITED,
as Lessee

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have caused this Second Lien Security Agreement Supplement No. 1 (MSN 67144) to be duly executed by their respective duly authorized officers, on the day and year first above written.

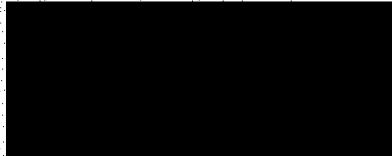
MITSUBISHI HC CAPITAL UK PLC,
as Lessor

By: _____

Name:

Title:

DHL AIR LIMITED,
as Lessee

By: 

Name:

Title:

IAN CURTIS
Attorney in fact

**Annex A to
Second Lien 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 777-F)	9V-DHD	67144

ENGINES

<u>Manufacturer</u>	<u>Model</u>	<u>Manufacturer's Serial Nos.</u>
General Electric Company	GE90-110B1 (shown on the International Registry as GE90-110B)	901694 and 901695

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.