

MR01
Particulars of a charge



Companies House

02072/104

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form
scanned and placed on the public record. Do not send the original



A45CL76R

A12

15/04/2015

#93

COMPANIES HOUSE

WEDNESDAY

1 Company details

Company number 0 9 3 9 0 7 1 0

Company name in full Keos Aviation UK Limited

For official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 8 0 3 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name DVB Bank SE

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description	n/a	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes		
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>		^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature	<div style="border: 1px solid black; padding: 5px; text-align: center;">X <i>Mulbank, Tweed, Hadley & McCloy LLP</i> X</div> This form must be signed by a person with an interest in 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. The contact information you give will be visible to searchers of the public record

Contact name Andrew Carswell

Company name Milbank, Tweed, Hadley & McCloy

Address 10 Gresham Street

Post town London

County/Region

Postcode EC2V 7JD

Country United Kingdom

DX

Telephone 020 7615 3000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper

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 NR 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9390710

Charge code: 0939 0710 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2015 and created by KEOS AVIATION UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2015.

Given at Companies House, Cardiff on 27th April 2015



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Milbank, Tweed, Hadley & McCloy LLP

SECURITY AGREEMENT SUPPLEMENT

EXECUTION COPY

*Certified by a solicitor of
England & Wales. L
14/04/2015.*

THIS SECURITY AGREEMENT SUPPLEMENT, dated March 28, 2015 (this "Security Agreement Supplement") by KEOS AVIATION UK LIMITED (the "Mortgagor") to DVB BANK SE, as Security Trustee (in such capacity, the "Security Trustee") as Mortgagee under the Security Agreement referred to below (in such capacity, the "Mortgagee")

WHEREAS, the Security Agreement dated as of March 9, 2015, among Merx Aviation Finance Holdings, LLC, Phoebus Aviation Ireland Limited, the other "Mortgagors" referred to therein, the Mortgagee and Sumitomo Mitsui Banking Corporation, New York Branch, as Account Bank (as at any time modified, supplemented and in effect, the "Security Agreement", capitalized terms used herein without definition have the meanings assigned thereto therein), provides for the execution and delivery of supplements thereto substantially in the form hereof, which shall describe the equipment and any lease that are to be subject to the Security Agreement, and shall specifically mortgage such equipment and such lease to the Mortgagee

NOW, THEREFORE, THIS SECURITY AGREEMENT SUPPLEMENT WITNESSETH, that, to secure the Obligations, and for the uses and purposes and subject to the terms and provisions hereof, and in consideration of the premises and of the covenants herein contained, the acceptance of the Notes by the holders thereof, and for other good and valuable consideration the receipt and adequacy whereof are hereby acknowledged

The Mortgagor has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge and confirm, unto the Mortgagee, its successors and assigns, for the security and benefit of the Secured Parties, a security interest in and mortgage lien on all right, title and interest of the Mortgagor in, to and under the Engine more particularly described in Annex A hereto, excluding, however, all Excluded Payments and the right to specifically enforce the same or to sue for damages for the breach thereof as provided in the definition of "Excluded Payments", as the case may be

TO HAVE AND TO HOLD all and singular the aforesaid property and all other property of the Mortgagor subject to the Granting Clause in the Security Agreement unto the Mortgagee, its successors and assigns

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

AND, FURTHER, the Mortgagor hereby acknowledges that the Engine referred to in this Security Agreement Supplement is included in the property of the Mortgagor covered by all the terms and conditions the Security Agreement as of the date hereof

This Security Agreement Supplement shall in all respects be governed by, and construed in accordance with, the internal laws of the State of New York, United States of America without reference to principles of conflicts of law other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law

This Security Agreement Supplement is subject to the provisions set forth in
Section 13.15 of the Credit Agreement

IN WITNESS WHEREOF, the Mortgagor has caused this Security Agreement Supplement to be duly executed by one of its officers, thereunto duly authorized, on the day and year first above written

KEOS AVIATION UK, LIMITED

By. _____

Name _____

Title _____

~~Capita Trust Corporate Services Limited~~
~~Director~~

Annex A
To Security Agreement Supplement

ENGINE

One engine identified as follows

Manufacturer	Model	Serial Number
CFM International, Inc	CFM56-7B24	892411

together with all Parts of whatever nature, which are from time to time incorporated or installed in or attached to such Engine