



**Registration of a Charge**

Company name: **Avolon Aerospace UK 7 Limited**

Company number: **09725663**

Received for Electronic Filing: **22/08/2016**



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**Details of Charge**

Date of creation: **17/08/2016**

Charge code: **0972 5663 0001**

Persons entitled: **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION AS  
SECURITY TRUSTEE**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **WE 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 CHARGING  
INSTRUMENT.**

Certified by:

**DENTONS UKMEA LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9725663

Charge code: 0972 5663 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th August 2016 and created by Avolon Aerospace UK 7 Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd August 2016 .

Given at Companies House, Cardiff on 23rd August 2016

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**

## EXECUTION VERSION

### SECURITY AGREEMENT SUPPLEMENT

THIS SECURITY AGREEMENT SUPPLEMENT (MSN 61296), dated August 17, 2016 (this “Security Agreement Supplement”) by AVOLON AEROSPACE UK 7 LIMITED, as a mortgagor (the “Mortgagor”) to WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Security Trustee (in such capacity, the “Security Trustee”) and as Mortgagee under the Security Agreement referred to below (in such capacity, the “Mortgagee”).

WHEREAS, the Security Agreement dated as of April 20, 2016 among the “Mortgagors” referred to therein and the Mortgagee (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 a supplement thereto substantially in the form hereof, which shall particularly identify each Mortgagor (other than the Issuer) and bind such Mortgagor to the Security Agreement, and describe the equipment and any lease that are to be subject to the Security Agreement, and shall specifically mortgage such equipment and 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:

(A) the Mortgagor, by its execution and delivery of this Security Agreement Supplement, hereby becomes a party to the Security Agreement, and shall be, for all purposes, a “Mortgagor” thereunder; and

(B) 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:

(1) the Airframe and Engines more particularly described in Annex A hereto; and

(2) the Lease and any Aircraft Related Agreement 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 Aircraft 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.

AND, FURTHER, the Mortgagor hereby agrees to be bound by Section 13.10 of the Note Purchase Agreement as if it is a party to the Note Purchase Agreement.

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.

[Security Agreement Supplement (61296)]

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.

**AVOLON AEROSPACE UK 7 LIMITED,**  
as Mortgagor

By: 

Name: **Sunil Masson**

Title: **Director**

**ANNEX A**  
**To Security Agreement Supplement**

I. AIRCRAFT.

AIRFRAME

One airframe identified as follows:

Manufacturer	Model	Registration Mark	Manufacturer's Serial Number
The Boeing Company	737-800	HS-DBW	61296

together with all Parts of whatever nature, which are from time to time incorporated or installed in or attached to said Airframe.

ENGINES

Two engines identified as follows:

Manufacturer	Model	Serial Number
CFM International, Inc.	CFM56-7B24E	864445
CFM International, Inc.	CFM56-7B24E	864449

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

II. LEASE.

Lease: Aircraft Lease Agreement dated October 1, 2015 between Avolon Aerospace UK 7 Limited, as lessor, and Nok Airlines Public Company Limited, as lessee.

Lessee: Nok Airlines Public Company Limited.

Lease Expiration Date: August 17, 2028.

III. AIRCRAFT RELATED AGREEMENTS.

Acceptance Certificate dated as of August 17, 2016 between Nok Airlines Public Company Limited, as lessee, and Avolon Aerospace UK 7 Limited, as lessor.

Notice of Charge to the Lessee dated August 17, 2016 by Avolon Aerospace UK 7 Limited and Wells Fargo Bank Northwest, National Association, as Security Trustee and as acknowledged by Nok Airlines Public Company Limited.

Assignment of Insurances dated August 17, 2016 between Nok Airlines Public Company Limited, as assignor, and Avolon Aerospace UK 7 Limited, as assignee.

Assignment of Reinsurances dated August 17, 2016 between Dhipaya Insurance Public Company Limited, as assignor, and Avolon Aerospace UK 7 Limited, as assignee.

Servicing Agreement dated as of April 20, 2016 between Avolon Aerospace Leasing Limited, as servicer, and Avolon Aerospace (Funding 7) Limited, as issuer.

Accession Agreement to Servicing Agreement dated as of August 17, 2016 between Avolon Aerospace AOE 132 Limited, Avolon Aerospace UK 7 Limited, Avolon Aerospace (Funding 7) Limited, and Avolon Aerospace Leasing Limited, as servicer.

Avolon Guaranty dated as of April 20, 2016 by Avolon Aerospace Leasing Limited, as guarantor in favor of the Security Trustee, as guaranteed party.