

MR01

Particulars of a charge

100348/13

FRIDAY



A07
20/12/2013
COMPANIES HOUSE
#346
A2NN0AIX

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. This will be
scanned and placed on the public record

1 Company details

Company number 0 4 2 7 8 4 7 4 ✓

Company name in full Bond Offshore Helicopters Limited ✓

3 0 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 01 06 2013 ✓

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 ✓ Ardmore Aviation Limited, 41 Forbes Quay, Dublin 2, Ireland

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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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Not Applicable

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Steven Leathley* X

This form must be signed by a person with an interest in the charge

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Richard Goss

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



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 N R 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: 4278474

Charge code: 0427 8474 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2013 and created by BOND OFFSHORE HELICOPTERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2013.

Given at Companies House, Cardiff on 30th December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

07

Save for material redacted pursuant to s859G of the Companies Act 2006, we hereby certify that this is a true copy of the composite original

Sign *Hogan Lovells International LLP*

Date *19 December 2013*

Hogan Lovells International LLP, Atlantic House, Holborn Viaduct, London, EC1A 2FG

THIS DEED OF ASSIGNMENT is made the 16 day of December 2013

BETWEEN

Between

- (1) **Ardmore Aviation Limited**, a company incorporated in Ireland, whose registered office is at 41 Forbes Quay, Dublin 2, Ireland (the Lessor), and
- (2) **Bond Offshore Helicopters Limited**, a company incorporated in England and Wales, registered number 04278474, whose registered office is at Gloucestershire Airport, Staverton, Cheltenham, Gloucestershire, GL51 6SP (the Lessee)

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED as follows

1 Purpose, Definitions and Interpretation

- 1 1 The Lessor and the Lessee entered into a Deed of Assignment of Insurances dated 5th April 2013 (the "April Deed") as continuing security for the payment of all sums due by the Lessee to the Lessor under an operating lease agreement dated 20 March 2013 between the Lessor and the Lessee (the "Lease") in relation to an AW139 helicopter with manufacturer's serial number 31478 ("the Aircraft")
- 1 2 The Lessor and the Lessee have agreed to the re-assignment of the assigned property as defined in the April Deed (the "Re-assigned Property") and to enter into this Deed as continuing security for the payment of all sums due by the Lessee to the Lessor under the Lease
- 1 3 Terms defined in the Lease shall, so far as the context permits, bear the same meaning where used in this Deed
- 1 4 In this Deed

Assigned Property means all the rights and interests of the Lessee from time to time assigned pursuant to Clause 3 1 of this Deed,

Relevant Insurances means the insurance cover (including any reinsurances) effected in respect of the Aircraft pursuant to the Lease other than third party liability insurances, and

Secured Indebtedness means all moneys from time to time due and owing, whether actually or contingently, by the Lessee to the Lessor under the Lease and the other Transaction Documents

- 1 5 The provisions for interpretation of the Lease contained in Schedule I Part B of the Lease shall apply, mutatis mutandis, in the interpretation of this Deed

2 Representations and Warranties

The Lessee hereby represents and warrants to the Lessor that

- 2 1 it is duly incorporated and validly existing under the laws of England and Wales and is duly qualified to do business wherever necessary to carry on its present business and operations,
- 2 2 in entering into this Deed, creating the security created by this Deed and performing its obligations hereunder, it does not contravene any Applicable Regulations,
- 2 3 all necessary authorisations have been obtained for the execution of this Deed, the creation of the security hereunder and the performance of its obligations hereunder and it has the power to enter into this Deed,

- 2 4 this Deed has been duly executed as a deed and constitutes its legal, valid and binding obligations enforceable in accordance with its terms,
- 2 5 other than the security hereby constituted or constituted by any Transaction Document, the Lessee has not created and there does not subsist any Security Interest in or over the Assigned Property or any part thereof, and nor has the Lessee agreed to create any such Security Interest, and
- 2 6 the security hereby constituted is legal, valid and binding and will constitute, upon the service of the notice referred to in Clause 4 1 of this Deed, an absolute assignment by way of first specific legal charge and ranks and will rank ahead of any other Security Interest on or over the Assigned Property or any part thereof

3 Assignment and Reassignment

- 3 1 The Lessor hereby re-assigns and agrees to re-assign absolutely to and in favour of the Lessee all its rights, title and interest, present and future, to, and in respect of the Re-assigned Property
- 3 2 The Lessee as beneficial owner hereby assigns and agrees to assign absolutely to and in favour of the Lessor all its rights, title and interest, present and future, to, and in respect of proceeds arising under, all Relevant Insurances and all benefits thereof (but for the avoidance of doubt this Assignment does not constitute an assignment of any policies of insurance but only of the benefit, rights, title, interest and proceeds thereunder insofar as the same relate to the Aircraft), TO HOLD the same unto the Lessor as continuing security for the payment and discharge to the Lessor of the Secured Indebtedness The Lessee agrees that, except as otherwise provided in the Lease, it will hold the proceeds of any of the Relevant Insurances received by it on trust for the Lessor and shall pay such proceeds to the Lessor on demand
- 3 3 Upon the payment or other satisfaction of the Secured Indebtedness to the satisfaction of the Lessor, the Lessor shall, at the request and cost of the Lessee, reassign the Assigned Property to the Lessee, without recourse to or warranty by the Lessor other than a warranty that such property is then free of any Security Interest created by or through the Lessor

4 Undertakings of the Lessee

- 4 1 The Lessee shall, prior to delivery of the Aircraft under the Lease, and from time to time upon the written request of the Lessor, give written notice (or procure that the brokers through whom the Relevant Insurances are placed give written notice) to the insurers with whom the Relevant Insurances are from time to time effected of this assignment in the form of Annex A
- 4 2 The Lessee shall not assign, pledge or charge, or create or permit to exist any Security Interest over, the Assigned Property other than by way of the security created by this Deed or Security created by the Lessor in relation to its rights hereunder

5 Powers of the Lessor and Application of Moneys

- 5 1 The Lessor shall have all the rights, powers and remedies conferred upon assignees by any relevant law and/or conferred on the Lessor by virtue of this Deed Section 103 of the Law of Property Act 1925 shall not apply to this Deed
- 5 2 All moneys received by the Lessor pursuant to this Deed shall be dealt with and applied in the manner and the order set forth in the Lease

6 Limitation of Liability

Notwithstanding the assignment contained in this Deed

- 6 1 the Lessor shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Deed, or to make any claim or take any other action to collect any moneys or to enforce any rights and benefits hereby assigned to the Lessor or to which the Lessor may at any time be entitled hereunder, and
- 6 2 the Lessee shall remain liable to perform all the obligations assumed by it under the Insurances and the Lessor shall not be liable to perform any obligation of any kind whatsoever thereunder or be under any liability whatsoever in the event of any failure by the Lessee to perform any of its obligations thereunder, and
- 6 3 the Lessor shall not be liable
- (i) by reason of the Lessor entering into possession of any of the Assigned Property, to account as mortgagee in possession thereof for anything except actual receipts, or
 - (ii) for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable unless such loss is caused by the fraud, wilful misconduct or gross negligence of the Lessor

7 Continuing Security and Remedies Cumulative

- 7 1 The security created pursuant to this Deed shall be a continuing security for the payment of the Secured Indebtedness and accordingly shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Indebtedness
- 7 2 The security created pursuant to this Deed shall be in addition to and shall not in any way prejudice or affect any other security now or hereafter held by the Lessor or any right or remedy of the Lessor thereunder, and shall not be in any way prejudiced or affected thereby, or by the invalidity or unenforceability thereof, or by the Lessor releasing, modifying or refraining from perfecting or enforcing any other security or granting time or indulgence or compounding with any person liable
- 7 3 The security created pursuant to this Deed shall not be affected by the bankruptcy, insolvency, administration or winding-up of the Lessee, the Lessor or any other person
- 7 4 The Lessor shall be entitled to assign, by way of security, all its rights, title and benefits under this Deed to any person to whom it is entitled to assign its rights under the Lease

8 Attorney

By way of security the Lessee hereby irrevocably appoints the Lessor to be its attorney, generally for and in its name and on its behalf and as the act and deed or otherwise of the Lessee to execute, seal and deliver and otherwise perfect and do all such deeds, assurances, agreements, instruments, acts and things which may be required for the full exercise of all or any of the rights, powers or remedies hereby conferred as it itself could have done or executed in relation to the Insurances including to permit the proceeds of the Insurances to be dealt with in accordance with the loss payable provisions of the Lease, or which may be deemed proper in or in connection with all or any of the purposes aforesaid. Provided, however, that such Power of Attorney shall not be exercised unless and until an Incipient Default, an Event of Default or a Total Loss shall have occurred and be continuing. The Lessee ratifies and confirms and agrees to ratify and confirm any deed, assurance, agreement, instrument, act or thing which the Lessor may execute or do pursuant such Power of Attorney

9 Other Provisions

The provisions of Clauses 24 1 (Notices), 24 2 (Language), 24 3 (Rights), 24 6 (Severability), 24 7 (Delegation), 24 8 (Remedy), 24 9 (Costs), 24 11 (Time of essence), 24 12 (Whole agreement), 24 13 (Counterparts), 24 16 (Further assurances), 24 17 (Amendments), 25 (Law), 26 (Confidentiality), and 27 (Third Party Rights) of the Lease shall, mutatis mutandis, be incorporated into this Deed

IN WITNESS whereof the parties hereto have caused this Deed to be executed as a deed and this Deed is intended to be and is hereby delivered the day and year first before written

Executed as a Deed by

Name ARTHUR W RUSSELL
Title DIRECTOR

For and on behalf of
Bond Offshore Helicopters Limited

In the presence of

Witness name COUS INIGO
Witness title [REDACTED]
Witness Address 16 SMITH SQUARE
SW1P 3HQ LONDON

SIGNED for and on behalf of ARDMORE
AVIATION LIMITED by its lawfully appointed
attorney

in the presence of -

(Witness' Signature)

(Witness' Address)

(Witness' Occupation)

(Attorney)

9 Other Provisions

The provisions of Clauses 24.1 (Notices), 24.2 (Language), 24.3 (Rights), 24.6 (Severability), 24.7 (Delegation), 24.8 (Remedy), 24.9 (Costs), 24.11 (Time of essence), 24.12 (Whole agreement), 24.13 (Counterparts), 24.16 (Further assurances), 24.17 (Amendments), 25 (Law), 26 (Confidentiality), and 27 (Third Party Rights) of the Lease shall, mutatis mutandis, be incorporated into this Deed

IN WITNESS whereof the parties hereto have caused this Deed to be executed as a deed and this Deed is intended to be and is hereby delivered the day and year first before written

Executed as a Deed by)

Name)




Title)

For and on behalf of)

Bond Offshore Helicopters Limited)

In the presence of

Witness name
Witness title
Witness Address

<p>SIGNED for and on behalf of ARDMORE AVIATION LIMITED by its lawfully appointed attorney</p> <p>in the presence of -</p> <p></p> <p>(Witness' Signature)</p> <p><i>GC Forbes & Quay D.2</i></p> <p>(Witness' Address)</p> <p></p> <p>(Witness' Occupation)</p>	<p></p> <p>_____ (Attorney)</p>
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ANNEX A

NOTICE OF ASSIGNMENT

To Insurance or reinsurance brokers / insurers/ reinsurers

Please take note that

- (1) Ardmore Aviation Limited ("the Lessor") and Bond Offshore Helicopters Limited ("the Lessee") entered into a Deed of Assignment of Insurances dated 5th April 2013 (the "April Deed") By a Deed of Assignment dated [] December 2013, a copy of which is attached the Lessor and the Lessee agreed to the re-assignment of the assigned property as defined in the April Deed and the Lessee assigned to the Lessor absolutely by way of security all the Lessee's rights, title and interest, present and future, to, and in respect of proceeds arising under, all Relevant Insurances and all benefits thereof (but for the avoidance of doubt the assignment does not constitute an assignment of any policies of insurance but only of the benefit, rights, title, interest and proceeds thereunder insofar as the same relate to the Aircraft) ("the Assigned Property") In this notice, "Relevant Insurances" means the insurance cover (including any reinsurances) required to be effected and maintained by the Lessee in respect of the AW139 aircraft with manufacturer's serial number 31478 under an operating lease agreement between the Lessor and the Lessee dated 20th March 2013 ("the Lease"), other than third party liability insurances
- (2) Unless you are notified to the contrary by the Lessor, all proceeds of the Relevant Insurances to which the Lessee is entitled are to be paid in accordance with the provisions of the Lease

Please acknowledge receipt of this Notice by signing and returning the acknowledgement attached to the enclosed copy

Capitalised words and phrases in this Notice shall bear the meaning given to them in the Deed of Assignment dated [] between the Lessor and the Lessee

Dated this day of December 2013

BOND OFFSHORE HELICOPTERS LIMITED

ACKNOWLEDGEMENT OF NOTICE

To Bond Offshore Helicopters Limited and Ardmore Aviation Limited

[date]

We acknowledge receipt of a Notice of Assignment dated [] in relation to the insurances for an AW139 aircraft with manufacturer's serial number 31478

Capitalised words and phrases in this Acknowledgement shall bear the meaning given to them in the Deed of Assignment dated [] between Ardmore Aviation Limited ("the Lessor") and Bond Offshore Helicopters Limited ("the Lessee")

We further acknowledge and confirm as follows

- (a) we have not received any notice that any third party has or will have any rights, interest or security interest in the Assigned Property, or that any third party has made or will be making any claim or taking any action in respect of the Assigned Property, and
- (b) unless we receive notice to the contrary from the Lessor, we shall pay all proceeds of the Relevant Insurances to which the Lessee is entitled in accordance with the provisions of the Lease

We have given these acknowledgements and confirmations in the knowledge that they are required by you in connection with the security granted by the Lessee pursuant to the Deed of Assignment referred to in the Notice of Assignment

This acknowledgement shall be governed by and construed in accordance with English law

For and on behalf of

Insurers / reinsurers



COMPANIES HOUSE



HELP

COMPANY
SELECTIONOFFICER
ENQUIRIESDOCUMENT
DOWNLOADMONITOR
SERVICE

MENU

Company Enquiries and Orders



COMPANY DETAILS



Please Choose

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v1396

Name & Registered Office.

BOND OFFSHORE HELICOPTERS
LIMITED
GLOUCESTERSHIRE AIRPORT
STAVERTON
CHELTENHAM
GLOUCESTERSHIRE
GL51 6SP

Company No 04278474**Date of Incorporation** 29/08/2001**Country of Origin** United Kingdom**Status** Active**Company Type.** Private Limited Company**Nature Of Business (SIC):**

51102 - Non-scheduled passenger air transport

Accounting Reference Date. 31/12**Last Accounts Made Up To** 31/12/2012 (FULL)**Next Accounts Due** 30/09/2014**Last Return Made Up To** 29/08/2013**Next Return Due:** 26/09/2014**Mortgage Number of Charges** 29 (25 outstanding / 4 satisfied / 0 part satisfied)**Last members list** 29/08/2013**Previous Names**

No previous name information has been recorded over the last 20 years