

049281 £13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House

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](http://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 MR01

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://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. It  
must be scanned and placed on the public record. Do not send the original



RCS 04/02/2015 #35  
COMPANIES HOUSE

WEDNESDAY

### 1 Company details

Company number 09167967

Company name in full LCI Helicopters Two Limited

For official use

→ Filling 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 29/01/2015

### 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 CIT Finance LLC

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

MR01

## Particulars of a charge

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## 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

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

Brief description

One (1) AgustaWestland AW139 airframe Manufacturer's Serial Number 31591 and Two (2) Pratt & Whitney Canada PT6C-67C engines Manufacturer's Serial Numbers PCE-KB1652 and PCE-KB1631

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

☒ 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 company from creating 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<sup>1</sup>

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

☐

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

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## Signature

Please sign the form here

Signature

Signature

X *Watson Farley & Williams LLP* X

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

# MR01

## Particulars of a charge



### 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 **Alexander Creswick**

Company name **Watson, Farley & Williams LLP**

Address **15 Apold Street**

Post town **London**

County/Region

Postcode **E C 2 A 2 H B**

Country **Great Britain**

DX

Telephone **02078148186**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 9167967

Charge code. 0916 7967 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2015 and created by LCI HELICOPTERS TWO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2015.

P

Given at Companies House, Cardiff on 9th February 2015

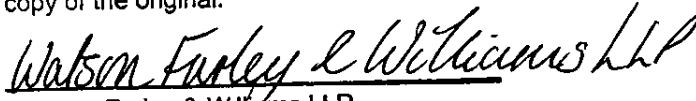


**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

We hereby certify this document to be a true  
copy of the original.



Watson, Farley & Williams LLP  
15 Appold Street  
London EC2A 2HB  
United Kingdom

EXECUTION VERSION

**GRANTOR SUPPLEMENT [MSN 31591]**

CIT Finance LLC, as Collateral Agent  
11 West 42<sup>nd</sup> Street, 12<sup>th</sup> Floor  
New York, NY 10010

January 29, 2015

Re Aircraft Mortgage and Security Agreement, dated as of September 24, 2014

Ladies and Gentlemen

Reference is made to the Aircraft Mortgage and Security Agreement, dated as of September 24, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Aircraft Mortgage and Security Agreement"), among, *inter alios*, LCI Helicopters One Limited, the additional grantors who from time to time become grantors thereunder and CIT Finance LLC, as collateral agent (in such capacity, and together with any permitted successor or assign thereto or any permitted replacement thereof, the "Collateral Agent") Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Aircraft Mortgage and Security Agreement (whether defined therein or incorporated by reference to another agreement or document)

The undersigned hereby agrees, as of the date first above written, to become a Grantor under the Aircraft Mortgage and Security Agreement as if it were an original party thereto and agrees that, except as otherwise provided or the context otherwise so requires, each reference in the Aircraft Mortgage and Security Agreement to "Grantor" shall also mean and be a reference to the undersigned

To secure the due and punctual payment and performance in full of all of the Secured Obligations and for the purpose of subjecting to the Lien of this Agreement all of the Grantors' rights, title and interests in and to the Mortgaged Property (as defined below), each Grantor, in consideration of the premises and of the covenants contained herein and in the other Documents, does hereby sell, grant, assign, bargain, transfer, convey, pledge and mortgage unto the Collateral Agent, and grant to the Collateral Agent for its benefit and for the benefit of the Lenders and the other Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following described properties, rights, interests and privileges, whether now owned by such Grantor or hereafter acquired by it and whether now existing or hereafter arising and wherever located (collectively, the "Supplementary Mortgaged Property") to wit

(a) (i) each Aircraft, including the Airframe, Engines, Rotor Blades and Rotor Components with respect to such Aircraft as the same is now and will hereafter be constituted,

and in the case of such Engines, Rotor Blades and Rotor Components with respect to such Aircraft, whether or not any such Engine, Rotor Blade or Rotor Component with respect to such Aircraft shall be installed in or attached to the Airframe or any other airframe, together with (ii) all Parts of whatever nature, which are from time to time incorporated or installed in or attached to any Airframe, Engine, Rotor Blade or Rotor Component with respect to such Aircraft to which title has vested in the applicable Grantor, including all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to the Airframe, Engines, Rotor Blades or Rotor Components with respect to such Aircraft (other than equipment expressly excluded from the definition of "Parts" in the Credit Agreement), (iii) all Manuals and Technical Records and, to the extent of such Grantor's right, title and interest therein, all other records maintained with respect to the Aircraft or Parts with respect to such Aircraft, including any and all logs, books, flight records, maintenance records (including, without limitation, any records maintained or stored in any electronic medium) and, to the extent of such Grantor's right, title and interest therein, other written or recorded information relating to any of the Aircraft or Parts with respect to such Aircraft, as well as all rights, title and interests of such Grantor in, to and under the overhaul, repair and maintenance manuals and catalogs which are used in connection with the maintenance of the Aircraft or Parts with respect to such Aircraft, (iv) any Bill of Sale for the Airframe, including, without limitation, any and all rights, powers and remedies of the Grantor with respect thereto (including any and all rights, powers and remedies assigned to the Grantor pursuant to each of the foregoing) including all claims by the Grantor for damages in respect of the Airframe or any Engine arising as a result of any default by any Manufacturer under any Bill of Sale, including, without limitation, all warranty and indemnity provisions contained in such Bill of Sale and all other claims arising thereunder in respect of the Airframe, Engines, Rotor Blades, Rotor Components or Parts with respect to such Aircraft, (v) all other tangible or intangible property of the Grantor relating to the Airframe, Engines, Rotor Blades, Rotor Components or Parts with respect to such Aircraft, including, in each case, without limitation, any Airframe warranties and Engine warranties, all proceeds, products and accessions of and to any of the property of the Grantor described in any other Granting Clause hereof (including any proceeds of hull insurance thereon), and to the extent related to any property described herein or therein, to the extent of such Grantor's right, title and interest therein, all books, correspondence, credit files, records, invoices and other papers relating to the foregoing, and (vi) any monetary or non-monetary proceeds of the foregoing, subject to the limitations set forth therein, including, without limitation, all proceeds from the sale or other disposition of any of the foregoing and all proceeds from hull Insurances, expropriation, condemnation, confiscation, requisition and other payments with respect to any of the foregoing,

(b) with respect to each Aircraft, any Eligible Lease and any Intermediate Lease to which such Grantor is or may from time to time be party and any leasing arrangements with respect to such Aircraft between Grantors with respect to such Aircraft, together with all Related Assets (all such Eligible Leases, Intermediate Leases and Related Assets, collectively, the "Assigned Leases"), including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due under or pursuant to such Assigned Leases, (ii) all rights of such Grantor to receive proceeds of any Insurances, warranty or guaranty with respect to such Assigned Leases, (iii) claims of such Grantor for damages arising out of or for breach or default under such Assigned Leases, (iv) all rights of such Grantor under any such Assigned Lease with respect to any subleases of the Aircraft subject to such Assigned Lease, (v) the right of such Grantor to terminate such Assigned Leases and to compel performance of, and otherwise to

exercise all remedies under, any Assigned Lease, whether arising under such Assigned Leases or by statute or at law or in equity and (vi) all rights of such Grantor under any Sublease Assignment entered into by the relevant Lessee in respect of such Aircraft,

(c) all of the following, as described in the Collateral Supplements and/or the Grantor Supplements, as amended, modified or supplemented from time to time in accordance with the terms of this Agreement (the "Security Collateral")

(i) the Pledged Stock and the certificates, if any, representing all of such Grantor's right, title and interest in such Pledged Stock, and all Dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Stock, and

(ii) all additional shares of the capital stock of any other Pledged Equity Party from time to time acquired by such Grantor in any manner, including the capital stock of any other Pledged Equity Party that may be formed from time to time, and all certificates, if any, representing such additional shares of the capital stock and all Dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all such additional shares,

(d) all of the following in respect of any Pledged Equity Party as described in the Collateral Supplements and/or the Grantor Supplements, as amended, modified or supplemented from time to time in accordance with the terms of this Agreement (the "Membership Interest Collateral")

(i) the Pledged Membership Interests, all its capital therein and its interest in all profits, income, surpluses, losses, and other distributions to which the Grantor shall at any time be entitled in respect of such Pledged Membership Interests,

(ii) all of such Grantor's right, title and interest in all additional membership interests in any other Pledged Equity Party from time to time acquired by such Grantor in any manner, including the membership interests in any other Pledged Equity Party that may be formed from time to time, and all certificates, if any, from time to time representing such additional membership interests and all distributions, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all such additional membership interests,

(iii) all other payments due or to become due to the Grantor in respect of such Pledged Membership Interests, whether under any limited liability company agreement or otherwise, whether as contractual obligations, damages, insurance proceeds or otherwise,

(iv) all present and future claims, if any, of the Grantor against any such limited liability company for moneys loaned or advanced, for services rendered or otherwise,

(v) all of the Grantor's rights under any limited liability company agreement or operating agreement or at law to exercise and enforce every claim, right, power, remedy, authority, option, privilege, security interest or lien of the Grantor relating to such Pledged Membership Interests, including any power to terminate, cancel or modify any such limited liability company agreement or operating agreement, to execute any instruments and to take any and all other action on behalf of and in the name of the Grantor in respect of such Pledged Membership Interests and any such limited liability company, to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, amendment, waiver or approval, together with full power and authority to demand, receive, enforce, collect or receive any of the foregoing, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action in connection with any of the foregoing, and

(vi) all other property hereafter delivered in substitution for or in addition to any of the foregoing, all certificates and instruments representing or evidencing such other property and all cash, securities, interest, Dividends, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all thereof,

(e) all of the following, in each case, as described in the Collateral Supplements and the Grantor Supplements as amended, modified and supplemented from time to time in accordance with the terms of this Agreement in respect of any Pledged Equity Party (the "Beneficial Interest Collateral")

(i) the Pledged Beneficial Interest, all certificates, if any, from time to time representing all of such Grantor's right, title and interest in the Pledged Beneficial Interest, any contracts and instruments pursuant to which any such Pledged Beneficial Interest are created or issued and all distributions, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Beneficial Interest,

(ii) all of such Grantor's right, title and interest in all additional beneficial interests in any other Pledged Equity Party from time to time acquired by such Grantor in any manner, including the beneficial interests in any other Pledged Equity Party that may be formed from time to time, the trust agreements and any other contracts and instruments pursuant to which any such Pledged Equity Party is created or issued, and all certificates, if any, from time to time representing such additional beneficial interests and all distributions, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all such additional beneficial interests,

(iii) all rights, powers and privileges of the Grantor with respect to the Pledged Beneficial Interests and the other property referred to in clauses (i) and (ii),



(f) all of such Grantor's right, title and interest in and to the personal property identified as subject to the Lien hereof in any Grantor Supplement or any Collateral Supplement executed and delivered by such Grantor to the Collateral Agent,

(g) all cash and Deposit Accounts, Securities Accounts or Commodity Accounts,

(h) any Interest Rate Protection Agreement to which such Grantor is party and any other Hedging Agreement to which such Grantor is party,

(i) all Investment Property, and

(j) any monetary or non-monetary proceeds (including, without limitation, all rights of any Grantor to receive moneys due or to become due) of the foregoing and all other Mortgaged Property (including proceeds that constitute property of the types described in subsections (a) through (i), inclusive),

provided, however, that the Mortgaged Property shall not include the right to receive any Excluded Payments

The parties hereto agree that, to the maximum extent such agreement has any effect under the Cape Town Convention, for all purposes of the Cape Town Convention each Engine shall be considered an Aircraft Object under the Cape Town Convention regardless of whether it is installed on the Aircraft as of the date of this Agreement, and this Agreement creates a present International Interest in and to the Engines by Grantors situated in a Contracting State in favor of Collateral Agent as of the date such engines become subject to the terms hereof Solely for the purposes of satisfying the Cape Town Convention, and to the maximum extent such agreement has any effect under the Cape Town Convention, if any Engine (i) which is installed on the Aircraft as of the date of hereof, or (ii) is installed on another aircraft as of the date hereof, and is subsequently removed from said Aircraft or aircraft, this Agreement shall be deemed to also create an International Interest in and to such Engine by the applicable Grantor situated in a Contracting State in favor of the Collateral Agent under the Cape Town Convention effective as of the date hereof

**TO HAVE AND TO HOLD**, all and singular said property unto the Collateral Agent (for its benefit and for the benefit of the Lenders and the other Secured Parties), as security as aforesaid and for the uses and purposes, and subject to the terms and provisions, set forth in this Agreement

1 The undersigned Grantor hereby makes each representation and warranty set forth in Section 2.03 of the Aircraft Mortgage and Security Agreement (as supplemented by the attached Annexes I through V) with respect to itself and its Supplementary Mortgaged Property and hereby agrees to be bound as a "Grantor" by all of the terms and provisions of the Aircraft Mortgage and Security Agreement. Each reference in the Aircraft Mortgage and Security Agreement to the Assigned Leases and the Equity Collateral shall be construed to include a reference to the corresponding Supplementary Mortgaged Property hereunder

2 Attached are (i) as Annex I, a duly completed description of each of the Aircraft Objects and Assigned Leases constituting part of the Supplementary Collateral, (ii) as Annex II, a duly completed description of the Pledged Equity Interests constituting part of the Supplementary Collateral, (iii) as Annex III, a duly completed description of each of the Deposit Accounts, Securities Accounts and Commodity Accounts constituting part of the Supplementary Collateral, (iv) as Annex IV, a list of any trade names applicable to the undersigned Grantor, (v) as Annex V, the Chief Executive Office, Chief Place of Business and Registered Office and Organizational ID (if applicable) of the undersigned Grantor, (vi) as Annex VI, an acknowledgment of issuer (if applicable) and (vii) as Annex VII, where required with respect to any Assigned Lease relating to the foregoing Mortgaged Property, a copy of the notice to each counterparty thereto

3 This Grantor Supplement is delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance

*[Signature Page Follows]*

Very truly yours,

**SIGNED AND DELIVERED FOR  
AND ON BEHALF AND AS A DEED OF**

By *Jan Bennett*

**LCI HELICOPTERS TWO  
LIMITED**

By its lawfully appointed attorney,  
in the presence of

Signature of Witness:

Name of Witness:

Address of Witness:

*Deborah A. [Signature]*  
DEBORAH A. CHAFFIN  
41 FORBES ST  
DUBLIN 2

Occupation of Witness

ADMIN

Acknowledged and agreed to as of the date first above written.

CIT FINANCE LLC, not in its individual capacity, but solely  
as the Collateral Agent

By: \_\_\_\_\_  
Name  
Title

Very truly yours,

**SIGNED AND DELIVERED FOR  
AND ON BEHALF AND AS A DEED OF**

By \_\_\_\_\_

**LCI HELICOPTERS TWO  
LIMITED**

By its lawfully appointed attorney,  
in the presence of

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness


Acknowledged and agreed to as of the date first above written

CIT FINANCE LLC, not in its individual capacity, but solely  
as the Collateral Agent

By

Name

Title

  
John P. Haskin  
Director

ANNEX I  
GRANTOR SUPPLEMENT

AIRCRAFT OBJECTS

	<b>Airframe Manufacturer and Model</b>	<b>Airframe MSN</b>	<b>Engine Manufacturer and Engine Model</b>	<b>Engine MSNs</b>
I	AgustaWestland model AW 139	31591	Pratt & Whitney Model PT6C- 67C turboshaft engines	PCE-KB1652 and PCE- KB1631

ASSIGNED LEASE

Operating Lease Agreement in respect of one (1) AgustaWestland aircraft with Manufacturer's Serial Number 31591 dated January 28, 2015 between LCI Helicopters Two Limited, as Lessor, and Australian Helicopters Pty Ltd, as Lessee

ANNEX II  
GRANTOR SUPPLEMENT

PLEDGED EQUITY INTERESTS

PLEDGED BENEFICIAL INTERESTS

<u>Pledged Equity Party</u>	<u>Certificate No</u>	<u>Percentage of Beneficial Interest</u>
None		
Description of Trust Agreement		

PLEDGED MEMBERSHIP INTERESTS

<u>Pledged Equity Party</u>	<u>Certificate No</u>	<u>Percentage of Membership Interest</u>
None		

PLEDGED STOCK

<u>Pledged Equity Party</u>	<u>Certificate No</u>	<u>Percentage Stock</u>
None		

ANNEX III  
GRANTOR SUPPLEMENT

ACCOUNTS

- 1     Deposit Accounts  
None
- 2     Securities Accounts  
None
- 3     Commodity Accounts  
None

ANNEX V  
GRANTOR SUPPLEMENT

<u>Name of Grantor</u>	<u>Chief Executive Office, Chief Place of Business or Registered Office and Organizational ID (if applicable)</u>
LCI Helicopters Two Limited	13-14 Hobart Place, London SW1W 0HH company number 9167967