

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
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 the
instrument Use form MR08

TUESDAY



A37ARR3M

A10

06/05/2014

#119

COMPANIES HOUSE

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 03165147

Company name in full Air Harrods 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 24/04/2014

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 HeliFleet 2013-01, 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

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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

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 statement¹

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 *Verde Price LLP.* X

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

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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	John Pearson
Company name	Vedder Price LLP
Address	4 Coleman Street
Post town	London
County/Region	London
Postcode	E C 2 R 5 A R
Country	United Kingdom
DX	
Telephone	02036672915



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: 3165147

Charge code: 0316 5147 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2014 and created by AIR HARRODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th May 2014.

Given at Companies House, Cardiff on 12th May 2014



Companies House



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

Certified true copy of the original

Vedder Price LLP
Vedder Price LLP

SECURITY DEPOSIT PLEDGE AGREEMENT

This Security Deposit Pledge Agreement (this "Agreement") is made and entered into as of April 24, 2014 by and between **Air Harrods Limited**, a company registered in England with number 03165147 and having its registered office at 87-135 Brompton Road, Knightsbridge, London SW1X 7XL, United Kingdom ("**Lessee**") and **HeliFleet 2013-01, LLC**, a limited liability company formed under the laws of the State of Delaware, with its principal place of business at c/o Element Financial Corporation, Brookfield Place – TD Canada Trust Tower, 161 Bay Street, Suite 4600, Toronto, Ontario, M5J 2S1 Canada (together with its successors and assigns, if any, "**Lessor**")

In consideration of, and as an inducement for Lessor (i) to lease to Lessee certain equipment under the Aircraft Lease Agreement, dated as of February 10, 2005 as novated by that certain Lease Novation Agreement among AVN Air, LLC, EFN Capital Corp and Lessee dated 19 December, 2013 and that certain Lease Novation Agreement among EFN Capital Corp, Lessor and Lessee dated as of the date hereof (the novated Aircraft Lease Agreement and all Schedules thereto being referred to as the "**Air Harrods #1 Lease**"), and to secure the payment and performance of all of Lessee's obligations under the Air Harrods #1 Lease and (ii) to secure the payment and performance of all of the Lessee's obligations under that certain Aircraft Lease Agreement, dated as of October 31, 2007 as assigned and assumed by that certain Lease Assignment and Assumption Agreement among AVN Air, LLC, EFN Capital Corp and Lessee dated 19 December, 2013 and that certain Lease Assignment and Assumption Agreement among EFN Capital Corp, Lessor and Lessee dated as of the date hereof (the assigned and assumed Aircraft Lease Agreement and all Schedules thereto being referred to as the "**Air Harrods Lease #2**") (the Air Harrods #1 Lease and the Air Harrods Lease #2 shall hereinafter collectively be referred to as the "**Leases**"), Lessee hereby deposits and pledges to Lessor the sum of **Two Million and 00/100 United States Dollars (\$2,000,000.00)** (the "**Collateral**"), such pledge to be upon the terms and conditions set forth below

1 Lessee delivers the Collateral to Lessor to secure Lessee's performance of its obligations under the Leases, including, but not limited to, the timely payment of Rent,

2 The Collateral deposited with Lessor will not accrue interest Lessor may commingle the Collateral with its other funds

3 After any default by Lessee under a Lease and while the same is continuing, upon, or at any time after said default, Lessor may apply the Collateral towards the satisfaction of Lessee's obligations under such Lease and the payment of all costs and expenses incurred by Lessor as a result of such default, including but not limited to, costs of repossessing equipment and attorneys' fees Such application shall not excuse the performance at the time and in the manner prescribed of any obligation of Lessee or cure a default of Lessee Upon the application by Lessor of any amount of the Collateral pursuant to the terms of this paragraph, Lessee shall be obligated to immediately pay to Lessor an amount sufficient to cause the Collateral to equal the amount first set forth above

4 Lessor shall have no duty to first commence an action against or seek recourse from Lessee, in the event of a default under a Lease, before enforcing the provisions of, and proceedings under the provisions of this Agreement The obligations of Lessee under this Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released or discharged or in any way affected by

- (a) any amendment or modification of or supplement to such Lease,
- (b) any exercise or non-exercise of any right, remedy or privilege under or in respect to this Agreement, either of such Lease, or any other instrument provided for in the Lease, or any waiver, consent, explanation, indulgence or actions or inaction with respect to any such instrument, or
- (c) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or similar proceeding of Lessee

5 Upon the termination or expiration of the Air Harrods #1 Lease and the satisfaction of all of the obligations of Lessee thereunder, Lessor shall deliver to Lessee the Collateral (less any portion of same cashed, sold, assigned or delivered pursuant to and under the conditions specified in paragraph 3 hereof), and this Agreement shall thereupon be without further effect


6 Lessor may, following written notice to, but without the consent of, Lessee assign this Agreement Lessee agrees that if Lessee receives written notice of an assignment from Lessor, Lessee will pay all amounts due hereunder to such assignee or as instructed by Lessor Lessee also agrees to confirm in writing receipt of the notice of assignment as may be reasonably requested by assignee Lessee hereby waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim which Lessee has or may at any time have against Lessor for any reason whatsoever

7 Lessor and Lessee agree that the choice-of-law and jurisdiction provisions as set forth in the Air Harrods #1 Lease shall govern this Agreement

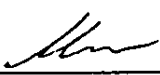
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a deed and delivered on the date first above written

EXECUTED and DELIVERED as a DEED
on behalf of AIR HARRODS LIMITED by
in the presence of

) 
)
) Name PAUL NORTON
) Title Director

Signature of witness
Name of witness
Address



Nicholas Turner

58 King Edwards Road

South Woodham Ferrers

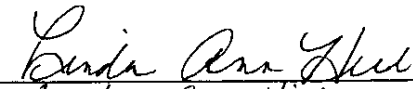
Essex CM3 5PQ

EXECUTED and DELIVERED as a DEED
on behalf of HELIFLEET 2013-01, LLC by
WELLS FARGO DELAWARE TRUST
COMPANY, NATIONAL ASSOCIATION, as
trustee on behalf of EFN CAPITAL
HELICOPTER TRUST, as Member
in the presence of



Name
Title Tracy M. McLamb
Vice President

Signature of witness
Name of witness
Address



Linda Ann Hill
919 N Market St, Ste 1600
Wilmington, DE 19801