

MR01

Particulars of a charge



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

102120 113

☒ **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
an instrument Use form MR08

SATURDAY



A13 *A2D0E2U0* 20/07/2013 #100
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 0 3 7 7 6 0 3 4
Company name in full BOND AIR SERVICES LIMITED

For official use
2 2
→ **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 d1 d5 m0 m7 y2 y0 y1 y3

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 THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT)

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

110 STOB CROSS ROAD, GLASGOW G3 8QQ

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

FOR AND ON BEHALF OF SHEPHERD AND WEDDERBURN LLP

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 CHLOE THOMAS

Company name Shepherd & Wedderburn

Address 191 WEST GEORGE STREET

Post town GLASGOW

County/Region

Postcode G 2 2 L B

Country SCOTLAND

DX GW409 GLASGOW

Telephone 0141 556 7206



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3776034

Charge code: 0377 6034 0022

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2013 and created by BOND AIR SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2013

OK

Given at Companies House, Cardiff on 24th July 2013





SHEPHERD+ WEDDERBURN

*I hereby certify that this
is a true copy of the
original*

[Signature]

BRIAN MACFARLANE

NOTARY PUBLIC

Glasgow 5 July 2013

STANDARD SECURITY

by

BOND AIR SERVICES LIMITED ✓

in favour of

THE ROYAL BANK OF SCOTLAND PLC as Security Agent ✓

Lease of 110 Stobcross Road, Glasgow, G3 8QQ

June 2013

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THIS STANDARD SECURITY is granted by -

- (1) **BOND AIR SERVICES LIMITED** (registered number 03776034) having its registered office at Gloucestershire Airport, Staverton, Cheltenham, Gloucestershire, GL51 6SP (the "Chargor"),

in favour of

- (2) **THE ROYAL BANK OF SCOTLAND PLC** as security agent for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "Security Agent" which expressions shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of and in accordance with the Intercreditor Agreement)

1. Definitions and Interpretation

1 1 Incorporation of definitions

Terms defined in, or whose interpretation or construction is provided for in, the Intercreditor Agreement and the Debenture (including by way of reference to terms defined in or whose interpretation or construction is provided for in any other Secured Debt Document), shall unless otherwise defined in this Standard Security or unless a contrary intention appears, bear the same meaning when used in this Standard Security

1 2 Additional definitions

In this Standard Security

- | | |
|---------------------|--|
| "Debenture" | means the debenture dated 9 May 2013 between the Chargor and each of the other Original Charging Companies (therein defined) and The Royal Bank of Scotland plc as Security Agent as amended from time to time |
| "Enforcement Event" | means |
| | (a) a Senior Facilities Acceleration Event and/or a Senior Notes Acceleration Event, |
| | (b) to the extent that the Parent and the Chargor have, in a written notice to the Security Agent (delivered prior to the occurrence of an Enforcement Event), expressly specified the Permitted Senior Financing Agreement as a Secured Debt Document for the purposes of this Standard Security, a Permitted Senior Financing Acceleration Event in respect of that Permitted Senior Financing Agreement, as applicable, |
| | (c) to the extent that the Parent and the Chargor have, in a written notice to the Security Agent (delivered prior to the occurrence of an Enforcement Event), expressly specified a Senior Parent Notes Indenture as a Secured Debt Document for the purposes of this Standard Security, a Senior Parent Notes Acceleration Event in respect of that Senior Notes Indenture, and/or |
| | (d) to the extent that the Parent and the Chargor have, in a written notice to the Security Agent (delivered prior to the occurrence of an Enforcement Event), expressly specified a Permitted Parent Financing Agreement as a Secured Debt Document for the purposes of this Standard Security, a Permitted Parent Financing Acceleration Event in respect |

of that Permitted Parent Financing Agreement

"Intercreditor Agreement"

means the intercreditor agreement dated 9 May 2013 between, amongst others, the Security Agent, Bond Aviation Group Limited as Parent and Commerzbank Aktiengesellschaft and The Royal Bank of Scotland plc as Original Lenders as amended from time to time

"Property"

means ALL and WHOLE the Chargor's interest as tenant in a Lease between, Scottish Exhibition Centre Limited and Clyde Helicopters Limited dated 20 April 1988 and 21 April 1988 and registered in the Land Register of Scotland under Title Number GLA38114 on 5 May 1988, as said Lease was subsequently amended by Minute of Assignment and Variation of Lease between Scottish Exhibition Centre Limited, Clyde Helicopters Limited, North Denes Aerodrome Limited and Bond Helicopters Limited registered in the Land Register of Scotland under Title Number GLA38114 on 16 September 1999 (the tenant's interest in the said Lease being assigned to the Chargor by virtue of an Assignment by North Denes Aerodrome Limited (with consent of Scottish Exhibition Centre Limited) in favour of the Chargor dated 29 March 2000, 3 April 2000 and 26 April 2000 and registered in the Land Register of Scotland under Title Number GLA38114)

"Secured Obligations"

means, subject always to Clause 1 6 hereof -

- (a) all obligations (whether present or future, actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Chargor or some other person) which the Chargor may at any time owe to the Security Agent, any Receiver or Delegate, any Agent (other than any Senior Parent Notes Trustee or any Creditor Representative), any Senior Arranger (other than any Permitted Senior Financing Arranger, any Permitted Parent Financing Arranger), or any Senior Secured Creditor (other than any Permitted Senior Financing Creditor) arising out of, under or in connection with each and any of the Secured Debt Documents as well as any obligations arising out of, under or in connection with any guarantee given by the Chargor under the Secured Debt Documents,
- (b) all obligations (whether present or future, actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Chargor or some other person) which the Chargor may at any time owe to any other Secured Party ((in each case) which the Parent and the Chargor has, in a written notice to the Security Agent (delivered prior to the occurrence of an Enforcement Event), expressly specified as being a Secured Party for the purposes of this Standard Security) arising out of, under or in connection with each and any Secured Debt Document ((in each case) which the Parent and the Chargor has, in a written notice to the Security Agent (delivered prior to the occurrence of an Enforcement Event), expressly specified as being a Secured Debt Document for the purposes of this Standard Security) as well as any obligations arising out of, under or in connection with any guarantee given by the Chargor to that Secured Party under such Secured Debt Document or, as the case may be,

Secured Debt Documents,

provided that the security constituted by this Standard Security shall not extend to or include any liability or sum which would, but for this proviso, cause such Security to be unlawful or prohibited by any applicable law

"Senior Facilities Agreement" means the senior facilities agreement dated 1 May 2013 between, among others, Bond Aviation Group Limited as the Company, the Senior Lenders, The Royal Bank of Scotland plc as Facility Agent and others as amended from time to time

"Standard Security" means this standard security

1 3 Security trust and intercreditor provisions

1 3 1 The Security Agent holds the benefit of this Standard Security on trust for the Secured Parties in accordance with the Intercreditor Agreement

1 3 2 This Standard Security is granted subject to the terms of the Intercreditor Agreement

1 4 Construction

1 4 1 In this Standard Security

- (i) any reference to the "**Security Agent**", the "**Charging Companies**" or the "**Secured Parties**" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees of their respective interests,
- (ii) references in this Standard Security to any Clause or Schedule shall be to a clause or schedule contained in this Standard Security, and
- (iii) a reference to this Standard Security, the other Secured Debt Documents or any other agreement is a reference to that document or agreement as amended or novated (however fundamentally) and includes any increase in, extension or substitution of or change to any facility or, as applicable, any financing or any other financial accommodation made available under any such document or agreement

1 4 2 Clause headings are for ease of reference only

1 4 3 Words in the singular shall import the plural and *vice versa*

1 5 Words defined in the Companies Act 2006 have the same meanings in this Standard Security

1 6 The Chargor expressly confirms and agrees that the Secured Obligations shall be extended by the provisions of Clause 1 6 of the Debenture save that references therein to the Debenture shall be construed as references to this Standard Security

1 7 The terms of this Standard Security shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Debt Financing Agreements and the Security Agent shall promptly enter into such documentation and/or take such other action as is required by the Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Security Agent entering into such documentation and/or taking such other action at the request of the Chargor pursuant to this Clause 1 7 shall be for the account of the Chargor, subject to Clause 18 6 (*Costs and Expenses*) of the Senior Facilities Agreement or the equivalent provision of any other Debt Financing Agreement.

2. Undertaking to pay

The Chargor undertakes to pay and discharge each of the Secured Obligations strictly in accordance with the terms applicable to the payment and discharge thereof

3. Charge

- 3 1 In security of the payment and discharge of the Secured Obligations, the Chargor, hereby grants a Standard Security in favour of the Security Agent over the Property
- 3 2 The Chargor shall, if requested by the Security Agent, deposit with the Security Agent, such deeds and documents of title relating to the Property as required in terms of the Senior Facilities Agreement and/or the Debenture
- 3 3 If at any time the Chargor notifies the Security Agent that the assets secured by this Standard Security or any provision of this Standard Security has a material adverse effect on the ability of the Chargor to conduct its operations and business in the ordinary course as otherwise permitted by the Debt Financing Agreements (including by way of imposing any restriction or practical limitation on the ability of the Group to enter into leasing, vendor financing, maintenance, insurance or similar or equivalent arrangements otherwise permitted by the terms of the Debt Financing Agreements), the Security Agent shall promptly enter into such documentation as is required by the Chargor in order to release the assets secured by this Standard Security and the other provisions of this Standard Security, provided that any costs and expenses incurred by the Security Agent entering into such documentation at the request of the Chargor pursuant to this Clause 3 3 shall be for the account of the Chargor (subject to Clause 18 6 (*Costs and Expenses*) of the Senior Facilities Agreement or the equivalent provision of any other Debt Financing Agreement)

4. Application of Standard Conditions

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended by the Redemption of Standard Securities (Scotland) Act 1971 (together hereinafter referred to as the "Act"), and any lawful variation thereof operative for the time being (hereinafter referred to as the "Standard Conditions") shall apply as varied in accordance with Clause 5 hereof

5. Variation of Standard Conditions

The Standard Conditions shall be varied in so far as lawful and applicable by the applicable Debt Financing Agreement, the Intercreditor Agreement and the Debenture under declaration that in the event of there being any inconsistency between this Standard Security or the Standard Conditions and the applicable Debt Financing Agreement or the Intercreditor Agreement or the Debenture, the terms of the applicable Debt Financing Agreement or the Intercreditor Agreement or the Debenture, as appropriate, shall prevail

6. Subsequent Security Interests

If the Security Agent (acting in its capacity as Security Agent or otherwise) or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Property or any assignment or transfer of the Property which is prohibited by the terms of this Standard Security or the Debenture or the applicable Debt Financing Agreement, all payments thereafter by or on behalf of the Chargor to the Security Agent (whether in its capacity as Security Agent or otherwise) or any of the other Secured Parties shall be treated as having been credited to a new account of the Chargor and not having been applied in reduction of the Secured Obligations as at the time when the Security Agent received such notice

7. Application of Monies

All monies in respect of the Property received by the Security Agent by reason of the Standard Security shall be applied in or towards discharge of the Secured Obligations in the manner and order of priority in accordance with the terms and conditions of the Intercreditor Agreement.

8. Default

The Chargor will be held to be in default under this Standard Security at any time after the occurrence of an Enforcement Event which is continuing whereupon and without prejudice to all other rights or powers of the Security Agent, the Security Agent shall be entitled to enter into possession of the Property and the Security Agent shall be able to take warrant of summary ejection against the Chargor for the purposes of obtaining such possession

9. Warrandice

The Chargor grants warrandice

10. Registration

The Chargor consents to registration of the Standard Security for execution

IN WITNESS WHEREOF these presents consisting of this and the preceding five pages are executed on behalf of the Chargor as follows

Executed for and on behalf of Bond Air Services Limited

by  Director ☒

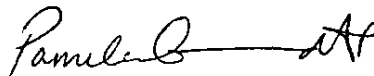
(Signature)

LUIS MIGUEL MORENO-VENTAS Director ☒
(Print Full Name)

on *2/7/13* ☒

at *LONDON* ☒

in the present of

 Witness signature ☒

PAMELA ANN GARRATT Print name ☒

800 GARRATT LANE Address ☒

LONDON SW17 0LZ.