

# M

CHFP025

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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

638012/26

# 395

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

168

Company number

936569

Name of company

CHC Scotia Limited (the **Assignor**)

Date of creation of the charge

18 August 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Assignment of Insurances relating to one (1) Agusta Westland AW139 helicopter with United Kingdom registration mark G-CHCW and msn 31072 dated 18 August 2009 between the Assignor and the Assignee (defined below) (the **Assignment**).

Amount secured by the mortgage or charge

All moneys, liabilities and obligations whatsoever (whether actual or contingent, whether or not for the payment of money and including, without limitation, all moneys, debts, liabilities and all obligations and liabilities to pay damages) which are on the date of the Assignment, or at any time thereafter may be, due, owing, payable or outstanding or expressed to be due, owing, payable or outstanding by the Assignor pursuant to any Transaction Documents to which it is a party together with all costs, charges and expenses incurred by the Assignee and/or Parilease in connection with the presentation or enforcement of its rights under the Transaction Documents (the **Secured Obligations**).

**Note:** Capitalised terms not defined on this page are defined in the M395 Continuation Sheet attached.

Names and addresses of the mortgagees or persons entitled to the charge

Heli-One Leasing Inc. having its registered address at 4740 Agar Drive, Richmond, British Columbia, Canada (the **Assignee**)

Postcode V7B 1A3

Presentor's name address and  
reference (if any):

Denton Wilde Sapte LLP  
One Fleet Place  
London EC4M 7WS  
SZ/MJR/77324.00002

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

TUESDAY



\*L1VICPC\*

LD4

25/08/2009

70

COMPANIES HOUSE

Please return  
via  
CH London Counter

Short particulars of all the property mortgaged or charged

The Assignor, with full title guarantee as security for the full payment and performance of the Secured Obligations assigned and agreed to assign absolutely to the Assignee the Assigned Property including (without limitation) all of the Assignor's rights, title, benefit and interest (present and future) in and to all moneys, proceeds and payments in connection with any of the same, and all other rights and benefits thereby accruing to the Assignor, including (without prejudice to the generality of the foregoing) the right to sue for damages and any returned premiums.

**Negative Pledge**

Pursuant to clause 5.(d) of the Assignment, the Assignor undertook with the Assignee that so long as any Secured Obligation remains outstanding, it will not create or attempt to create or permit to subsist any Encumbrance in respect of the Assigned Property or claims, assets, rights, remedies, benefits and interests thereby assigned both present and future or any part thereof or interest therein or sell, assign, transfer or otherwise dispose of the Assigned Property or attempt or agree to do so.

**Note:** Capitalised terms not defined on this page are defined in the M395 Continuation Sheet

Please do not write in this margin

*Please complete legibly, preferably in black type, or bold block lettering*

Particulars as to commission allowance or discount (note 3)

NIL

Signed DENTON WILDE SAPTE LLP

Date 25 August 2009

*A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)*

On behalf of [company] [mortgagee/chargee]<sup>†</sup>

Notes

<sup>†</sup> delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

\* insert full name  
of company

CHC Scotia Limited (the **Assignor**)

Short particulars of all the property mortgaged or charged (continued)

**Definitions:**

**Aircraft** means one (1) Agusta Westland AW139 helicopter with United Kingdom registration mark G-CHCW and msn 31072, as more particularly described in the Sub-Lease Agreement.

**Assigned Property** means all of the Assignor's rights, title, benefit and interest (present or future) in and to (i) the Insurances and (ii) the Requisition Compensation and references to Assigned Property include references to any part of the Assigned Property.

**CHC** means CHC Helicopter LLC (as successor of CHCI).

**CHCI** means CHC Helicopters International Inc.

**Compulsory Acquisition** means requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Aircraft by any Government Entity or other competent authority, whether de jure or de facto but shall exclude requisition for use or hire not involving requisition of title.

**Deed of Novation** means a head deed of novation made between CHC, the Assignee and Parilease dated 30 December 2008 and as further amended and restated from time to time.

**Encumbrance** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and/or retention arrangements having a similar effect).

**Government Entity** has the meaning give to it in the Master Lease Facility Agreement.

**Insurances** means the insurance proceeds from any and all policies and contracts of insurance and reinsurance (other than the public liability insurance) from time to time taken out or maintained in respect of, or in relation to, the Aircraft in accordance with the Lease Contract.

**Lease Contract** means the Lease Schedule, which incorporates Parts 2 (*Terms of leasing*) and 3 (*General legal provisions*) of the Master Lease Facility Agreement.

**Lease Schedule** means a lease schedule dated 1 June 2007 (as amended and restated from time to time) entered into between CHCI and Parilease as amended and novated to the Assignee by the Deed of Novation.

**Master Lease Facility Agreement** a master lease facility agreement between CHCI and Parilease dated 18 April 2007 as further amended, restated and novated to the Assignee by the Deed of Novation.

**Parilease** means Parilease S.A.S..

**Requisition Compensation** means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Aircraft.

**Sub-Lease Agreement** means an aircraft specific lease agreement 18 August 2009 between the Assignee and the Assignor incorporating the provisions of an aircraft lease general terms agreement dated 23 February 2006 made between CHCI and the Assignor, as amended and transferred to the Assignee pursuant to an assignment and assumption agreement between CHC, the Assignee and the Assignor, dated 30 December 2008.

**Transaction Documents** has the meaning give to it in the Assignment.



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 936569  
CHARGE NO. 168**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES  
DATED 18 AUGUST 2009 AND CREATED BY CHC SCOTIA  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO HELI-ONE LEASING INC. UNDER  
THE TERMS OF THE AFOREMENTIONED INSTRUMENT  
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT  
1985 ON THE 25 AUGUST 2009**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 AUGUST 2009**



*Companies House*  
— for the record —



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