6443951/13

In accordance with Section 860 of the Companies Act 2006

MG01

Particulars of a mortgage or charge

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L14 23/12/2011 #405

COMPANIES HOUSE

A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page.

Please return via CH London Counter

✓ **What this form is for**
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

✗ **What this form is NOT for**
You cannot use this form to register particulars of a charge for a Scottish company To do this, please use form MG01s

For further information, please refer to our guidance at www companieshouse gov uk

1 Company details

For official use: 189

Company number: 0 0 9 3 6 5 6 9

Company name in full: CHC SCOTIA LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation: d 2 d 1 m 1 m 2 y 2 y 0 y 1 y 1

3 Description

Please give a description of the instrument (if any) creating or evidencing the charge, e g 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description: Assignment of Insurances dated 10 March 2011 between CHC Scotia Limited (the **Assignor**) and Parilease S A S (the **Assignee**) relating to one (1) Eurocopter EC225 helicopter with UK registration mark G-JSKN and manufacturer's serial number 2822 (the **Helicopter**) (the **Assignment**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured: 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 at 21 December 2011, or at any time thereafter may be, due, owing, payable or outstanding or expressed to be due, owing, payable or outstanding by Heliworld Leasing Limited pursuant to any Transaction Document to which it is a party (the **Secured Obligations**)

For terms not defined see MG01 Continuation Sheet attached

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

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name	Parilease S A S
Address	41 Avenue, de L'Opera, 75002, Paris, France
Postcode	
Name	
Address	
Postcode	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars	See the MG01 Continuation Sheet attached

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X SNR Denton UK LLP X

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

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name MJH/77324 00007/9266209 01

Company name SNR Denton UK LLP

Address One Fleet Place

Post town London

County/Region Greater London

Postcode E C 4 M 7 W S

Country England

DX DX 242

Telephone +44 (0)20 7242 1212

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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

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

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

In accordance with Section 860 of the Companies Act 2006

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

As a continuing security for the payment, discharge and performance of the Secured Obligations, 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 by way of security 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

Pursuant to clause 5 1(d) of the Assignment the Assignor has undertaken with the Assignee that, so long as the Secured Obligations remain 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 assigned under the Assignment 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 so to do

Definitions

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

Compulsory Acquisition means requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Helicopter 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

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 shall have the meaning given to such term in the Master Lease Facility Agreement

Insurances means the insurance proceeds from any and all policies and contracts of insurance and reinsurance from time to time taken out or maintained in respect of, or in relation to, the Helicopter in accordance with the Master Lease Facility Agreement and the Lease Contract

Lease Contract means the lease schedule dated 21 December 2011 entered into between the Assignee and Heliworld Leasing Limited and as amended from time to time, which incorporates Parts 2 (*Terms of leasing*) and 3 (*General legal provisions*) of the Master Lease Facility Agreement

Master Lease Facility Agreement means the master lease facility agreement between CHC Helicopters (Barbados) Limited and the Assignee dated 11 March 2010 and as amended and restated from time to time

In accordance with Section 860 of the Companies Act 2006

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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

Transaction Documents shall have the meaning given to such term in the Master Lease Facility Agreement

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 936569
CHARGE NO. 189

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES DATED 21 DECEMBER 2011 AND CREATED BY CHC SCOTIA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM HELIWORLD LEASING LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 23 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2012

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Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES