In accordance with Section 872(1)(a) of the Companies Act 2006

MG02

Statement of satisfaction in full or in part of mortgage or charge



V	What this form is for You may use this form to register a statement of satisfaction in full or in part of a mortgage or charge What this form is NOT for You cannot use this form to reg a statement of satisfaction in full or in part of a fixed charge for a company registered in Scotland do this, please use form MG02:	*L0P6M31V* 29/12/2011 #15 COMPANIES HOUSE
1	Company details	For official use
Company number	0 0 9 3 6 5 6 9	Filling in this form
Company name in full	CHC Scotia Limited (the "Company").	Please complete in typescript or in bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Creation of charge	<u>i</u>
Date charge created	$\begin{bmatrix} 0 & 0 & 7 & \begin{bmatrix} m & m & m \\ 1 & 0 & 2 & 0 \end{bmatrix} \begin{bmatrix} y & y \\ 1 & 1 \end{bmatrix}$	You should give a description of
Description 1	The assignment of insurances dated 07 October 2011	the instrument (if any) creating or evidencing the charge,
	between the Company and CHC Leasing (Ireland) Ltd	e g 'Legal charge' 2 The date of registration may be
Date of registration 2	$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	confirmed from the certificate
3	Name and address of chargee(s), or trustee(s) for the debenture holders Please give the name and address of the chargee(s), or trustee(s) for the debenture holders	Continuation page Please use a continuation page if
		you need to enter more details
Name	CHC Leasing (Ireland) Limited	
Address	The Boat House, Bishop Street, Dublin	
	Ireland	
Postcode	D u b 1 1 n 8	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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4	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	The Company hereby assigns and agrees to assign with full title guarantee to the Assignee as a continuing security for the discharge on demand of the Secured Obligations, absolutely and unconditionally, all of its rights, title, benefit and interest (present of future) in and to: (1) any and all policies and contracts of insurance and reinsurance (other than public liability insurance) from time to time taken out or maintained in respect of, or in relation to one (1) AgustaWestland AW139 helicopter with manufacturer's serial number 31295 and United Kingdom registration mark G-SNSB (the "Aircraft"); and (11) all moneys or other compensation from time to time payable in respect of the requisition of title or other compulsory acquisition, requisition, appropriation, expropriation, deprivation or confiscation for any reason of the Aircraft by any Governmental Entity or other competent authority, whether de jure or de facto but shall exclude requisition for use or hire not involving requisition of title. Please see definitions set out in the MGO1 continuation page (Short particulars of all property mortgaged or charged)		
5	Satisfaction of the debt I confirm that the debt for which the charge described above was given has	Please tick one box only	
	been paid or satisfied 1 In full In part		
6	Signature		
	Please sign the form here		
Signature	Signature X Slaice Capthorn. X		
	This form must be signed by a person with an interest in the registration of the charge		

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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 Niall Daws Company name Blake Lapthorn Address Watchmaker Court 33 St John's Street Post town London County/Region Postcode В D Country London

Presenter information

You do not have to give any contact information, but if

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Checklist

02078146934

DX 53323 Clerkenwell

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 completed the charge details in Section 2
- You have completed the name and address of the chargee, or trustee for the debenture holders
- You have completed the short particulars of the property mortgaged or charged
- You have confirmed whether the charge is to be satisfied in full or in part
- You have signed the form

Important information

Please note that all information on this form will appear on the public record

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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 Fountambridge, 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

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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 872(1)(a) of the Companies Act 2006

MG02 - continuation page

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4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Airframe" means the helicopter of the make and model and with the manufacturer's serial number and the registration mark described in the Lease Schedule relating thereto to be purchased by the Lessor pursuant to the Helicopter Purchase Agreement (excluding the Engines or any other engines from time to time installed thereon) and all Parts installed on the Delivery Date, or installed on the Airframe thereafter, or which having been removed therefrom are required by the terms of the Lease Agreement to remain the property of the Lessor subject to the Lease Agreement and the Security Documents, and all replacements, renewals and additions made to the foregoing in accordance with the Lease Agreement

"Delivery" means, in relation to a Helicopter, delivery of that Helicopter from the Lessor to a Lessee pursuant to a Lease Schedule, as evidenced by the delivery of an executed Acceptance Certificate by the relevant Lessee to the Lessor.

"Delivery Date" means, in relation to a Helicopter the date on which Delivery of that Helicopter occurs

"Engines" means (a) the engines installed on the relevant Airframe as at the relevant Delivery Date, or (b) any Suitable Replacement Engine substituted therefore in accordance with the terms of the Lease Agreement (other than as a temporary replacement in accordance with the proviso to clause 11 1(g) (Installation of engines and Parts) of the Lease Agreement, for an engine which had immediately prior to such replacement been an Engine, together with, in each case, all Parts from time to time belonging to, installed on, or appurtenant to the relevant engine.

"Helicopter" means in relation to the Lease Agreement, a Lease Request or a Lease Contract, the Airframe and relevant Engines whether or not any of the Engines may from time to time be installed on the Airframe and where the context permits, references to the Helicopter shall include the Manuals and Technical Records and unless otherwise provided shall mean the Helicopter once whole and any Part thereof.

"Parts" means all rotors, appliances, parts, accessories, instruments, navigational and communications equipment, furnishings, modules, components, auxiliary power units and other items of equipment (other than complete Engines or engines) which are from time to time attached to the Airframe or an Engine or which, having been removed therefrom, remain the property of the Lessor.

"Suitable Replacement Engine" means an engine which is to be installed on an Airframe and which complies with the requirements specified in Clauses 11 1(d) (Replacement of Engines and Parts) and 11 1(e) (Removal of Engines and Parts).

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