

MG01

Particulars of a mortgage or charge

644489/52



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

X What this form is NOT for
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

WEDNESDAY



LD2

"L119AV1M"

25/01/2012

#62

COMPANIES HOUSE

1 Company details

Company number 0 0 9 3 6 5 6 9

Company name in full CHC SCOTIA 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 Date of creation of charge

Date of creation 2 3 0 1 2 0 1 2

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 23 January 2012 between CHC Scotia Limited (the **Assignor**)
and CHC Leasing (Ireland) Limited (the **Assignee**) relating to one (1) Agusta AW 139 helicopter
with UK registration mark G-CGWB and manufacturer's serial number 31209 (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 23 January
2012, 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
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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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

CHC Leasing (Ireland) Limited

Address

Arthur Cox, Earlsfort Court, Earlsfort Terrace, Dublin 2

Ireland

Postcode

Name

Address

Postcode

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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

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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

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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).

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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/70001 00540/9286476
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 NR 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

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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	<p>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</p> <p>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</p> <p>Definitions</p> <p>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</p> <p>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</p> <p>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)</p> <p>Government Entity shall have the meaning given to such term in the Master Lease Facility Agreement</p> <p>Heli-One means Heli-One Leasing Inc</p> <p>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</p> <p>Lease Contract means the lease schedule dated 30 April 2008 originally entered into between RBS and Heli-One, as amended and novated by RBS to the Owner by a deed of novation dated 10 March 2011 between RBS, the Owner and Heli-One and as further amended from time to time, which incorporates Parts 2 (<i>Terms of leasing</i>) and 3 (<i>General legal provisions</i>) of the Master Lease Facility Agreement</p>

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Master Lease Facility Agreement means the master lease facility agreement between CHC Helicopters International Inc (CHCI) (as principal and agent for itself and others) and RBS dated 28 April 2006 (as amended and restated) and as further amended, restated and novated to Heli-One by a head deed of novation made between CHC Helicopter Corporation (as successor of CHCI), Heli-One and RBS dated 24 September 2008 (effective from 15 September 2008) and as amended and transferred by RBS to the Owner by a deed of novation dated 10 March 2011 between RBS, the Owner and Heli-One and as further amended and restated from time to time</p> <p>Owner means Lombard North Central Plc</p> <p>RBS means RBS Aerospace Limited</p> <p>Requisition Compensation means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Helicopter</p> <p>Transaction Documents shall have the meaning given to such term in the Master Lease Facility Agreement</p>



4/c

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. 191

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES
DATED 23 JANUARY 2012 AND CREATED BY CHC SCOTIA
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO CHC LEASING (IRELAND)
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
25 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JANUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES