

MG01

231479/B

Particulars of a mortgage or charge



iris  
LASERFORM

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



**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

FRIDAY



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14/12/2012

#335

COMPANIES HOUSE

1

**Company details**

Company number

0 0 9 3 6 5 6 9

Company name in full

CHC Scotia Limited (the Assignor)

209

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

3 0 1 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 Insurance and Requisition Proceeds dated 30 November 2012 between the Assignor and CHC Helicopters (Barbados) Limited (the Assignee) in respect of one (1) AW-139 aircraft with manufacturer's serial number 31458 and equipped with two (2) Pratt & Whitney PT6C-67C engines (the Aircraft) (the Assignment)

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**Amount secured**

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

Amount secured

- (a) Any and all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever and whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) of any Lessor, any Lessee, any Sub-Lessee (including, without limitation, the Assignor), any CHC Service Provider or any of the Guarantors pursuant to the Transaction Documents, and
- (b) all Other SACE Indebtedness which is now or which may at any other time be due, owing or payable (the Secured Obligations)

**Continuation page**

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

**MG01****Particulars of a mortgage or charge****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

CHC Helicopters (Barbados) Limited

Address

Deighton House, Dayrell's Road at Deighton Road, St Michael

Barbados

Postcode

B B 1 4 0 3 0

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

Under Clause 3 of the Assignment

(a) In order to secure the due payment and performance by the Assignor and the Lessee and/or the Guarantors (as applicable) to the Assignee and by the Assignee to each of the Beneficiaries of the Secured Obligations and the due and punctual performance by the Assignor and the Lessee and/or the Guarantors (as applicable) of all terms, covenants and conditions applicable to the Assignor and the Lessee and/or the Guarantors (as applicable) in any of the Transaction Documents to which the Assignor is a party, the Assignor assigns and agrees to assign by way of security and with full title guarantee the Assigned Property to and in favour of the Assignee

(b) The Lien constituted by the Assignment is and shall remain in full force and effect until the end of the Security Period, whereupon the Assignee will, upon the request of the Assignor (and at the cost and expense of the Assignor), discharge the Lien hereby constituted in respect of the Assigned Property and all filings and registrations (if any) in respect thereof capable of being discharged by the Assignee and will thereby reassign the Assigned Property to the Assignor free and clear of all Assignee Liens

Under Clause 5 of the Assignment

(a) The Assignor covenants that it shall not knowingly do or permit to be done any act or thing which is likely to jeopardise the security interest afforded by the Assignment (save as permitted by the Transaction Documents)

(b) The Assignor covenants and undertakes that it shall not assign or otherwise dispose of or deal with the Assigned Property and shall not create or incur nor shall it agree to or acquiesce in the creation or incurrence by any other person of any Lien (other than Permitted Liens and the Liens created under the Assignment) over any of its rights title, benefit or interest under the Assigned Property or any amounts payable or which may become payable in respect thereof otherwise than as created by the Transaction Documents

[continued on continuation sheet]

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## Particulars of a mortgage or charge

### 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 Nil

### 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 Allen & Overy LLP X

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

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## Particulars of a mortgage or charge



### 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 Daniel Grimwood

Company name Allen & Overy LLP

Address One Bishops Square

Post town

County/Region London

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 020 3088 4428



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>In this form MG01:</p> <p><b>A Shares</b> means the class A shares in the Lessor owned by Leonardo Leasing (7) Trust</p> <p><b>Aircraft</b> means one (1) AgustaWestland AW-139 helicopter bearing manufacturer's serial number 31458, as more particularly defined in the Lease Agreement</p> <p><b>Aircraft Purchase Agreement</b> means the framework agreement between the Manufacturer and CHC Helicopters International Inc dated 31 October 2007 as amended pursuant to a letter of assignment dated 9 July 2008, pursuant to which CHC Helicopters Corporation (as successor in amalgamation with CHC Helicopters International Inc.) assigned all of its rights, title and interest in the said framework agreement to Heli-One Canada Inc., and each purchase agreement entered into between the Manufacturer and Heli-One Canada Inc relating to the Aircraft pursuant thereto.</p> <p><b>Assigned Property</b> means:</p> <p>(a) all of the right, title and interests, present and future, of the Assignor in and to the Insurances, but excluding any Insurance Proceeds in respect of any third party liability (provided always that the Assignment shall not constitute an assignment of any policy of insurance but only of the right to the proceeds thereunder in so far as the same relate to the Aircraft), and</p> <p>(b) all of the right, title and interest, present and future, of the Assignor in and to the Requisition Proceeds</p> <p><b>B Shares</b> means the class B shares in the Lessor owned by the Leonardo Leasing (7) Ltd</p> <p><b>Beneficiaries</b> means each Finance Party and SACE</p> <p><b>Borrower Security Assignment</b> means the borrower security assignment between the Lessor and the Security Trustee dated 30 November 2012.</p> <p><b>Borrower Share Charge</b> means.</p> <p>(a) the share charge entered into in respect of the A Shares between Leonardo Leasing (7) Trust as chargor and the Security Trustee, and</p> <p>(b) the share charge entered into in respect of the B Shares between Leonardo Leasing (7) Ltd as chargor and the Security Trustee.</p> <p><b>CHC Group</b> means CHC TopCo and its Subsidiaries for the time being</p> <p><b>CHC S.A.</b> means CHC Helicopter S.A., a public limited company (société anonyme) incorporated and organised under the laws of The Grand Duchy of Luxembourg</p> <p><b>CHC Service Provider</b> means the Assignor</p>	

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**Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**CHC TopCo** means 6922767 Holding S à r.l. a private limited company incorporated in The Grand Duchy of Luxembourg

**Customer Contract Certificate** means the customer contract certificate between the Assignor and the Assignee dated 7 November 2012

**Customer Payment Directions Letter** means the payment directions letter annexed to the Customer Contract Certificate

**Deed of Application of Proceeds and Priorities** means the deed of application of proceeds and priorities between the Lessor, the Assignee, the Facility Agent, the Security Trustee, the SACE Lender, the Mandated Lead Arrangers, the Guarantors and Leonardo Leasing (7) Ltd dated 6 November 2012

**Deregistration Power of Attorney** means each of

- (a) the irrevocable deregistration power of attorney or deregistration authorisation in favour of the Security Trustee issued by the Assignee;
- (b) the irrevocable deregistration power of attorney or deregistration authorisation in favour of the Security Trustee issued by the Lessor; and
- (c) the irrevocable deregistration power of attorney or deregistration authorisation in favour of the Security Trustee issued by the Assignor

**Facility Agent** means BNP Paribas S.A. as facility agent for the Finance Parties

**Finance Party** means any of the Facility Agent, the Security Trustee, the Mandated Lead Arrangers and the SACE Lender, and **Finance Parties** means all of them

**Financial Indebtedness** means any indebtedness for or in respect of.

- (a) moneys borrowed;
- (b) any debenture, bond, note, loan stock or other security;
- (c) any acceptance credit (including any dematerialised equivalent),
- (d) receivables sold or discounted (otherwise than on a non-recourse basis),
- (e) any redeemable preference shares,
- (f) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession by the party liable where the advance or deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset;

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

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Short particulars

(g) any lease entered into primarily as a method of raising finance or financing the acquisition of the asset leased, provided that for any operating lease the relevant indebtedness shall be the present value of the minimum lease payments under such operating lease,

(h) any currency swap or interest swap, cap or collar arrangements or any other derivative instrument;

(i) any amount raised under any other transaction having the commercial effect of a borrowing or raising of money,

(j) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, and

(k) any guarantee, indemnity or similar assurance against financial loss of any person in respect of any indebtedness specified in any of the above.

**Guarantor** means each of CHC S A and CHC TopCo

**Insurances** means any and all contracts or policies of insurance and reinsurances required to be effected and maintained under the Lease Agreement and all payments made to the Assignor and all claims, rights and remedies of the Assignor relating thereto

**Insurance Proceeds** means any amounts payable in consequence of a claim under any of the Insurances

**Lease Agreement** means the lease of the Aircraft constituted by the terms of the Master Aircraft Lease Facility Agreement dated 6 November 2012 and the Lease Schedule dated 30 November 2012 between the Assignee and the Lessor.

**Lease Schedule** means the lease schedule dated 30 November 2012 between the Assignee and the Lessor

**Lessee** means the Assignee

**Lessee Guarantee** means the guarantee granted by the Guarantors in favour of the Lessor in respect of the Assignee's obligations under the Transaction Documents to which the Assignee is a party dated 30 November 2012

**Lessee Security Assignment** means the lessee security assignment between the Lessor and the Assignee dated 30 November 2012

**Lessor** means Leonardo Helicopter (7) LLC, a limited liability company organised and existing under the laws of Delaware, United States

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Lien means.**

- (a) any lien, mortgage, charge, deed of trust, encumbrance, pledge, hypothecation, attachment, licence, assignment by way of security or security interest, in each case of any kind and howsoever arising (including, without limitation, pursuant to applicable law),
- (b) any other preferential arrangement resulting in a secured transaction or having the same economic or legal effect as any of the foregoing,
- (c) any agreement to give the foregoing,
- (d) any arrangement to prefer one creditor over another creditor, or
- (e) the interest of a vendor or lessor under any instalment sale agreement, conditional sale agreement, lease, hire purchase agreement or other title retention arrangement but in each case excluding any right of set-off, consolidation, merger or combination of accounts arising in favour of a bank by operation of law

**Loan Admission Form** means the loan admission form number 1 signed by the Lessor as borrower in accordance with the terms of the SACE Term Loan Framework Agreement dated 30 November 2012

**Mandated Lead Arrangers** means BGL BNP Paribas S.A. and BNP Paribas S A

**Master Aircraft Lease Facility Agreement** means the master aircraft lease facility agreement relating to the lease of up to two (2) AgustaWestland AW 139 helicopters dated 6 November 2012 between the Lessor, as initial lessor, and the Assignee as initial lessee and as principal and as agent for various companies in the same group as the Assignee

**Manufacturer** means AgustaWestland S p A , a company incorporated under the laws of Italy

**Mortgage** means the English law mortgage granted by the Lessor in favour of the Security Trustee dated 30 November 2012

**Notice of Advance** means the notice of advance from the Lessor to the Facility Agent dated 30 November 2012

**Other Master Aircraft Lease Facility Agreement** means the master aircraft lease facility agreement dated 10 October 2011 between, among others, Leonardo Helicopter (1) LLC as initial borrower and CHC Leasing (Ireland) Limited as a lessee in respect of the Other Aircraft



6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><b>Other SACE Indebtedness</b> means any Financial Indebtedness whether present or future, direct or indirect (other than pursuant to the Transaction Documents) including by way of a direct loan to <u>any member of the CHC Group</u> or pursuant to a lease financing or other financing (including, without limitation, any Financial Indebtedness under the "Transaction Documents" as defined in the Other Master Aircraft Lease Facility Agreement), to which any member of the CHC Group is a party for the financing of any aircraft and which is guaranteed, insured, reinsured, supported or otherwise covered by SACE</p> <p><b>Payment Directions Letter</b> means the payment directions letter entered into between, inter alios, the Security Trustee, the Assignee, the Lessor and the Manufacturer.</p> <p><b>Permitted Liens</b> has the meaning given to it in the Master Aircraft Lease Facility Agreement</p> <p><b>Remarketing Agreement</b> means, either of</p> <p>(a) the remarketing agreement between the Assignee and the Lessor dated 30 November 2012, and</p> <p>(b) the remarketing agreement between the Security Trustee and the Manufacturer dated 30 November 2012</p> <p><b>Requisition Proceeds</b> means any and all amounts (other than Insurance Proceeds) payable in consequence of a requisitioning for title or hire or use of the Aircraft,</p> <p><b>SACE</b> means SACE S.p.A. - Servizi Assicurativi del Commercio Estero, the Italian publicly owned joint stock company (<i>società per azioni</i>) in charge of export credit insurance in Italy and whose undertakings are guaranteed by the Republic of Italy</p> <p><b>SACE Lender</b> means BGL BNP Paribas S.A.</p> <p><b>SACE Term Loan Framework Agreement</b> means the master SACE term loan framework agreement dated 6 November 2012 between the Lessor, as borrower, the SACE Lender, the Facility Agent, the Mandated Lead Arrangers and the Security Trustee</p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><b>Security Document means</b></p> <ul style="list-style-type: none"> <li>(a) Mortgage,</li> <li>(b) Borrower Security Assignment;</li> <li>(c) Lessee Security Assignment;</li> <li>(d) Lessee Guarantee,</li> <li>(e) the Assignment,</li> <li>(f) the Subordination Deed,</li> <li>(g) each Deregistration Power of Attorney;</li> <li>(h) each Borrower Share Charge,</li> <li>(i) Customer Payment Directions Letter,</li> <li>(j) Customer Contract Certificate,</li> <li>(k) any notice, acknowledgement, consent or agreement provided in respect of any of the above documents, and</li> <li>(l) any other document designated as such in writing by the Assignee and the Security Trustee.</li> </ul> <p><b>Security Period</b> means the period commencing on 30 November 2012 and terminating on the date upon which all of the Secured Obligations have been irrevocably and unconditionally discharged in full</p> <p><b>Security Trustee</b> means BNP Paribas S A , as security trustee and agent for the Finance Parties</p> <p><b>Sub-Lease Agreement</b> means the aircraft specific lease agreement dated 30 November 2012, incorporating the provisions of an aircraft lease general terms agreement dated 19 December 2011</p> <p><b>Sub-Lessee</b> means the Assignor</p> <p><b>Subordination Deed</b> means the deed of subordination between, the Assignee, the Lessor and the Assignor dated 30 November 2012</p>	

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><b>Subsidiary</b> means with respect to</p> <ul style="list-style-type: none"> <li>(a) a person incorporated outside England and Wales, any company or entity directly or indirectly controlled by such person, and for this purpose control means either ownership of more than 50% of the voting share capital (or equivalent rights of ownership) of such company or entity or the power to direct its policies and management whether by contract or otherwise; and</li> <li>(b) a person incorporated in England and Wales</li> <li>(i) a subsidiary within the meaning of section 1159 Companies Act 2006, and</li> <li>(ii) a subsidiary undertaking within the meaning of section 1166 Companies Act 2006.</li> </ul> <p><b>Transaction Documents</b> means.</p> <ul style="list-style-type: none"> <li>(a) the Master Aircraft Lease Facility Agreement;</li> <li>(b) the Lease Agreement and Lease Schedule,</li> <li>(c) the Aircraft Purchase Agreement,</li> <li>(d) the Transfer Agreement;</li> <li>(e) the Deed of Application of Proceeds and Priorities;</li> <li>(f) each Security Document relating to the Aircraft,</li> <li>(g) the SACE Term Loan Framework Agreement and the Loan Admission Form;</li> <li>(h) the Sub-Lease Agreement,</li> <li>(i) the Notice of Advance,</li> <li>(j) the Remarketing Agreement relating to the Aircraft,</li> <li>(k) the Payment Directions Letter relating to the Aircraft,</li> <li>(l) the Subordination Deed, and</li> <li>(m) any other document, instrument or agreement to which the Assignee or Lessee is a party and which is agreed in writing by the Assignee, the Security Trustee and the Lessee to be a Transaction Document,</li> </ul> <p>and <b>Transaction Document</b> means any of them.</p> <p><b>Transfer Agreement</b> means the transfer agreement between the Manufacturer, Heli-One Canada Inc , CHC Helicopter Holdings S a r.l and the Lessor</p>	

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Particulars of a mortgage or charge

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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars



## **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. 209**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCE  
AND REQUISITION PROCEEDS DATED 30 NOVEMBER 2012 AND  
CREATED BY CHC SCOTIA LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM ANY LESSOR, ANY  
LESSEE, ANY SUB-LESSEE, ANY CHC SERVICE PROVIDER OR  
ANY OF THE GUARANTORS AND ALL MONIES DUE OR TO  
BECOME DUE TO ANY MEMBER OF THE CHC GROUP 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 14 DECEMBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 DECEMBER  
2012

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**Companies House**



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