

638618/13

In accordance with  
Section 860 of the  
Companies Act 2006.

MG01

## Particulars of a mortgage or charge



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



LD4 23/10/2009 171  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>		For official use
Company number	9	3	6
Company name in full	CHC Scotia Limited (the <b>Assignor</b> )		
<p>→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *</p>			
<b>2</b>	<b>Date of creation of charge</b>		
Date of creation	d	1	3
	m	1	0
	y	2	0
	y	0	9
<b>3</b>	<b>Description</b>		
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 13 October 2009 made between the Assignor and CHC Helicopters (Barbados) Limited (the <b>Assignee</b> ) in relation to one (1) Eurocopter AS332L2 helicopter with United Kingdom registration mark G-CHCI and msn 2395 (the <b>Aircraft</b> ) (the <b>Assignment</b> ).		
<b>4</b>	<b>Amount secured</b>		
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 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 Document to which it is a party, together with all costs, charges and expenses incurred by the Assignee and/or RBS in connection with the preservation or enforcement of its rights under the Transaction Documents ( <b>Secured Obligations</b> ).		
For terms not defined see MG01 Continuation Page.			
Please return via CH London Counter		<p><b>Continuation page</b> Please use a continuation page if you need to enter more details.</p>	

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## Particulars of a mortgage or charge

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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 Helicopters (Barbados) Limited
Address	Deighton House, Dayrells Road at Deighton Road, St Michael, Barbados
Postcode	B B 1 4 0 3 0
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	<p>See the MG01 Continuation Sheet attached.</p> <p>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 <u>Assigned Property</u>.</p> <p><b>Negative Pledge</b></p> <p>The Assignor has undertaken not to create or attempt to create or permit any Encumbrance in respect of the Assigned Property or claims, assets, rights, remedies, benefits and interests thereby assigned on or after the date of the Assignment 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>
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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>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:</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p> <p>NIL</p>	
<b>8</b>	<b>Delivery of instrument</b>	
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X Denton Wilde Sapte LLP X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

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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 **SZ/MJH/70001.00029/8622083**

Company name **Denton Wilde Sapte 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 **020 7246 7418**



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS.  
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)**

# MG01 - continuation page

## Particulars of a mortgage or charge

6	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p><b>Definitions</b></p> <p><b>Assigned Property</b> means all of the Assignor's rights, title, benefit and interest (present of future) in and to (i) the <u>Insurances</u> and (ii) the <u>Requisition Compensation</u> and references to Assigned Property include references to any part of the Assigned Property.</p> <p><b>Compulsory Acquisition</b> means 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. 93</p> <p><b>Encumbrance</b> 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 arrangement having a similar effect).</p> <p><b>Governmental Entity</b> has the meaning given to it in the Master Lease Facility Agreement.</p> <p><b>Insurances</b> 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.</p> <p><b>Lease Contract</b> means the Lease Schedule, which incorporates Parts 2 (<i>Terms of leasing</i>) and 3 (<i>General legal provisions</i>) of the Master Lease Facility Agreement.</p> <p><b>Lease Schedule</b> means a lease schedule dated 13 October 2009 (as amended and restated from time to time) entered into between RBS and the Assignor.</p> <p><b>Master Lease Facility Agreement</b> means a master lease facility agreement made between RBS and CHC Helicopters International Inc. (<b>CHCI</b>) dated 28 April 2006, as amended and restated by a deed of amendment and restatement dated 28 December 2006 and a deed of amendment and restatement dated 5 December 2007 and a deed of novation dated 24 September 2008 between RBS, CHC Helicopter Corporation (as successor of CHCI), The Royal Bank of Scotland plc and Heli-One Leasing Inc. and as further amended and restated from time to time.</p> <p><b>RBS</b> means RBS Aerospace Limited.</p> <p><b>Requisition Compensation</b> means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Aircraft.</p> <p><b>Transaction Documents</b> has the meaning given to it in the Master Lease Facility Agreement.</p>

CHFP000  
10/09 Version 2.0



## **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. 169

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES  
DATED 13 OCTOBER 2009 AND CREATED BY CHC SCOTIA  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO CHC HELICOPTERS  
(BARBADOS) LIMITED AND/OR RBS 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 OCTOBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 OCTOBER  
2009

*L. C. Selo.*



Companies House  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES