

# MG01

## Particulars of a mortgage or charge

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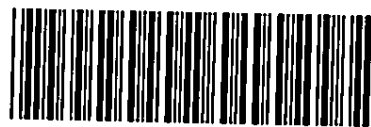


A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **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 on a  
company. To do this, please use  
form MG01s

MONDAY



A02 \*A0VVKJVV\* 166  
10/05/2010  
COMPANIES HOUSE

### 1 Company details

Company number 0 0 9 3 6 5 6 9

Company name in full CHC Scotia Limited (the **Assignor**)

174 For official use

→ **Filing 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 28 04 2010

### 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 An assignment of insurances relating to one (1) EC 225 helicopter with MSN 2745 entered into  
by the Assignor and CHC Helicopters (Barbados) Limited (the **Assignee**) on 28 April 2010 (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 are at 28 April  
2010, 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 the Lessor in  
connection with the preservation or enforcement of its rights under  
the Transaction Documents (the **Secured Obligations**)

**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

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

**Continuation page**

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

**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

Pursuant to Clause 4 1 of the Assignment, 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 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 4 2 of the Assignment, upon payment, discharge and performance in full to the satisfaction of the Assignee of all the Secured Obligations, the Assignee shall, at the request and cost of the Assignor and subject to obtaining the prior written consent of the Lessor, re-assign the Assigned Property to the Assignor or to the Assignor's order, provided however that if the Assignee reasonably believes that any liquidator, administrator or similar officer of the Assignor could be entitled to reclaim or recover any moneys paid to the Assignee in payment or discharge of the Secured Obligations, the Assignee may delay such re-assignment until such time as, in the Assignee's reasonable opinion, such liquidator, administrator or similar officer is no longer so entitled

**Negative Pledge**

Pursuant to clause 5 1(d) of the Assignment, the Assignor undertook with the Assignee that, so long as any Secured Obligation remains 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 at 28 April 2010 and in the 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

The Assignment and the security created thereby shall be held by the Assignee as a continuing security for the payment, discharge and performance of the Secured Obligations, and the securities, covenants and provisions contained in the Assignment shall remain in force as continuing securities notwithstanding any settlement of account or any other act, event or matter whatsoever, except only the execution by the Assignee under seal of an absolute and

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <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> 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	
<b>8</b>	<b>Delivery of instrument</b>  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 866)  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 870) 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)	
<b>9</b>  Signature	<b>Signature</b>  Please sign the form here  <div style="border: 1px solid black; padding: 5px;">           Signature  <i>X Denton Noble Scott LLP X</i> </div>  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	JRXP/MJH/44331 00074
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 7635



### 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)

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="355 398 1038 427">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="355 454 1476 750">The security so created shall not be satisfied by any intermediate payment or satisfaction of any part of the Secured Obligations, shall be in addition to, and shall not in any way be prejudiced or affected by, any collateral or other security held at 28 April 2010 or thereafter by the Assignee for all or any part of the Secured Obligations. Every power and remedy given to the Assignee under the Assignment shall be in addition to, and not a limitation of, any and every other power or remedy vested in the Assignee, and all the powers so vested in the Assignee may be exercised from time to time and as often as the Assignee may deem expedient. No delay or omission of the Assignee in the exercise of any right or power vested in it under the Assignment shall impair such right or power or be construed as a waiver of or an acquiescence in any default by the Assignor.</p> <p data-bbox="355 842 501 871"><b><u>Definitions</u></b></p> <p data-bbox="355 902 1430 931">Any term used herein and not defined shall have the meaning given to it in the Assignment</p> <p data-bbox="355 963 1430 1050"><b>Assigned Property</b> 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 data-bbox="355 1081 1476 1200"><b>Compulsory Acquisition</b> 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 data-bbox="355 1232 1430 1350"><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 arrangements having a similar effect)</p> <p data-bbox="355 1382 1476 1440"><b>Helicopter</b> means the EC 225 helicopter with msn 2745 and United Kingdom registration mark G-CHCJ together with two (2) Turbomeca Makila 2A1 engines</p> <p data-bbox="355 1471 1476 1588"><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 Helicopter in accordance with the Lease Contract</p> <p data-bbox="355 1619 1449 1680"><b>Lease Agreement</b> means the master lease facility agreement dated 11 March 2010 entered into between the Assignee and the Lessor</p> <p data-bbox="355 1711 1461 1856"><b>Lease Contract</b> means an agreement entered into, or to be entered into, incorporating the terms and conditions of Parts 2 (<i>Terms of Leasing</i>) and 3 (<i>General legal provisions</i>) of the Lease Agreement and a Lease Schedule and made between the lessee named in that Lease Schedule and Parlease S A S for the leasing of the Helicopter described in such Lease Schedule</p> <p data-bbox="355 1888 1437 1977"><b>Lease Schedule</b> means in relation to a Helicopter, the schedule substantially in the form of schedule 4 of the Lease Agreement and entered into between Parlease and the relevant lessee for that Helicopter</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="357 398 1038 427">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="357 454 1410 544"><b>Lessor</b> means Parlease S A S a company incorporated under the laws of France as a "Société par Actions Simplifiée" with registered number 339320392 and whose registered office is at 41, Avenue de l'Opéra 75002 Paris, France</p> <p data-bbox="357 573 1398 633"><b>Requisition Compensation</b> means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Helicopter</p> <p data-bbox="357 663 1469 960"><b>Transaction Documents</b> means each Lease Schedule, the Helicopter Purchase Agreement, each Sale Agreement, each Novation Agreement, each Sub-Lease Agreement, each Security Document, each Manufacturer Support Agreement, each Power-by-Hour Contract, the ECA Loan Agreement, each TEG Letter, each Remarketing Agreement, each Junior Loan Agreement, the DAPP, the Fee Letters, each Bill of Sale, each CHC Bill of Sale, the Air Traffic Control Letter, the Name Plates Installation Confirmation, the Payment Directions Letter, the BNPP Letter of Undertaking, all notices, consents certificates and other documents and agreements issued or concluded or, as the case may be, to be issued or concluded pursuant to any of the foregoing agreements and any other document designated as a "Transaction Document" by Parlease and any lessee</p>



## **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. 174**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES  
DATED 28 APRIL 2010 AND CREATED BY CHC SCOTIA LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO CHC HELICOPTERS (BARBADOS) LIMITED  
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 10 MAY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 MAY 2010**



**Companies House**  
— for the record —

DX  
5A



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