

641911/26

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

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

☐ **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

TUESDAY



LD4

09/11/2010

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COMPANIES HOUSE

<b>1</b>	<b>Company details</b>		For official use 1799
Company number	0	0	9
Company name in full	CHC Scotia Limited (the <b>Assignor</b> )		
<p>→ <b>Filing 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	m	y
	2	6	1
			0
			2
			0
			1
			0
<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	An assignment of insurances relating to one (1) EC225 helicopter with manufacturer's serial number 2773 dated 26 October 2010 between the Assignor and CHC Leasing (Ireland) Limited (previously known as Justinvale Limited) (the <b>Assignee</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 at 26 October 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 <b>Secured Obligations</b> )		
			<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>

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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 (previously known as Justinvale Limited)

Address

Unit 4, Block E, Shannon Business Park, Shannon, 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

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 (as at 26 October 2010 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(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 both as at 26 October 2010 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

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

See the MG01 Continuation Sheet attached

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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 <i>SNR Denton UK LLP</i> 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

CEH/MJH/44331 00077

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

020 7246 7357



### 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	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>unconditional release of the security created by the Assignment and the reassignment of the Assigned Property to the Assignor or such other person as the Assignor may direct. 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 26 October 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><b>Definitions</b></p> <p>Capitalised terms and expressions used herein shall, unless the context otherwise requires or unless otherwise defined herein, have the respective meanings given to them in the Assignment (including definitions incorporated therein by cross-reference to other documents).</p> <p><b>Assigned Property</b> means all of the Assignor's rights, title, benefit and interest (as at 26 October 2010 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><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><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><b>Government Entity</b> means and includes (whether having a distinct legal personality or not) (a) any national government, political sub-division thereof, or local jurisdiction therein, (b) any board, commission, department, division, organ, instrumentality, court or agency of any entity referred to in (a) above, however constituted, and (c) any association, organisation or institution (international or otherwise) of which any entity mentioned in (a) or (b) above is a member, to whose jurisdiction any entity thereof is subject or in whose activities any entity thereof is a participant.</p> <p><b>Helicopter</b> means the Eurocopter EC225 helicopter with manufacturer's serial number 2773 and United Kingdom registration mark G-LCAS together with two (2) Turbomeca Makila 2A1 engines.</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 Helicopter in accordance with the Lease Contract.</p> <p><b>Lease Agreement</b> means the master lease facility agreement dated 11 March 2010 entered into between CHC Helicopters (Barbados) Limited (<b>CHCB</b>) and the Lessor and as acceded to by the Assignee pursuant to an accession deed dated 21 October 2010 between CHCB and the Assignee.</p>	

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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><b>Lease Contract</b> means an agreement 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 Assignee and the Lessor for the leasing of the Helicopter</p> <p><b>Lease Schedule</b> means in relation to the Helicopter, the schedule substantially in the form of Schedule 4 of the Lease Agreement and entered into between the Lessor and the Assignee</p> <p><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><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><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 Admission Form, 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 the Lessor 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. 179

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ASSIGNMENT OF INSURANCES  
DATED 26 OCTOBER 2010 AND CREATED BY CHC SCOTIA  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO CHC LEASING (IRELAND)  
LIMITED (PREVIOUSLY KNOWN AS JUSTINVALE 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 9 NOVEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER  
2010

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES