



Registration of a Charge

Company name: **CHC SCOTIA LIMITED**

Company number: **00936569**

Received for Electronic Filing: **30/10/2014**



X3JM0UKP

Details of Charge

Date of creation: **24/10/2014**

Charge code: **0093 6569 0233**

Persons entitled: **CHC HELICOPTERS (BARBADOS) SRL**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BLAKE MORGAN LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 936569

Charge code: 0093 6569 0233

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th October 2014 and created by CHC SCOTIA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2014 .

Given at Companies House, Cardiff on 31st October 2014

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Date: 24 October 2014

(1) **CHC Scotia Limited**

(Assignor)

(2) **CHC Helicopters (Barbados) SRL**

(Assignee)

Assignment of Insurances

relating to

One (1) AgustaWestland AW139 helicopter with manufacturer's serial number 31295 and United Kingdom registration mark G-SNSB

CONTENTS

1	Interpretation	3
2	Covenant to Pay	5
3	Assignment	5
4	Negative Pledge	6
5	Further assurance	7
6	Representation and Warranty	7
7	Undertakings by the Assignor	7
8	Enforcement of Security	8
9	Power of Attorney	9
10	Protection of purchasers	10
11	Currency	10
12	Notices	10
13	Remedies cumulative etc.	10
14	Provisions severable	11
15	Third Party Rights of Enforcement	11
16	Governing Law and Jurisdiction	11
17	Transfers	12
18	Counterparts	12

THIS ASSIGNMENT OF INSURANCES is made by way of Deed on 24 October 2014

BETWEEN:

- (1) **CHC Scotia Limited**, a company incorporated in England and Wales (registered number 00936569), whose registered office is at Northwest Wing, Bush House, Aldwych, London WC2B 4EZ (the **Assignor**); and
- (2) **CHC Helicopters (Barbados) SRL**, a company incorporated under the laws of Barbados as a society with restricted liability (SRL) and having its registered office at Deighton House, Dayrell's Road at Deighton Road, St. Michael, Barbados BB14030 (the **Assignee**).

RECITALS:

- (A) By a lease schedule dated 29 April 2010 between CHC Helicopters (Barbados) Limited (**CHCB**), as lessee, and AE Helicopter (3) Limited, as lessor (the **Lessor**), incorporating the terms and provisions of a lease terms agreement in the form set out in Schedule 4 to the participation agreement dated 28 January 2010 between, inter alia, the CHCB (as lessee and guarantor) and Export Development Canada (as lender and security trustee) and as amended, restated and acceded to from time to time (as amended, varied, supplemented, restated, substituted and novated from time to time) (the **Lease Agreement**), the Lessor has agreed to lease the Aircraft to the CHCB pursuant to the terms and conditions set out therein.
- (B) By a head lease deed of novation dated on or about the date hereof CHCB, amongst other things, novated all of its future covenants, undertakings, rights, benefits and obligations in and to the Lease Agreement to the Assignee.
- (C) By an aircraft specific lease agreement dated 19 December 2011 between CHCB, as sub-lessor and the Assignor, as sub-lessee, incorporating the provisions of an aircraft lease general terms agreement dated 19 December 2011 between CHCB and the Assignor, CHCB agreed to sub-lease the Aircraft to the Assignor pursuant to the terms and conditions set out therein (together, the **Sub-Lease Agreement**).
- (D) By a sub-lease deed of novation dated on or about the date hereof CHCB, amongst other things, novated all of its future covenants, undertakings, rights, benefits and obligations in and to the Sub-Lease Agreement to the Assignee.
- (E) It is a condition of the Sub-Lease Agreement that the Assignor enters into this Deed.

THIS DEED WITNESSES as follows:

1 INTERPRETATION

DEFINITIONS

- 1.1 In this Deed words and expressions defined in the Lease Agreement (a receipt of a copy of which is hereby acknowledged by the Assignor), shall, unless otherwise defined below, bear the same meanings when used in this Deed and the following words and expressions have

the meanings respectively shown opposite below, in each case unless the context otherwise requires:

Aircraft means one (1) AgustaWestland AW139 helicopter registered at the United Kingdom Civil Aviation Authority with registration mark G-SNSB, including the airframe bearing manufacturer's serial number 31295 and the two (2) Pratt & Whitney PT6C-67C engines bearing serial numbers PCE-KB0657 and PCE-KB0683 and all appurtenant equipment and parts installed thereon.

Assigned Property means all of the Assignor's rights, title, benefit and interest (present or future) in and to (i) the Insurances and/or (ii) the Requisition Compensation and references to Assigned Property include references to any part of the Assigned Property.

Compulsory Acquisition 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.

Facility Agreement means the facility agreement dated 28 January 2010 made between the Export Development Canada (as lender), AE Helicopter (1) Limited (as original borrower) and Export Development Canada (as security trustee), as amended, varied, supplemented, restated, substituted and novated from time to time.

Finance Parties shall have the same meaning given to it in the Facility Agreement.

Insurance Broker means Willis Aerospace Canada of Suite 1500, 1095 West Pender Street, Vancouver, BC V6E 2M6, Canada or any other entity acting as broker in respect of the Insurances for the Assignor from time to time in accordance with the Lease Agreement.

Insurance Proceeds means all proceeds of claims made under the Insurances and all other amounts payable to the Assignor under or in respect of the Insurances, including damages for breach and return of premium.

Insurances means any and all policies and contracts of insurance and reinsurance (other than 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 Agreement and the Sub-Lease Agreement.

Requisition Compensation means all moneys or other compensation from time to time payable in respect of the Compulsory Acquisition of the Aircraft.

Secured Obligations means the actual, contingent, present and/or future obligations and liabilities, which the Assignor owes to the Assignee under or pursuant to (i) the Sub-Lease Agreement, (ii) any other Transaction Documents to which it is a party and (iii) this Deed.

Security Period means the period from the date of this Deed until such time that all the Secured Obligations have been full discharged in accordance with Clause 2.1.

Security means a mortgage, charge, pledge, lien, hypothecation, assignment by way of security, title retention arrangement or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 In this Deed:

- 1.2.1 references to Clauses and Schedules are to be construed as references to the Clauses, and Schedules to, this Deed, references to sub-Clauses shall unless otherwise specifically stated be construed as references to the sub-Clauses of the Clause in which the reference appears and references to this Deed include its Schedules;
- 1.2.2 references to this Deed (or to any specified provisions of this Deed) or any other document shall be construed as references to this Deed, that provision or that document as in force for the time being and as amended , varied, supplemented, restated, substituted and novated from time to time in accordance with its terms, or, as the case may be, with the agreement of the relevant parties;
- 1.2.3 references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof;
- 1.2.4 references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- 1.2.5 the words **other** and **otherwise** shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible; and
- 1.2.6 the words **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

2 COVENANT TO PAY

- 2.1 The Assignor covenants with the Assignee that the Assignor will promptly pay, discharge and perform 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 now, or at any time hereafter may be, due, owing, payable or outstanding or expressed to be due, owing, payable or outstanding by the Assignor pursuant to any obligations secured hereunder.

3 ASSIGNMENT

- 3.1 The Assignor hereby assigns and agrees to assign with full title guarantee absolutely to the Assignee as a continuing security for the discharge on demand of the Secured Obligations, all the Assignor's right, title, benefit and interest present and future in and to the Assigned Property whether now in existence or to be entered into at any time during the Security

Period including, without limitation, all sums payable thereunder provided that, if the Secured Obligations shall be unconditionally and irrevocably performed, paid and discharged in full, the Assignee shall at the request and cost of the Assignor and subject always to Clause 3.4.2, reassign, without recourse or warranty, such right, title and beneficial interest as the Assignee then has in the Assigned Property to the Assignor.

- 3.2 This Deed does not constitute an assignment of any policies representing the Insurances but only the right, title, benefit and interest in the Insurance Proceeds and only insofar as the same relate to the Aircraft.
- 3.3 Any Requisition Compensation or Insurance Proceeds received by the Assignee pursuant to the assignment set forth in Clause 3.1 shall be applied in accordance with the terms of the Participation Agreement.
- 3.4 The security constituted by or pursuant to this Deed shall:
 - 3.4.1 be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Assignee may at any time hold in respect of any of the Secured Obligations and it is hereby declared that no prior security held by the Assignee over the Assigned Property or any part thereof shall merge in the security created hereby or pursuant hereto; and
 - 3.4.2 remain in full force and effect as a continuing security until discharged by the Assignee in accordance with Clause 3.1 **PROVIDED THAT** any such discharge shall be conditional upon no security, disposition or payment to the Assignee by the Assignor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatsoever and if such condition shall not be fulfilled, the Assignee shall be entitled to enforce this Deed subsequently as if such discharge had not occurred and any such payment not been made.
- 3.5 For the avoidance of doubt, notwithstanding the terms of this Deed, the Assignee shall not have any obligation or liability under any of the agreements or arrangements constituting the Assigned Property by reason of the assignment to:
 - 3.5.1 perform any of the obligations or duties of the Assignor thereunder;
 - 3.5.2 make any payment thereunder;
 - 3.5.3 present or file any claim or take any other action to collect or enforce any claim for the payment of any sum payable thereunder; or
 - 3.5.4 make any enquiries as to the nature or sufficiency of any payments received by it by virtue of this Deed.

4 NEGATIVE PLEDGE

The Assignor hereby covenants that, so long as the Secured Obligations remain outstanding it shall not dispose of the Assigned Property nor shall it agree or purport to create or permit to subsist any Security whether in any such case ranking in priority to or *pari passu* with or

after the assignments hereby created or any other security created by this Deed save to the extent permitted or required under the Sub-Lease Agreement.

5 FURTHER ASSURANCE

The Assignor shall from time to time, at the request of the Assignee and at the Assignor's cost, execute in favour of the Assignee, or as it may direct, such further or other legal assignments, transfers, mortgages, charges or other documents as in any such case the Assignee shall stipulate in respect of the Assigned Property for the purpose of more effectively providing security to the Assignee for the payment or discharge of the Secured Obligations. Without prejudice to the generality of the foregoing, such assignments, transfers, mortgages, charges or other documents shall be in such form as the Assignee shall stipulate and may contain provisions such as are herein contained or provisions to the like effect and/or such other provisions of whatsoever kind as the Assignee shall consider requisite for the improvement or perfection of the security constituted by or pursuant to this Deed. The obligations of the Assignor under this Clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

6 REPRESENTATION AND WARRANTY

The Assigned Property is in the Assignor's beneficial ownership and is not held as trustee or subject to any Security or to any rights of third parties (other than the security hereby created).

7 UNDERTAKINGS BY THE ASSIGNOR

- 7.1 The Assignor hereby undertakes with the Assignee that forthwith upon the execution of this Deed it shall serve a notice (substantially in the form set out in Schedule 1 (*Form of Notice in Respect of Assigned Property*)) on the Insurance Broker and shall use all reasonable endeavours to (i) ensure that the Insurance Broker delivers such notice to the insurer and (ii) procure that the Insurance Broker or the insurer executes, or procures the execution of by the insurer, and delivers, or procures the delivery of by the insurer, an acknowledgement in the form set out in such notice.
- 7.2 The Assignor hereby undertakes with the Assignee that it will at all times while there shall subsist any security constituted by or pursuant to this Deed:
 - 7.2.1 promptly and diligently perform the obligations on its part contained in any of the agreements or arrangements constituting the Assigned Property, notify the Assignee of any default by itself or of any other party thereto, as the case may be, under any of the agreements or arrangements constituting the Assigned Property and institute and maintain all such proceedings as may be necessary or expedient to preserve or protect the interest of the Assignee in the Assigned Property;
 - 7.2.2 not, without the prior written consent of the Assignee, except in the ordinary course of renewing the Insurances or where approval is required in an emergency or where the safety of the Aircraft may be at risk:

- (a) make or consent to any modification, amendment, suspension, cancellation or termination of any of the agreements or arrangements constituting the Assigned Property; or
 - (b) make or agree to any claim that any of the agreements or arrangements constituting the Assigned Property are frustrated; or
 - (c) consent or agree to any waiver or release of any obligation of any party (other than itself) under any of the agreements or arrangements constituting the Assigned Property;
- 7.2.3 not do or cause or permit to be done anything which may in any material way depreciate, jeopardise or otherwise prejudice the value of the security hereby given;
- 7.2.4 promptly inform the Assignee of any claim (which is equal to or in excess of the Damage Notification Threshold) or notice relating to the Assigned Property received from any other party and all other material matters relevant thereto; and
- 7.2.5 pay and indemnify the Assignee within three (3) Business Days of demand against all existing and future taxes, duties, fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which now or at any time during the continuance of the security constituted by or pursuant to this Deed are properly payable in respect of the Assigned Property or any part thereof and from the date two (2) Business Days following the date the Assignor receives the demand therefore to the date of reimbursement by the Assignor to the Assignee, such payments will be paid together with interest thereon at the Relevant Rate of Interest.
- 7.3 If any such sums as are referred to in sub-Clause 7.2.5 of Clause 7.2 above shall be paid by the Assignee the same shall be reimbursed by the Assignor to the Assignee on demand.

8 ENFORCEMENT OF SECURITY

- 8.1 The security constituted by this Deed shall become immediately enforceable upon the occurrence of an Event of Default which is continuing and in respect of which the Assignee has served a notice on the Assignor of the occurrence of such Event of Default and the Assignee shall be entitled to put into force and exercise all the powers and remedies possessed by it according to law as assignee by way of security of the Assigned Property (without prejudice to its other rights, contractual or otherwise, under any other Transaction Document to which it is a party to)) as and when it may see fit, and in particular:
 - 8.1.1 to recover and collect, pursuant to all powers, remedies, rights and privileges of the Assignor in respect of the Assigned Property, to give a good receipt therefor on behalf of the Assignor and to permit the brokers through whom collection or recovery of any Insurance Proceeds forming part of the Assigned Property is effected to charge and retain the usual brokerage therefor;

- 8.1.2 to take over or institute all such proceedings in connection with all or any of the Assigned Property as the Assignee, in its absolute discretion, thinks fit, and to discharge, compound, release or compromise all or any of the Assigned Property or claims in respect thereof;
- 8.1.3 to take possession of and/or, subject to any terms of the Insurances restricting assignment thereof, to sell all or any of the Assigned Property, by public auction or private contract, at any place in the world, with or without advertisement or notice to the Assignor, for cash or on credit and otherwise upon such terms as the Assignee in its absolute discretion may determine;
- 8.1.4 to set-off any monies comprised in the Assigned Property against any of the Secured Obligations; and
- 8.1.5 to implement any contracts included in the Assigned Property, or to agree with any other party thereto to determine the same on such terms and conditions as the Assignee and such party may agree.

9 POWER OF ATTORNEY

- 9.1 The Assignor hereby as security for the discharge of the Secured Obligations irrevocably appoints the following, namely:
 - 9.1.1 the Assignee;
 - 9.1.2 the Lessor; and
 - 9.1.3 each and every person to whom the Assignee shall from time to time have delegated the exercise of the power of attorney conferred by this Clause,
 - 9.1.4 jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Assignor by or pursuant to this Deed (including but not limited to the obligations of the Assignor under Clause 5 above and the statutory covenant referred to in such Clause), for carrying any sale or other dealing by the Assignee into effect, for getting in the Assigned Property, and generally for enabling the Assignee to exercise the respective powers conferred on them by or pursuant to this Deed or by law. The Assignee shall have full power to delegate the power conferred on it by this Clause, but no such delegation shall preclude the subsequent exercise of such power by the Assignee itself or preclude the Assignee from making a subsequent delegation thereof to some other person; any such delegation may be revoked by the Assignee at any time.
- 9.2 The power of attorney hereby granted is as regards the Assignee and its delegates (and as the Assignor hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Deed to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

10 PROTECTION OF PURCHASERS

No purchaser or other person dealing with the Assignee or its delegate appointed hereunder shall be bound to see or inquire whether the right of the Assignee to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Assignee shall have lapsed for any reason or been revoked.

11 CURRENCY

For the purpose of or pending the discharge of any of the Secured Obligations the Assignee may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this Clause) from their existing currency of denomination into any other currency at such rate or rates of exchange and at such time as the Assignee thinks fit.

12 NOTICES

The notice provisions in the Sub-Lease Agreement shall be deemed to be incorporated, *mutatis mutandis*, into this Deed.

13 REMEDIES CUMULATIVE ETC.

- 13.1 The rights, powers and remedies provided in this Deed are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law or otherwise.
- 13.2 No failure on the part of the Assignee to exercise, or delay on its part in exercising, any of its respective rights, powers and remedies provided by this Deed or by law (collectively the **Rights**) shall operate as a waiver thereof, nor shall any single or partial waiver of any of the Rights preclude any further or other exercise of that one of the Rights concerned or the exercise of any other of the Rights.
- 13.3 The Assignor hereby agrees to indemnify the Assignee within three (3) Business Days of demand against all losses, actions, claims, costs, charges, expenses and liabilities incurred by the Assignee (including any substitute delegate attorney as aforesaid) in relation to this Deed or the Secured Obligations (including, without limitation, the costs, charges and expenses incurred in the carrying of this Deed into effect or in the exercise of any of the rights, remedies and powers conferred hereby or in the perfection or enforcement of the security constituted hereby or pursuant hereto or in the perfection or enforcement of any other security for or guarantee in respect of the Secured Obligations) or occasioned by any breach by the Assignor of any of its covenants or obligations under this Deed. The Assignor shall so indemnify the Assignee within three (3) Business Days of demand and shall pay interest on the sum demanded at the Relevant Rate of interest within two (2) Business Days of demand following the date the Assignor receives the demand therefore to the date of reimbursement by the Assignor to the Assignee and pay sum so demanded together with any interest, shall be a charge upon the Assigned Property in addition to the moneys hereby secured. Recourse by the Assignee under this indemnity is limited to amounts received by the Assignor under any of the agreements or arrangements constituting the Assigned Property, save in the case that the Assignor has received amounts due under any of the

agreements or arrangements constituting the Assigned Property and failed to pay the amounts due to the Assignee pursuant to this Deed and save in the case where the Assignee is in breach of any of its undertakings or obligations under this Deed.

14 PROVISIONS SEVERABLE

14.1 Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

14.2 Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

15 THIRD PARTY RIGHTS OF ENFORCEMENT

The parties do not intend that at any term of this Deed shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed other than by any of the Finance Parties, the successors or assignees of the Assignee, whether immediate or derivative, or in accordance with the provisions of Clause 9.

16 GOVERNING LAW AND JURISDICTION

16.1 Governing Law

This Deed and any non-contractual obligations arising out of or in connection with this Deed shall be governed by and construed in accordance with English Law.

16.2 Jurisdiction

16.2.1 The Courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").

16.2.2 The Assignor and the Assignee agree that the courts of England are the most appropriate and convenient Courts to settle Disputes and accordingly neither the Assignor nor the Assignee shall argue to the contrary.

16.2.3 This Clause 16.2 is for the benefit of the Assignee only. As a result, the Assignee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Assignee may take concurrent proceedings in any number of jurisdictions.

16.2.4 The Assignor hereby agrees for the benefit of the Assignee and without prejudice to the right of the Assignee to take proceedings in relation hereto before any other court of competent jurisdiction, that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding that may arise out of or in connection with this Deed and for such purposes irrevocably submits to the jurisdiction of such courts and appoints Blake Morgan LLP of Watchmaker Court,

33 St John's Lane, London EC1M 4DB (Attention: David Daws) to act as its agent for the service of process in England. If, for any reason, any agent appointed by the Assignor no longer serves as agent of the Assignor to receive service of process in England, the Assignor shall promptly appoint another such agent acceptable to the Assignee and advise the Assignee thereof.

17 TRANSFERS

17.1 This Deed shall be binding upon the Assignor and its successors in title and shall enure for the benefit of the Assignee and its successors in title and the expression of the Assignee wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Assignee, who shall be entitled to enforce and proceed with this Deed in the same as if named herein. The Assignor acknowledges that the Assignee will further assign the benefit of, *inter alia*, this Deed to the Lessor and agrees to execute any acknowledgment of such further assignment as the Lessor may require.

17.2 The Assignor may not assign any of its rights or transfer or purport to transfer any of its obligations hereunder.

18 COUNTERPARTS

This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

IN WITNESS whereof the Assignor has executed and delivered this Deed as a deed the day and year first before written.

Schedule 1

FORM OF NOTICE IN RESPECT OF ASSIGNED PROPERTY

To: **Willis Aerospace Canada**
1500-1095 West Pender Street
Vancouver
British Columbia
V6E 2M6
Canada

Dated:

One (1) AgustaWestland AW139 helicopter bearing manufacturer's serial number 31295 and United Kingdom registration mark G-SNSB (the Aircraft)

1. We refer to the assignment of insurances dated on or about the date hereof between CHC Helicopters (Barbados) SRL (the **Assignee**) and CHC Scotia Limited (the **Assignor**) in relation to the Aircraft (the **Assignment of Insurances**), a copy of which is enclosed.
2. All terms defined in the Assignment of Insurances, including terms incorporated by reference, shall have the same meaning when used in this notice.
3. The Assignor hereby gives you notice that by the Assignment of Insurances, the Assignor has assigned to the Assignee all of its right, title and interest in, to and under the Assigned Property.
4. All moneys payable by you under the Assigned Property shall be paid as directed by the Assignee.
5. For the avoidance of doubt we hereby confirm that the loss payee in respect of any Total Loss of the Aircraft will at all times be the Lessor.
6. Terms not defined herein shall bear the same meaning given to such terms in the Assignment of Insurances.
7. Please confirm receipt of this notice via email in line with your standard procedures.

Yours faithfully

.....
for and on behalf
CHC Helicopters (Barbados) SRL

.....
for and on behalf
CHC Scotia Limited

SIGNATURE PAGE

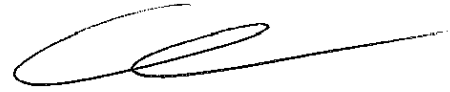
Executed as a Deed by

as attorney for

CHC SCOTIA LIMITED

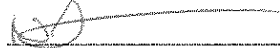
under a power of attorney dated *17 October* 2014 in
the presence of:

Chris Knott



Attorney-in-fact

Witness signature



Name

(in block capitals)

Niall Jones

Address

BLAKE 
MORGAN
Watchmaker Court, 33 St John's Lane
London EC1M 4DB
DX 53323 Clerkenwell
Tel: +44 (0)20 7405 2000
Fax: +44 (0)20 7814 9421

Occupation

Paralegal

Executed as a Deed by

CHC Helicopters (Barbados) SRL

and signed by

Chris Knott

being a person(s) who in accordance with the laws of
Barbados is/are acting under the authority of the
company, in the presence of:



Attorney-in-fact

Witness signature



Name

(in block capitals)

Niall Jones

Address

BLAKE 
MORGAN
Watchmaker Court, 33 St John's Lane
London EC1M 4DB
DX 53323 Clerkenwell
Tel: +44 (0)20 7405 2000
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Occupation

Paralegal