



**Registration of a Charge**

Company Name: **BABCOCK MISSION CRITICAL SERVICES OFFSHORE LIMITED**

Company Number: **04278474**



Received for filing in Electronic Format on the: **27/05/2021**

XA5CQS3N

**Details of Charge**

Date of creation: **20/05/2021**

Charge code: **0427 8474 0054**

Persons entitled: **VERTICAL AVIATION NO 2 LIMITED**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFFORD CHANCE LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 4278474

Charge code: 0427 8474 0054

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th May 2021 and created by BABCOCK MISSION CRITICAL SERVICES OFFSHORE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th May 2021 .

Given at Companies House, Cardiff on 28th May 2021

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**

BABCOCK MISSION CRITICAL SERVICES OFFSHORE LIMITED  
AS ASSIGNOR

AND

VERTICAL AVIATION NO 2 LIMITED  
AS ASSIGNEE

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SUBLEASE SECURITY ASSIGNMENT  
RELATING TO ONE (1) AIRBUS HELICOPTERS H175  
MODEL AIRCRAFT BEARING MANUFACTURER'S  
SERIAL NUMBER 5028

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**THIS DEED OF ASSIGNMENT** (this "**Assignment**") is made on 20 May 2021

**BETWEEN**

- (1) **BABCOCK MISSION CRITICAL SERVICES OFFSHORE LIMITED**, a limited liability company having its registered office at 33 Wigmore Street, London, England W1U 1QX (the "**Assignor**"); and
- (2) **VERTICAL AVIATION NO 2 LIMITED**, a limited liability company having its registered office at Minerva House 2nd Floor, Simmonscourt Road Balls Bridge, Dublin 4, Ireland (the "**Assignee**").

**BACKGROUND:**

- (A) Pursuant to an aircraft lease agreement dated 28 September 2017 between the Assignee as lessor and the Assignor as lessee, as supplemented, amended and novated from time to time, relating to one (1) Airbus Helicopters H175 model aircraft bearing manufacturer's serial number 5028 and two (2) Pratt & Whitney model PT6C 67E engines bearing manufacturer's serial numbers PCE-KE0061 and PCE-KE0062 (the "**Aircraft**") (the "**Lease Agreement**"), Assignor agreed to lease from Assignee the Aircraft.
- (B) Pursuant to the terms of the Helicopter sublease agreement dated 28 September 2017, between the Assignor as sublessor and Babcock Offshore Services Australasia Pty Ltd as sublessee (the "**Sublessee**") (the "**Sublease Agreement**"), the Assignor has agreed, on and subject to the terms and conditions of the Sublease Agreement, to sublease the Aircraft to the Sublessee.
- (C) Pursuant to the terms of the Lease Agreement, it is a condition to the Assignor's right to sublease the Aircraft to the Sublessee that the Assignor enters into this Assignment in favour of the Assignee.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Assignment, unless otherwise defined herein, capitalised words and expressions shall have the respective meanings given to them in the Lease Agreement. In addition, the following capitalised words and expressions shall have the following respective meanings when used herein:

"**Act**" means the Law of Property Act 1925 of the United Kingdom.

"**Collateral**" means all of the rights, title, benefits, claims and interest, present and future, actual and contingent, of the Assignor (in any capacity) in, to, under or in respect of:

- (a) the Sublease Agreement; and

- (b) each International Interest arising at any time in the Aircraft, the Airframe or the Engines under the Sublease Agreement or otherwise,

including, without limitation, (i) all rights of the Assignor to give and receive any document, report, certificate, notice, communication, request, consent, authorisation or waiver in respect of any matter thereunder, (ii) all rights of the Assignor to exercise any of the discretions vested in it thereunder or to make requests, enquiries, demands or determinations (including as to the satisfactoriness of any matter) in respect of any matters thereunder, (iii) all rights of the Assignor in respect of all moneys of whatsoever nature paid or payable to the Assignor thereunder, (iv) all rights of the Assignor to compel performance of obligations thereunder or in relation thereto, (v) all rights of the Assignor in consequence of any default (howsoever described) or any other event which entitles the Assignor to accelerate the obligations of any person thereunder or terminate the leasing of the Aircraft thereunder, (vi) all claims for damages in respect of any breach thereof and (vii) all other proceeds relating to or arising from any of the above and all cash and other property at any time and from time to time receivable or distributable in respect of or in exchange therefor.

**"Receiver"** means any receiver or receiver and manager or administrative receiver appointed by the Assignee hereunder or under any statutory power.

**"Relevant Action"** means the giving, taking, granting, exercise, requiring or making of any amendment, waiver, variation, opinion, determination (whether of satisfaction or otherwise), consent, approval, veto, termination, request, invitation, acceptance, rejection, option or other action.

**"Requisition Proceeds"** means all moneys or other compensation from time to time paid or payable to the Assignor in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of the Aircraft.

**"Secured Obligations"** means any and all moneys, liabilities and obligations (whether actual or contingent, whether existing on the date of this Assignment or hereafter arising, whether or not for the payment of money and including, without limitation, (i) the Lessee's Obligations and (ii) all of the obligations, liabilities and agreements now existing or hereafter arising under any Lease Document by any Affiliate of Lessee or Permitted Sublessee (including but not limited to Sublessee) whether or not the Assignor is personally liable for the same and whether or not any recourse may be had with respect thereto against the Assignor and/or its assets.

## 1.2 Interpretation

Unless a contrary indication appears any reference to:

- 1.2.1 the "Assignor", the "Assignee" or any other person shall be construed so as to include any of their respective successors in title and, subject to the terms of this Assignment, permitted assigns and permitted transferees;
- 1.2.2 the "Sublease Agreement" or any other agreement or instrument is a reference to the "Sublease Agreement" or other agreement or instrument as the same may from time to time be amended, modified, supplemented, novated, clarified or substituted;

- 1.2.3 Clauses and Schedules are, unless otherwise specified, references to Clauses of and Schedules to this Assignment;
- 1.2.4 a "person" or "persons" or to words importing persons includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, Governmental Authority, joint venture or consortium or partnership (whether or not having separate legal personality);
- 1.2.5 a "law" or "regulation" include common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, rule, statute, treaty or other legislative measure in any applicable jurisdiction or any directive, regulation, request or requirement, or official or judicial interpretation of any of the foregoing, in each case having the force of law;
- 1.2.6 any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefor;
- 1.2.7 the words "including" and similar words and terms shall not be construed as limiting and shall mean "including without limitation"; and
- 1.2.8 Clause and other headings are for ease of reference only and shall not affect the interpretation of this Assignment.

### **1.3 Third Party Rights**

Subject to clause 18.4 (*Confidentiality*) of the Lease Agreement, a person who is not a party to this Assignment has no right under the Contracts (Rights of Third Parties) Act 1999 of the United Kingdom to enforce or to enjoy the benefit of any term of this Assignment.

## **2. COVENANT TO PAY**

The Assignor covenants with the Assignee to discharge each of the Secured Obligations on their due date in accordance with their respective terms. The Assignor hereby acknowledges to the Assignee that the amount secured by this Assignment and in respect of which this Assignment and the security hereby created is enforceable is the full amount of the Secured Obligations for the time being and from time to time and confirms that the property hereby assigned and charged is so assigned and charged for the full payment, performance and discharge of the Secured Obligations for the time being and from time to time.

## **3. SECURITY**

### **3.1 Assignment and Charge**

The Assignor, with full title guarantee, hereby assigns absolutely, and agrees to assign absolutely, the Collateral to and in favour of the Assignee and, as security for the prompt payment and performance of the Secured Obligations, hereby charges the Collateral by way of first fixed charge to and in favour of the Assignee.

### 3.2 Release

Upon the Assignee being satisfied that the Secured Obligations have been irrevocably paid or discharged in full insofar as they relate to the Aircraft and the Lease Documents and provided no Event of Default has occurred and is continuing, the Assignee shall, subject to Clause 7.8 (*Avoidance of Payments*), at the request and cost of the Assignor, and without recourse to, or any representation or warranty by, the Assignee, discharge, release and reassign the Collateral to the Assignor and execute such documents and instruments as the Assignor may reasonably request to give effect to such discharge, release and reassignment.

## 4. REPRESENTATIONS AND COVENANTS

### 4.1 Representations

The Assignor represents and warrants to the Assignee that it is the sole legal and beneficial owner of the Collateral free and clear of all Liens save as created by this Assignment and has not sold or disposed of or granted any interest in or rights in respect of any of its right, title and interest, in the Collateral.

### 4.2 Covenants

The Assignor hereby covenants and undertakes to the Assignee that:

- 4.2.1 it shall on the date hereof execute and deliver a notice of assignment and charge to the Sublessee in the form set out in Schedule 1 (*Notice of Assignment and Charge to the Sublessee*) and shall procure that the Sublessee shall execute and deliver to the Assignee an acknowledgement of assignment and charge in the form set out in Schedule 2 (*Acknowledgement of Assignment and Charge by the Sublessee*);
- 4.2.2 it shall execute and deliver a notice of assignment and charge (in form and substance satisfactory to Assignee) in respect of any Requisition Proceeds to any relevant Governmental Authority or other person reasonably selected by the Assignee upon any requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure being effected in relation to the Aircraft, the Airframe, any Engine, any Rotor Blade, the APU, any Rotor Component or Part and shall use reasonable efforts to procure that such Governmental Authority or such other person executes and delivers to the Assignee an acknowledgement of such assignment and charge in a form reasonably satisfactory to the Assignee;
- 4.2.3 it shall give notice of the assignment and charge specified in Clause 3.1 (*Assignment and Charge*) in respect of any other part of the Collateral not specifically referenced in this Clause 4.2 to any relevant person reasonably requested by the Assignee from time to time and to use reasonable efforts to procure that such person executes and delivers to the Assignee an acknowledgement of such assignment and charge in a form reasonably satisfactory to the Assignee;



- 4.2.4 it shall not sell, assign, pledge, sell, charge or otherwise create any Lien over, or knowingly consent to the creation of any Lien over, any of its rights, title, benefits, claims and interest in, to, under or in respect of the Collateral or any proceeds thereof to anyone other than the Assignee pursuant to this Assignment;
- 4.2.5 it shall not knowingly do anything which may in any way jeopardise or otherwise prejudice the Liens constituted hereby or the rights of the Assignee hereunder;
- 4.2.6 it shall not, except as directed by the Assignee or with the previous consent in writing of the Assignee release any insurer, debtor or obligor in respect of the Collateral from any of its obligations or waive any breach of any insurer, debtor or obligor of its obligations in respect of the Collateral or otherwise do any act, matter or thing which may prejudice the rights of the Assignee in the Collateral;
- 4.2.7 it shall not, without the prior written consent of the Assignee (which shall not be unreasonably withheld or delayed unless an Event of Default has occurred), amend, restate, modify or supplement or agree to amend, restate, modify or supplement the terms of the Sublease Agreement, agree to any variation of any of the Collateral or any of the terms of the Sublease Agreement or release any party thereto from its, or waive any breach of any party's obligations under the Collateral or consent to any act or omission which would otherwise constitute a breach of the Sublease Agreement in relation to the Collateral;
- 4.2.8 it shall without prejudice to the relevant provisions of the other Lease Documents, not, except with the prior consent in writing of the Assignee (such consent not to be unreasonably withheld unless an Event of Default has occurred) take any Relevant Action with respect to the Collateral, or knowingly exercise or otherwise knowingly do any act, matter or thing which may jeopardise or prejudice the rights of the Assignee in the Collateral or the Assignee hereunder; and
- 4.2.9 it shall not exercise any right of set-off, counterclaim or defence against the Assignee or with respect to the Collateral.

## **5. SECURITY ENFORCEMENT**

### **5.1 Exercise of Remedies**

Upon the occurrence of an Event of Default and at all times thereafter, provided that the same is continuing, the Assignee shall be entitled as and when it may see fit, without notice or demand, to exercise in relation to the Collateral all or any of the rights, powers and remedies conferred upon assignees, mortgagees, chargees, trustees and secured parties by applicable law and/or conferred on the Assignee by virtue of this Assignment and in particular (without limiting the generality of the foregoing) to:

- 5.1.1 secure and perfect its title to all or any part of the Collateral (including transferring the same into the name of the Assignee or its nominee(s)) or

otherwise exercise in relation to the Collateral all the rights of an absolute owner; and/or

- 5.1.2 enforce all or any part of the security constituted by this Assignment (at the times, in the manner and on the terms it thinks fit in its absolute discretion) and appropriate, hold, sell, or otherwise dispose of all or any part of the Collateral (at the time, in the manner and on the terms it thinks fit in its absolute discretion); and/or
- 5.1.3 whether or not it has appointed a Receiver (as defined below), exercise all or any of the powers, authorisations and discretions conferred by the Act (as varied or extended by this Assignment) on chargees and by this Assignment on any Receiver or otherwise conferred by law on chargees or Receivers; and/or
- 5.1.4 collect, recover or compromise, and give good discharge for any moneys paid or payable to the Assignor under or in respect of the Collateral, and enforce (in any way whatsoever including, without limitation, by way of instituting proceedings in the Assignor's name) any rights or claims arising out of or in respect of the Collateral; and/or
- 5.1.5 do all such other acts or things as the Assignee may consider necessary or desirable for the realisation, exercise or enjoyment of the Collateral or any part thereof or incidental or conducive to any of the matters, powers, authorities or discretions conferred on the Assignee under or by virtue of this Assignment or by law; and/or
- 5.1.6 recover from the Assignor on demand all expenses incurred or paid by the Assignee in connection with the exercise of the powers referred to in this Clause 5.1.

## **5.2 Certificate**

A certificate in writing by an officer or agent of the Assignee that the power of sale or disposal has arisen and is exercisable shall be conclusive evidence of that fact, in favour of a purchaser of all or any part of the Collateral.

## **5.3 Mortgagee's liability**

Neither the Assignee nor any Receiver will be liable to account as mortgagee or mortgagee in possession in respect of the Collateral or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with the Collateral for which a mortgagee or mortgagee in possession might as such be liable.

## **5.4 Consideration**

The receipt of the Assignee or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or disposal of any of the Collateral or making any acquisition, the Assignee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

## 5.5 Protection of Purchasers

No purchaser or other person dealing with the Assignee or any Receiver shall be bound to inquire whether the right of the Assignee or any Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Assignee or any Receiver in such dealings.

## 5.6 Discretions

Any liberty or power which may be exercised or any determination which may be made under this Assignment by the Assignee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

## 5.7 Extension and Variation of the Law of Property Act

5.7.1 The power of sale or other disposal conferred on the Assignee and on any Receiver by this Assignment shall operate as a variation and extension of the statutory power of sale under Section 101 of the Act and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Assignment.

5.7.2 The restrictions contained in Sections 93 and 103 of the Act shall not apply to this Assignment or to the exercise by the Assignee of its right to consolidate all or any of the security created by or pursuant to this Assignment with any other security in existence at any time or to its (or any Receiver's) power of sale, which powers may be exercised by the Assignee (or any Receiver) without notice to the Assignor on or at any time after the occurrence of an Event of Default which is continuing.

# 6. RECEIVERS

## 6.1 Appointment and Removal

At any time after the security created by this Assignment becomes enforceable in accordance with Clause 5 (*Security Enforcement*), the Assignee may by deed or otherwise, without prior notice to the Assignor:

- 6.1.1 appoint one or more persons to be a receiver (a "**Receiver**") of the whole or any part of the Collateral;
- 6.1.2 appoint one or more Receivers of separate parts of the Collateral;
- 6.1.3 remove (so far as it is lawfully able) any Receiver so appointed; and
- 6.1.4 appoint another person(s) as an additional or replacement Receiver(s).

## 6.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 6.1 (*Appointment and Removal*) will be:

- 6.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;
- 6.2.2 for all purposes deemed to be the agent of the Assignor who shall be liable for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Assignee or any assignee of Assignee; and
- 6.2.3 entitled to remuneration for his services at a rate to be fixed by the Assignee from time to time (without being limited to the maximum rate specified by the Act).

### **6.3 Statutory Powers of Appointment**

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Assignee under the Act (as extended by this Assignment) or otherwise and such powers shall remain exercisable from time to time by the Assignee in respect of any part of the Collateral.

### **6.4 Powers of Receivers**

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Assignor) have and be entitled to exercise, in relation to the Collateral in respect of which he was appointed, and as varied and extended by the provisions of this Assignment (in the name of or on behalf of the Assignor or in his own name and, in each case, at the cost of the Assignor):

- 6.4.1 all the powers conferred by the Act on mortgagors and on mortgagees in possession and on receivers appointed under the Act;
- 6.4.2 all the powers of an administrative receiver set out in Schedule 1 (*Notice of Assignment and charge to the Sublessee*) to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 6.4.3 all the powers and rights of an absolute owner and power to do or omit to do anything which the Assignor itself could do or omit to do;
- 6.4.4 the power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Assignment (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Receiver itself; and
- 6.4.5 the power to do all things (including bringing or defending proceedings in the name or on behalf of the Assignor) which seem to the Receiver to be incidental or conducive to:
  - (a) any of the functions, powers, authorities or discretions conferred on or vested in him;

- (b) the exercise of any of the rights, powers and remedies of the Assignee provided by this Assignment or by law (including realisation of all or any part of the Collateral); or
- (c) bringing to his hands any assets of the Assignor forming part of, or which when got in would be, the Collateral.

## **7. EFFECTIVENESS OF COLLATERAL**

### **7.1 Collateral Cumulative**

The collateral constituted by this Assignment and the rights, powers and remedies of the Assignee provided by this Assignment or by law shall be cumulative, in addition to and independent of every other security which the Assignee may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by the Assignee over the whole or any part of the Collateral shall merge into the collateral constituted by this Assignment.

### **7.2 No Waiver**

No waiver by the Assignee of any of its rights under this Assignment shall be effective unless given in writing. No failure to exercise, nor any delay in exercising, on the part of the Assignee, any right or remedy under this Assignment shall operate as a waiver of any such right or remedy or constitute an election to affirm this Assignment. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy of the Assignee. The rights and remedies are cumulative and not exclusive of any rights or remedies provided by law.

### **7.3 Illegality, Invalidity, Unenforceability**

If, at any time, any provision of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Assignment nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

### **7.4 No liability**

None of the Assignee or any Receiver appointed pursuant to this Assignment shall be liable by reason of (a) taking any action permitted by this Assignment, (b) any neglect or default in connection with the Collateral or (c) the taking possession or realisation of all or any part of the Collateral, except in the case of gross negligence or wilful default upon its part.

### **7.5 Implied Covenants for Title**

7.5.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 of the United Kingdom will not extend to Clause 3.1 (*Assignment and Charge*).

- 7.5.2 It shall be implied in respect of Clause 3.1 (*Assignment and Charge*) that the Assignor is assigning the Collateral free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment) other than Permitted Liens.

## **7.6 Continuing security**

- 7.6.1 The security from time to time constituted by this Assignment is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Assignee.
- 7.6.2 No part of the security from time to time constituted by this Assignment will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

## **7.7 Immediate recourse**

The Assignor waives any right it may have of first requiring the Assignee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Assignor under this Assignment. This waiver applies irrespective of any law or any provision of this Assignment to the contrary.

## **7.8 Avoidance of Payments**

Notwithstanding Clause 3.2 (*Release*) if the Assignee considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Assignor under this Assignment and the security constituted by this Assignment shall continue and that amount shall not be considered to have been irrevocably paid.

## **7.9 Non-competition**

Until the irrevocable discharge of the Secured Obligations, the Assignor will not exercise any rights which it may have by reason of performance by it of its obligations under this Assignment:

- 7.9.1 to be indemnified by any person; and/or
- 7.9.2 to claim any contribution from any guarantor of any person's obligations under this Assignment or any other document; and/or
- 7.9.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Assignee under this Assignment or under any other guarantee or other document or security taken pursuant to, or in connection with, this Assignment or the Lease Agreement by the Assignee.

## **7.10 Waiver of defences**

The obligations of the Assignor under this Assignment and the security constituted by this Assignment will not be affected by any act, omission, matter or thing which, but for this Clause 7.10, would reduce, release or prejudice any of its obligations under

this Assignment or the security constituted by this Assignment and whether or not known to the Assignee including:

- 7.10.1 any time, waiver or consent granted to, or composition with, any person;
- 7.10.2 the release of any person under the terms of any composition or arrangement with any creditor of any person;
- 7.10.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person or any non-presentment or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any other security;
- 7.10.4 any incapacity or lack of powers, authority or legal personality of or dissolution or change in the members or status of, any person;
- 7.10.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document or security including without limitation any amendment, variation, waiver or release of any of the Secured Obligations;
- 7.10.6 any unenforceability, illegality or invalidity of any obligation of any person under any document or security; or
- 7.10.7 any insolvency or similar proceedings.

#### **7.11 Continuing Obligations**

Notwithstanding anything herein contained, the Assignor shall remain liable with respect to the Collateral to perform all the obligations assumed by it under or in connection therewith and the Assignee shall not be under any obligation of any kind:

- 7.11.1 to assume or to perform or fulfil any obligation of the Assignor or be under any liability whatsoever as a result of any failure by the Assignor to perform any of its obligations;
- 7.11.2 to make any payment under the Sublease Agreement otherwise than as contemplated hereby and thereby;
- 7.11.3 to enforce the Collateral or any rights and benefits to which the Assignor may at any time be entitled in relation to the Collateral; or
- 7.11.4 to make any enquiries as to the nature or sufficiency of any payment received by the Assignee hereunder or to make any claim or to take any action to collect any moneys in respect of the Collateral.

#### **8. OPERATIVE DOCUMENT**

The Parties hereto agree that this Assignment is an Operative Document for the purposes of, and as such term is defined in, the Lease Agreement.

## **9. OTHER SECURITY INTERESTS**

### **9.1 Redemption or transfer**

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking security in case of exercise by the Assignee or any Receiver of any power of sale under this Assignment the Assignee may redeem such prior security or procure the transfer thereof to itself.

### **9.2 Accounts**

The Assignee may settle and pass the accounts of the prior security and any accounts so settled and passed will be conclusive and binding on the Assignor.

### **9.3 Costs of redemption or transfer**

All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Assignor to the Assignee on demand together with accrued interest thereon (after as well as before judgment) at the rate from time to time applicable to unpaid sums specified in the Lease Agreement from the time or respective times of the same having been paid or incurred until payment thereof (after as well as before judgment).

### **9.4 Subsequent Interests**

If the Assignee at any time receives notice of any subsequent mortgage, assignment, charge or other interest affecting all or any part of the Collateral, all payments made by the Assignor to the Assignee after that time shall be treated as having been credited to a new account of the Assignor and not as having been applied in reduction of the Secured Obligations as at the time when the Assignee received notice.

## **10. APPLICATION OF PROCEEDS**

All moneys received or recovered by the Assignee or any Receiver pursuant to this Assignment or the powers conferred by it shall be applied (by way of variation of the provisions of the Act):

- 10.1.1 *first* in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers;
- 10.1.2 *second*, in the payment of the costs, charges and expenses incurred and payments made by the Assignee and the discharge of any liabilities incurred by the Assignee in, or incidental to, the exercise of any of the powers conferred on the Assignee by this Assignment;
- 10.1.3 *third*, in or toward discharge of the Secured Obligations in such manner and in such order of priorities as the Assignee deems appropriate; and
- 10.1.4 *last*, in payment to the Assignor or any other person who is entitled thereto under applicable law.



## **11. POWER OF ATTORNEY**

### **11.1 Appointment and Powers**

The Assignor hereby by way of security for the full and punctual payment, performance and discharge of the Secured Obligations irrevocably appoints the Assignee and any Receiver (each an "**attorney**"), jointly and also severally, to be its attorney generally (with full power of substitution and delegation) for and on its behalf and in its name or in the name of the attorney, and as its act and deed or otherwise, to execute, seal and deliver and otherwise perfect and do all such deeds, assurances, agreements, instruments, documents, acts and things which the attorney may consider to be required or desirable to perfect the security interests constituted by this Assignment in any relevant jurisdiction or for carrying out any obligation imposed on it by any of the Lease Agreement or this Assignment or for the full exercise of all or any of the rights, powers or remedies conferred on the attorneys by this Assignment or by law (including executing any bills of sale, assignments or other instruments of transfer in respect of all or any part of the Collateral) or for effecting any release or discharge required by any person to permit the Requisition Proceeds to be dealt with in accordance with the terms of the Lease Agreement or this Assignment or in connection with all or any of the purposes described in this Clause 11.1.

### **11.2 Ratification**

The Assignor hereby ratifies and confirms and agrees to ratify and confirm, any such deeds, assurances, agreements, instruments, documents, acts and things which the attorney or any substitute or delegate may lawfully execute, seal and deliver or otherwise perfect and do pursuant hereto.

## **12. FURTHER ASSURANCE**

The Assignor shall promptly do all such acts and execute all such documents (including any assignments, transfers, mortgages, pledges, charges, notices and instructions) as the Assignee may reasonably specify (and in such form as the Assignee may reasonably require in favour of the Assignee or its nominee(s)): (a) to perfect the security created or intended to be created in respect of the Collateral (which may include the execution by it of a mortgage, charge, pledge or assignment (or the like) over all or any of the assets constituting, or intended to constitute, the Collateral under the laws of any jurisdiction reasonably specified by the Assignee) or for the exercise of the rights, powers and remedies of the Assignee provided by or pursuant to this Assignment or by law; and/or (b) to facilitate the realisation of the Collateral.

## **13. ASSIGNMENT AND TRANSFER**

This Assignment and the security hereby constituted shall bind and enure for the benefit of each of the parties hereto and its successors, permitted transferees and permitted assigns. The Assignor may not assign or transfer any of its rights, benefits or obligations hereunder without the Assignee's prior consent and any assignment or transfer in violation of this Clause shall be null and void. The Assignee may assign or transfer any of its rights, benefits or obligations hereunder to without the Assignor's

prior consent but subject always to the terms contained in clause 14 of the Lease Agreement.

14. **NOTICES**

The provisions of clause 16.1 (*Notices*) of the Lease Agreement shall apply to this Assignment as if set out in full herein, mutatis mutandis and with all references to the Lease Agreement being construed as a reference to this Assignment.

15. **COUNTERPARTS**

This Assignment may be executed by the parties hereto in separate counterparts and any single counterpart or set of counterparts executed and delivered, in either case, by all the parties hereto shall constitute a full and original agreement for all purposes.

16. **GOVERNING LAW**

This Assignment and any non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

17. **ENFORCEMENT**

Clause 18.3 (*Governing Law and Jurisdiction*) of the Lease Agreement shall apply to this Assignment as if set out in full herein, mutatis mutandis and with all references to the "Lease Agreement" being construed as a reference to this Assignment, all references to the "Lessee" being construed as a reference to the Assignor, and all references to the "Lessor" being construed as references to the Assignee.

**THIS ASSIGNMENT** has been duly executed as a deed by the parties hereto and is intended to be and is hereby delivered by the parties hereto as a deed on the date stated at the beginning of this Assignment.

**SUBLEASE SECURITY ASSIGNMENT (MSN 5028)  
EXECUTION PAGE**

The Assignor

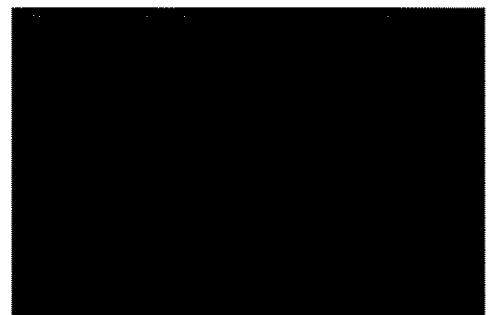
EXECUTED AS A DEED by

Emilio Sanchez

on behalf of

**BABCOCK MISSION CRITICAL SERVICES  
OFFSHORE LIMITED**

)  
)  
)  
)



in the presence of:



CARLEN PEREZ



Witness

Name: CARMEN PEREZ

Address: ASSET FINANCE CONTRACT MANAGER

The Assignee

SIGNED and DELIVERED as a DEED  
for and on behalf of  
VERTICAL AVIATION NO 2 LIMITED

by its lawfully appointed attorney:

in the presence of:

[REDACTED]

Witness

Name: MARK ENGLAND

Address: [REDACTED]

) [REDACTED]  
)  
)  
) Sebastian Douzin

**SCHEDULE 1**  
**NOTICE OF ASSIGNMENT AND CHARGE TO THE SUBLESSEE**  
**(MSN 5028)**

To: Babcock Offshore Services Australasia Pty Ltd. (the "**Sublessee** ")

Dated: \_\_\_\_\_ 2021

Dear Sirs

1. We hereby give you notice that by a sublease security assignment dated \_\_\_\_\_ 2021, between Babcock Mission Critical Services Offshore Limited as assignor (the "**Assignor**") and Vertical Aviation No 2 Limited (the "**Assignee**") (the "**Sublease Security Assignment**"), the Assignor has assigned absolutely, and agreed to assign absolutely, and charged by way of first fixed charge, the Collateral (including, without limitation, the Sublease Agreement) to and in favour of the Assignee.
2. Capitalised terms and expressions used in this notice (this "**Notice**"), and not otherwise defined herein, shall have the respective meanings given to them in the Sublease Security Assignment. A copy of the Sublease Security Assignment accompanies this Notice.
3. The Assignee shall be entitled to exercise all rights in or in relation to the Collateral following the occurrence of an Event of Default which is continuing and the delivery by the Assignee of a Default Notice pursuant to paragraph 5 below.
4. Provided that the Assignee has not delivered a Default Notice pursuant to paragraph 5 below, all amounts payable by you in respect of the Collateral shall continue to be payable by you in accordance with the Sublease Agreement and the Assignor shall be entitled to exercise any and all rights in or in relation to the Collateral provided that the Assignee has consented thereto in writing and a copy of such consent has been provided to the Sublessee.
5. After receipt by you from the Assignee of a notice to the effect that an Event of Default has occurred and is continuing (a "**Default Notice**"):
  - (a) all money that may be payable by you to the Assignor under or by virtue of the Sublease Agreement or otherwise constituting or forming part of the Collateral shall be paid to such account as may be specified in such Default Notice; and
  - (b) you shall perform all of your other obligations under the Sublease Agreement or otherwise corresponding to any of the rights, benefits and interests assigned to the Assignee pursuant to the Sublease Security Assignment in favour of the Assignee and shall cease to recognise the exercise by the Assignor of any of the Assignor's rights and powers in respect of the Collateral.
6. Each communication or document to be made or delivered by one party to another under or connection with this Notice or the Sublessee's acknowledgement hereof shall be made or delivered as provided for in the Sublease Agreement.

7. This Notice and the instructions contained herein cannot be amended or modified without the express written consent of the Assignee.
8. Kindly acknowledge receipt of this Notice and your agreement to be bound by the terms of this Notice by signing and sending to the Assignor and the Assignee an acknowledgement of assignment and charge in the attached form.
9. This Notice and all non contractual obligations arising from, or connected with, it are governed by and shall be construed in accordance with English law.

**NOTICE OF ASSIGNMENT AND CHARGE TO SUBLESSEE  
(MSN 5028)  
EXECUTION PAGE**

Yours faithfully

**BABCOCK MISSION CRITICAL SERVICES OFFSHORE LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VERTICAL AVIATION NO 2 LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE 2**  
**ACKNOWLEDGEMENT OF ASSIGNMENT AND CHARGE BY THE SUBLESSEE**  
**(MSN 5028)**

To: Vertical Aviation No 2 Limited

Babcock Mission Critical Services Offshore Limited

Dated: \_\_\_\_\_ 2021

Dear Sirs

1. Babcock Offshore Services Australasia Pty Ltd (the "**Sublessee**") acknowledges receipt of:
  - (a) a notice (the "**Notice**") of a sublease security assignment dated \_\_\_\_\_ 2021, between Babcock Mission Critical Services Offshore Limited as assignor (the "**Assignor**") and Vertical Aviation No 2 Limited as assignee (the "**Assignee**") (the "**Sublease Security Assignment**") pursuant to which the Assignor has assigned absolutely, and agreed to assign absolutely, and charged by way of first fixed charge, the Collateral (including, without limitation, the Sublease Agreement) to and in favour of the Assignee; and
  - (b) a copy of the Sublease Security Assignment.
2. Capitalised terms and expressions used in this acknowledgement (this "**Acknowledgement**"), and not otherwise defined herein, shall have the respective meanings given to them in the Sublease Security Assignment.
3. For good and valuable consideration, the receipt and sufficiency of which the Sublessee hereby acknowledges, the Sublessee hereby irrevocably agrees and undertakes as follows:
  - (a) it consents to the terms of the Sublease Security Assignment (to the extent that any such consent may be required) and confirms that it has not received notice of any assignments, charges or security interests of or over the Collateral or any part thereof except as created or contemplated by the Sublease Security Assignment;
  - (b) it acknowledges and agrees to the terms of the Sublease Security Assignment and agrees to be bound by the terms of the Notice and this Acknowledgement and, without limiting the foregoing, agrees to pay all moneys that constitute or form part of the Collateral in accordance with the terms of the Notice;
  - (c) after receipt of a Default Notice (as defined in the Notice), it will not recognise the exercise by the Assignor of any of its rights under the Sublease Agreement or otherwise in respect of the Collateral unless it has received the prior written consent of the Assignee;
  - (d) it agrees and acknowledges that: (i) its rights under the Sublease Agreement shall at all times be subject and subordinate in all respects to the rights of the



Assignee as lessor under the Lease Agreement; and (ii) the Sublease Agreement shall at all times be subject and subordinate in all respects to the terms of the Lease Agreement and all of the provisions thereof, including, without limitation, the right of the Assignee to repossess the Aircraft pursuant to clause 15.3 of the Lease Agreement, to terminate and avoid the Sublease Agreement upon such repossession and to require the Sublessee forthwith to deliver the Aircraft upon repossession;

- (e) it agrees that the leasing of the Aircraft pursuant to the Sublease Agreement will terminate immediately and automatically upon the termination of the leasing of that Aircraft pursuant to the Lease Agreement and that upon written notice thereof from the Assignee, the Sublessee shall redeliver that Aircraft (together with all Engines, Rotor Blades, the APU, Rotor Components, Parts and Records) to the Assignee or otherwise as the Assignee may direct, any such delivery to be at the Redelivery Location as specified in the Lease or such other location as agreed between Assignee and Sublessee;
  - (f) it agrees that under no circumstance shall the Assignee be liable to the Sublessee for the repayment of any amount of Rent (as defined in the Sublease Agreement) paid directly to the Assignee pursuant to the terms of the Notice and any Default Notice;
  - (g) it will not alter or amend the provisions of the Sublease Agreement without the consent of the Assignee;
  - (h) it agrees that all insurance proceeds that become payable pursuant to clause 13 of the Lease Agreement and clause 3.1(c) of the Sublease Agreement in consequence of a total loss of the Aircraft shall be paid directly to the Assignee; and
  - (i) it agrees that this Acknowledgement and the agreements and undertakings contained herein cannot be amended or modified without the express written consent of the Assignee.
4. This Acknowledgement and all non-contractual obligations arising from, or connected with, it are governed by and shall be construed in accordance with English law.

**ACKNOWLEDGEMENT OF ASSIGNMENT AND CHARGE BY SUBLESSEE  
(MSN 5028)  
EXECUTION PAGE**

Yours faithfully

**BABCOCK OFFSHORE SERVICES AUSTRALASIA PTY LTD**

Signed in accordance with section 127 of the Corporations Act 2001 (Cth)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_