



Registration of a Charge

Company name: **BOND AIR SERVICES LIMITED**

Company number: **03776034**



X4E7IWZ4

Received for Electronic Filing: **20/08/2015**

Details of Charge

Date of creation: **05/08/2015**

Charge code: **0377 6034 0024**

Persons entitled: **THAMES VALLEY AIR AMBULANCE (LEASING) LIMITED**

Brief description: **ONE AIRBUS H135T3 HELICOPTER, SERIAL NUMBER 1189,
REGISTRATION MARK G-TVAL, ENGINE MARK/MODEL TURBONECA
ARRIUS 2B2+, ENGINE SERIAL NUMBERS 32872 AND 32873.**

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:

BLAKE MORGAN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3776034

Charge code: 0377 6034 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th August 2015 and created by BOND AIR SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th August 2015 .

Given at Companies House, Cardiff on 21st August 2015

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**

DATED 05 August

2015

BOND AIR SERVICES LIMITED
as Mortgagor

- and -

THAMES VALLEY AIR AMBULANCE (LEASING) LIMITED
as Mortgagee

AIRCRAFT MORTGAGE

ONE AIRBUS H135T3 HELICOPTER

Manufacturer's serial number	1189
Registration mark	G-TVAL
Engine mark/model	Turbomeca Arrius 2B2+
Engine serial numbers	32872 and 32873

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THIS DEED is dated

05 August

2015

BETWEEN:

- (1) **Bond Air Services Limited**, a company incorporated in England and Wales (company number 3776034) whose registered office is at 33 Wigmore Street, London W1U 1QX (the "**Mortgagor**"); and
- (2) **Thames Valley Air Ambulance (Leasing) Limited**, a company incorporated in England and Wales (Company No. 9639267) with its registered office at Artisan, Hillbottom Road, High Wycombe, Buckinghamshire HP12 4HJ (the "**Mortgagee**").

BACKGROUND

- (A) The Mortgagor and the Mortgagee have entered into the Sale and Purchase Agreement under which the Mortgagor will sell the Aircraft to the Mortgagee.
- (B) The Mortgagor has agreed to grant this Mortgage in favour of the Mortgagee, as security for the Mortgagor's obligations to the Mortgagee under the Sale and Purchase Agreement prior to the transfer of the Aircraft to the Mortgagee.
- (C) The Mortgagor and the Mortgagee intend this document to take effect as a deed.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed (including the Recitals), unless a contrary indication appears, terms used in the Sale and Purchase Agreement have the same meaning and construction and:

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act;

"Aircraft" means the helicopter described in the Schedule (*Description of Aircraft*) and as more particularly defined in the Sale and Purchase Agreement;

"Business Days" means any day which is not a Saturday or a Sunday or a recognised public holiday in England;

"Delegate" means a delegate or sub-delegate appointed under clause 8.3 (*Delegation*);

"Enforcement Event" means:

- (a) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration of the Mortgagor; or
- (b) the Mortgagor fails to transfer full legal and beneficial title to the Aircraft to the Mortgagee when required to do so under the Sale and Purchase Agreement and such failure has not been remedied within a period of 5 Business Days from the date the Mortgagee notifies the Mortgagor of such failure;

"Insolvency Act" means the Insolvency Act 1986;

"Liabilities" means the obligation of the Mortgagor to transfer title to the Aircraft to the Mortgagee in accordance with the terms of the Sale and Purchase Agreement, and all present and future moneys, debts and liabilities due, owing or incurred by the Mortgagor to the Mortgagee in connection with such obligation;

"LPA" means the Law of Property Act 1925;

"Mortgage" means the Security created or expressed to be created by or pursuant to this Deed;

"Party" means a party to this Deed;

"Receiver" means a receiver and manager or other receiver appointed in respect of the Aircraft and shall, if allowed by law, include an administrative receiver;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect; and

20 July *J* "Sale and Purchase Agreement" means the sale and purchase agreement dated ~~1-1~~ *J* June 2015 between the Mortgagor as seller and the Mortgagee as purchaser in respect of the Aircraft.

1.2 Construction

- (a) Any reference in this Deed to the "Mortgagor", "Mortgagee" or "Party" shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- (b) The other provisions in clause 1 (*Definitions and Interpretation*) of the Sale and Purchase Agreement apply to this Deed with all necessary changes.

1.3 Third party rights

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

2. UNDERTAKING TO PAY

2.1 Mortgagor's undertaking

The Mortgagor shall pay and discharge, or procure the payment and discharge, of each of its Liabilities when due in accordance with the terms of the Sale and Purchase Agreement.

3. MORTGAGE

- 3.1 The Mortgagor, as security for the payment and discharge of all Liabilities, mortgages in favour of the Mortgagee by way of first legal mortgage, all its right, title and interest, present and future, in the Aircraft.
- 3.2 The Mortgagor and the Mortgagee intend this Deed to create a first ranking security interest over the Aircraft under all applicable laws, wherever the Aircraft may be located.

4. COVENANTS

4.1 Mortgagor's covenants

- (a) The Mortgagor shall not:
 - (i) create or permit to subsist any Security over the Aircraft other than the Security created by this Deed;

- (ii) enter into (nor agree to) a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of the Aircraft;
 - (iii) attempt to, hold itself out as having any power to, or permit any person to, do any of the above; and
 - (iv) confirms that it has not at the date hereof entered into any agreement which subsists as a fixed or floating charge over the Aircraft.
- (b) The Mortgagor must:
 - (i) within ten (10) Business Days from the date of this Mortgage, procure the valid and effective registration of this Mortgage on the United Kingdom aircraft register; and
 - (ii) at all other time maintain in effect the valid and effective registration of this Mortgage on the United Kingdom aircraft register or such other aircraft register as may be approved in writing by the Mortgagee.
- (c) The Mortgagor must ensure nothing is done or omitted by which the registration of the Aircraft or Mortgage would or might be defeated or imperilled.

5. FURTHER ASSURANCE

5.1 Further assurance

The Mortgagor shall do or cause to be done, at no cost to the Mortgagee, any act or thing which the Mortgagee or a Receiver or a Delegate may reasonably require to:

- (a) perfect or protect this Mortgage or the priority of this Mortgage; and
- (b) facilitate the realisation (in accordance with the provisions of this Deed) of the Aircraft or the exercise of any right, power or discretion exercisable by the Mortgagee or any Receiver or by any of its or their delegates or sub-delegates; and

including executing any transfer, conveyance, charge, assignment, bill of sale or assurance of any property (whether to the Mortgagee or to its nominees or otherwise), making any registration and giving any notice, order or direction.

5.2 Change in State of Registration

If there is, or is to be, a change in the State of Registration of the Aircraft, the Mortgagor will, if requested to do so by the Mortgagee and at no cost to the Mortgagee, execute any further mortgage or other Security that the Mortgagee considers necessary or desirable to preserve or protect this Mortgage over the Aircraft.

6. ENFORCEMENT

6.1 When enforceable

As between the Mortgagor and the Mortgagee, the Mortgage shall be enforceable, and the powers conferred by section 101 of the LPA as varied and extended by this Deed shall be exercisable, while an Enforcement Event is continuing.

6.2 Power of sale

The statutory power of sale, of appointing a Receiver and the other statutory powers conferred on mortgagees by section 101 of the LPA, as varied and extended by this Deed, shall arise on the date of this Deed.

6.3 Section 103 LPA

Section 103 of the LPA shall not apply to this Deed.

7. APPOINTMENT AND RIGHTS OF RECEIVER

7.1 Appointment of Receiver If:

- (a) requested by the Mortgagor in writing; or
- (b) any corporate action, legal proceedings or other procedure or step is taken in relation to the administration (or analogous proceedings) of the Mortgagor; or
- (c) any other Enforcement Event is continuing (whether or not the Mortgagee has taken possession of the Aircraft),

without any notice or further notice, the Mortgagee may, by deed, or otherwise in writing signed by any officer or manager of the Mortgagee or any person authorised for this purpose by the Mortgagee, appoint one or more persons to be a Receiver. The Mortgagee may similarly remove any Receiver and appoint any person instead of any Receiver. If the Mortgagee appoints more than one person as Receiver, the Mortgagee may give those persons power to act either jointly or severally.

7.2 Rights of Receivers

Any Receiver appointed pursuant to this clause 7:

- (a) shall have the rights, powers, privileges and immunities conferred by the Insolvency Act on administrative or other receivers duly appointed under the Insolvency Act;
- (b) subject to Clause 6.3 (*Section 103 LPA*), shall have the rights, powers, privileges and immunities conferred by the LPA on receivers appointed under the LPA;
- (c) shall have all the powers given to the Mortgagee under this Deed of taking possession of, calling in, collecting, converting into money and selling and dealing with the Aircraft;
- (d) shall have any of the other powers and discretions that are given to the Mortgagee under this Deed that the Mortgagee may from time to time confer on him;
- (e) shall be entitled to the same protection that is given to the Mortgagee under this Deed;
- (f) may do all other acts and things which he considers desirable or necessary to enable it to realise any of the Aircraft;
- (g) may exercise in relation to any of the Aircraft all the powers, authorities and things that a Receiver would be capable of exercising if he were the absolute beneficial owner of the Aircraft; and
- (h) may use the name of the Mortgagor for any of the above purposes.

7.3 Agent of Mortgagor

Any Receiver shall be the agent of the Mortgagor for all purposes. The Mortgagor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

7.4 Remuneration

The Mortgagee may determine the remuneration of any Receiver appointed by it and direct payment of that remuneration out of moneys he receives as Receiver. The Mortgagor alone shall be liable for the remuneration and all other costs, losses, liabilities or expenses of the Receiver.

8. MORTGAGEE'S RIGHTS

8.1 Same rights as Receiver

Any rights conferred by any Relevant Document upon a Receiver may be exercised by the Mortgagee, or to the extent permitted by law, an Administrator after the Mortgage becomes enforceable, whether or not the Mortgagee has taken possession or appointed a Receiver of the Aircraft.

8.2 Additional rights

- (a) While an Enforcement Event is continuing, the Mortgagee may immediately and without notice exercise all the powers and remedies that it possesses according to law as mortgagee of the Aircraft or as it sees fit and in particular:
 - (i) to apply to any authority in the country in which the Aircraft is registered or located for an enforcement and attachment order in respect of the Aircraft or any part of it;
 - (ii) to apply to any court of competent authority for an order for foreclosure to vest all the Mortgagor's right, title, and interest in the Aircraft in the Mortgagee;
 - (iii) to take possession of the Aircraft and for that purpose to enter into any premises where the Aircraft may be located without being liable to the Mortgagor for or by reason of such entry;
 - (iv) to recover and collect all sums of money payable in respect of the Aircraft and to give a good receipt for them on behalf of the Mortgagor;
 - (v) to exercise all of the Mortgagor's rights in respect of the Aircraft to the exclusion of the Mortgagor;
 - (vi) to sell, call in, collect and convert into money the Aircraft by public auction or private contract, at any place in the world, with or without advertisement or notice to the Mortgagor with all the powers that are conferred by law and, as an extension of those powers, on the basis that such sale, calling in, collection and conversion may be made for any consideration that the Mortgagee may deem reasonable, whether payable at the time of the disposal, by instalments or at some future date and whether secured or unsecured and so that the Mortgagee is not liable to account for any loss of or deficiency in such consideration;
 - (vii) to repair and keep in repair the Aircraft;

- (viii) to insure the Aircraft against loss or damage for any amount that the Mortgagee considers appropriate;
 - (ix) to lease, charter or otherwise operate the Aircraft upon any terms and in any manner that the Mortgagee considers appropriate;
 - (x) to redeem any prior Security against any Aircraft, procure the transfer of that Security to itself and/or settle and pass the accounts of the prior mortgagee, Mortgagee or chargee (and any accounts so settled and passed will be conclusive and binding on the Mortgagor);
 - (xi) to execute and do any acts, deeds and things that the Mortgagee may consider necessary or proper in relation to any of the matters referred to in this clause 8.2; and
 - (xii) to exercise against or in respect of the Aircraft any rights, powers, privileges or discretion conferred from time to time by the laws of the State of Registration or any other applicable jurisdiction upon mortgagees of property such as the Aircraft.
- (b) The Mortgagor shall pay all principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer to the Mortgagee promptly on demand.

8.3 Delegation

The Mortgagee may delegate in any manner to any person any rights exercisable by the Mortgagee under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Mortgagee thinks fit.

9. LIABILITY OF MORTGAGEE, RECEIVERS AND DELEGATES

9.1 Possession

If the Mortgagee, any Receiver or any Delegate takes possession of the Aircraft, it or he may at any time relinquish possession. Without prejudice to clause 9.2 (*Mortgagee's liability*), the Mortgagee shall not be liable as mortgagee in possession as a consequence of its entering into possession of the Aircraft.

9.2 Mortgagee's liability

Neither the Mortgagee nor any Receiver or Delegate shall (either by reason of taking possession of the Aircraft or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Mortgagor or any other person for any Losses relating to the realisation of the Aircraft or from any act, default, omission or misconduct of the Mortgagee, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Aircraft or in connection with this Deed except to the extent caused by its or his own gross negligence or wilful misconduct.

10. POWER OF ATTORNEY

10.1 Appointment by Mortgagor

The Mortgagor, by way of security, irrevocably appoints the Mortgagee, every Receiver and every Delegate severally its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which the Mortgagor is obliged to do (but has not done) under this Deed (including to execute charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Aircraft); and
- (b) to exercise any of the rights conferred on the Mortgagee, any Receiver or any Delegate in relation to the Aircraft or under the LPA or the Insolvency Act.

10.2 Ratification

The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted in clauses 10.1 (*Appointment by Mortgagor*).

11. PROTECTION OF THIRD PARTIES

11.1 No duty to enquire

No person dealing with the Mortgagee, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether the rights conferred by or pursuant to this Deed are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of such rights; or
- (d) as to the application of any money borrowed or raised.

11.2 Protection to purchasers

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act or in any other applicable legislation shall apply to any person purchasing from or dealing with the Mortgagee, any Receiver or any Delegate.

12. SAVING PROVISIONS

12.1 Continuing Security

Subject to clause 13.1 (*Final redemption*), the Mortgage is continuing Security and will extend to the ultimate balance of the Liabilities regardless of any intermediate payment or discharge in whole or in part.

12.2 Reinstatement

If any payment by the Mortgagor or any discharge given by the Mortgagee (whether in respect of the obligations of the Mortgagor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the Mortgagor and the Mortgage shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
- (b) the Mortgagee shall be entitled to recover the value or amount of that security or payment from the Mortgagor, as if the payment, discharge, avoidance or reduction had not occurred.

12.3 Waiver of defences

Neither the obligations of the Mortgagor under this Deed nor this Mortgage will be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of its obligations under the Sale and Purchase Agreement or this Deed (without limitation and whether or not known to it or the Mortgagee) including:

- (a) any time, waiver or consent granted to or composition with the Mortgagor or any other person;
- (b) the release of the Mortgagor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the making or absence of any demand for payment of any Liabilities on the Mortgagor or any other person, whether by the Mortgagee or any other person;
- (d) 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 the Mortgagor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Mortgagor or any other person;
- (f) any amendment to (however fundamental) or replacement of the Sale and Purchase Agreement or any other document or Security;
- (g) any unenforceability, illegality or invalidity of any obligation of any person under the Sale and Purchase Agreement or any other document or Security; or
- (h) any insolvency or similar proceedings in respect of the Mortgagor or any other person.

12.4 Immediate recourse

The Mortgagor waives any right it may have of first requiring the Mortgagee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Mortgagor under this Deed. This waiver applies irrespective of any law or any provision of the Sale and Purchase Agreement to the contrary.

12.5 Appropriations

Until all the Liabilities have been irrevocably satisfied in full, the Mortgagee may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Mortgagee in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Mortgagor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the Mortgagor or on account of the Mortgagor's liability under this Deed.

If the Mortgagor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Mortgagee by the Mortgagor under or in connection with this Deed and the Sale and Purchase Agreement to be repaid in full on trust for the Mortgagee and shall promptly pay or transfer the same to the Mortgagee.

12.6 **Additional Security**

The Mortgage is in addition to and is not in any way prejudiced by any other guarantees or Security now or subsequently held by the Mortgagee.

13. **DISCHARGE OF SECURITY**

13.1 **Final redemption**

- (a) Subject to clause 13.2 (*Retention of Security*), the Mortgagee shall release, reassign or discharge the Aircraft from the Mortgage immediately prior to the transfer of title to the Aircraft to the Mortgagee at Delivery to enable the Mortgagor to transfer the Aircraft free and clear of all Security in accordance with the Sale and Purchase Agreement.
- (b) The release referred to in paragraph (a) above shall be effected without recourse to or warranty by the Mortgagee.

13.2 **Retention of Security**

If the Mortgagee considers that any transfer made, or amount paid or credited to the Mortgagee under the Sale and Purchase Agreement is capable of being avoided or set aside that transfer or amount shall not be considered to have been made or paid (as the case may be) for the purposes of determining whether all the Liabilities have been irrevocably and unconditionally satisfied and discharged.

13.3 **Mortgagee Default**

- (a) If the Mortgagee fails to pay the final balance of the Purchase Price to the Mortgagor on Delivery of the Aircraft when required to do so in accordance with the Sale and Purchase Agreement within 5 Business Days of receiving notice from the Mortgagor of such default and demand for cure (a "**Mortgagee Default**"), the Mortgagee shall immediately release the Security over the Aircraft comprised by this Mortgage and the Mortgagor shall be entitled to take such steps as are necessary to immediately procure the release of this Mortgage.
- (b) For such purposes, the Mortgagee, by way of security, irrevocably appoints the Mortgagor as its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit, to take such steps as are required following a Mortgagee Default (including to execute releases and re-assignments, filings, and other instruments, notices, orders and directions relating to, the Aircraft and this Mortgage) in order to effect the release of this Mortgage and the Security over the Aircraft created hereby; and
- (c) The Mortgagee ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted in this clause 13.3.

13.4 **Consolidation**

Section 93 of the LPA shall not apply to the Mortgage.

14. ENFORCEMENT EXPENSES

14.1 Expenses

The Mortgagor shall, within five (5) Business Days of demand, accompanied by appropriate supporting evidence, pay to the Mortgagee the amount of all costs, losses, liabilities and expenses (including legal fees) incurred or payable by the Mortgagee, any Receiver or any Delegate in relation to the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed Document.

15. PAYMENTS

15.1 Payments

All payments by the Mortgagor under this Deed (including damages for its breach) shall be made in the relevant currency and to such account, with such financial institution and in such manner as the Mortgagee may direct.

15.2 Continuation of accounts

At any time after:

- (a) the receipt by the Mortgagee of notice (either actual or otherwise) of any subsequent Security affecting the Aircraft, or
- (b) the presentation of a petition or the passing of a resolution for in relation to the winding-up of the Mortgagor,

the Mortgagee may open a new account in the name of the Mortgagor (whether or not it permits any existing account to continue). If the Mortgagee does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable by the Mortgagee under this Deed or the Sale and Purchase Agreement.

16. SET-OFF

The Mortgagee may set off any matured obligation due under this Deed or the Sale and Purchase Agreement against any matured obligation owed by the Mortgagee to the Mortgagor, regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Mortgagee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

17. RIGHTS, WAIVERS AND DETERMINATIONS

17.1 Ambiguity

Where there is any ambiguity or conflict between the rights conferred by law and those conferred by or pursuant to this Deed, the terms of this Deed will prevail.

17.2 Exercise of rights

No failure to exercise, nor any delay in exercising, on the part of the Mortgagee, Receiver or Delegate, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any other right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

17.3 Time of the essence

All obligations of the Mortgagor under this Deed constitute conditions, the time for performance of which will be of the essence.

18. NOTICES

Any communication or document to be made or delivered under or in connection with this Deed shall be made in accordance with clause 9 (*Notices*) of the Sale and Purchase Agreement.

19. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

20. GOVERNING LAW AND ENFORCEMENT

20.1 Governing law

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

20.2 Jurisdiction of English courts

- (a) 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**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

IN WITNESS whereof this Deed has been duly delivered on the date stated at the beginning of this Deed.

SCHEDULE

Description of Aircraft

1. **Airframe**

Airframe Manufacturer	Eurocopter
Type and Model:	H135T3
Serial Number:	1189

2. **Engines**

Engine Manufacturer	Turbomeca
Type and Model:	Arrius 2B2+
Serial Number:	(1) 32872

(2) 32873

Execution Page – Aircraft Mortgage

The Mortgagor

Signed as a deed by **Bond Air
Services Limited**
acting by Nick Hawkes, Director

)
)
)



and

)
)
)



David Wilson, Director

The Mortgagee

Signed as a deed by **Thames
Valley Air Ambulance (Leasing)
Limited**
acting by , Director

)
)
)
)
)
)
)

and

, Director

Execution Page – Aircraft Mortgage

The Mortgagor

Signed as a deed by **Bond Air**)
Services Limited)
acting by , Director)
)
and)
)
 , Director)

The Mortgagee

Signed as a deed by **Thames**)
Valley Air Ambulance (Leasing))
Limited)
acting by *Tim P. [redacted]* Director)
)
and)
)
John Wilcox, Director)
)