



Registration of a Charge

Company Name: **HELIX ENERGY SOLUTIONS (U.K.) LIMITED**

Company Number: **SC292262**



Received for filing in Electronic Format on the: **14/10/2021**

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Details of Charge

Date of creation: **30/09/2021**

Charge code: **SC29 2262 0003**

Persons entitled: **BANK OF AMERICA, N.A. (AS AGENT)**

Brief description:

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 292262

Charge code: SC29 2262 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th September 2021 and created by HELIX ENERGY SOLUTIONS (U.K.) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2021 .

Given at Companies House, Edinburgh on 15th October 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**

Certified a true copy save for the
material redacted pursuant to
s859G of the Companies Act 2006

amy elise cugini
Brodies LLP
Solicitors

AMY ELISE CUGINI, SOLICITOR

Date: 14 October 2021
Ref: BAN45.41

BOND AND FLOATING CHARGE

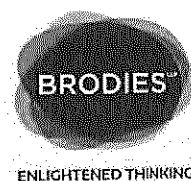
between

HELIX ENERGY SOLUTIONS (U.K.) LIMITED
as Chargor

and

BANK OF AMERICA, N.A.
as Agent

Brodies LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref:



For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Bond and Floating Charge is delivered on 30 September 2021

BETWEEN:

- 1 **HELIX ENERGY SOLUTIONS (U.K.) LIMITED**, a company incorporated in Scotland with registered number SC292262 and having its registered office at 13 Queen's Road, Aberdeen, AB15 4YL (the "Chargor"); and
- 2 **BANK OF AMERICA, N.A.** a national banking association as agent and trustee for the U.K. Facility Secured Parties (the "Agent").

IT IS AGREED AS FOLLOWS:

1 Definitions and Interpretation

1.1 Definitions

Words and expressions defined in the Credit Agreement have the same meanings in this Floating Charge unless they are expressly defined in it and, in addition, in this Floating Charge:

"Act" means the Companies Act 1985.

"Credit Agreement" means the loan, security and guaranty agreement dated on or about the date of delivery of this Floating Charge between, among others, the Chargor and the U.K. Facility Secured Parties, as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the credit facilities made available under it, the alteration of the nature, purpose or period of those credit facilities or the change of its parties).

"Declared Default" means a continuing Event of Default in respect of which any notice has been issued or rights exercised by the Agent under clause 11.2 of the Credit Agreement.

"Disposal" means any sale, disposition, conveyance, transfer, assignation, grant, lease, declaration of trust or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security.

"Financial Collateral" has the meaning given to that term in the Financial Collateral Regulations.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S12003 No 3226).

"Insolvency Act" means the Insolvency Act 1986.

"Insolvency Event", in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than Scotland; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

"Insolvency Legislation" means:

- (a) the Insolvency Act and secondary legislation made under it; and
- (b) any other primary or secondary legislation in Scotland from time to time relating to insolvency or reorganisation.

"Officer", in relation to a person, means any officer, employee or agent of that person.

"Receiver" means any receiver or administrative receiver appointed in respect of the Secured Assets (whether pursuant to this Floating Charge, pursuant to any statute, by a Court or otherwise) and includes joint receivers.

"Right" means any right, privilege, guarantee, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

"Secured Assets" means the whole of the property and undertaking of the Chargor (including uncalled capital) from time to time.

"Secured Obligations" means all Obligations of the U.K. Domiciled Obligors (including, for the avoidance of doubt, all Obligations of the U.K. Domiciled Obligors as guarantors of the U.S. Facility Obligations).

"Security" means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, standard security, assignation in security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any proprietary interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to indebtedness and which has the same commercial effect as if security had been created over it; and
- (c) any right of set-off created by agreement.

"**Security Period**" means the period during which the obligations of the Chargor remains in force in accordance with the provisions of clause 10 (*Duration of the Security and guarantee*).

"**U.K. Facility Secured Parties**" means the Agent, any Issuing Bank of U.K. Letters of Credit, the U.K. Lenders and the Secured Bank Product Providers of Bank Products to U.K. Domiciled Obligors.

1.2 Interpretation

1.2.1 Any reference in this Floating Charge to:

- 1.2.1.1 the **Chargor**, an **Obligor**, the **Agent** or any other **U.K. Facility Secured Party** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor or an Obligor, so far as any such is permitted);
- 1.2.1.2 the **Agent** or any other **U.K. Facility Secured Party** (except for the references in clause 14 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.
- 1.2.1.3 **assets** includes present and future properties, revenues and rights of every description;
- 1.2.1.4 this **Floating Charge** or any **Loan Document** or any other agreement or instrument is a reference to this Floating Charge, that Loan Document or other agreement or instrument as amended, amended and restated, varied, novated supplemented or replaced from time to time;
- 1.2.1.5 **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.1.6 a **guarantee** includes any guarantee or indemnity, bond, letter of credit, documentary or other credit, or other assurance against financial loss;
- 1.2.1.7 the words **include(s)**, **including** and **in particular** will be construed as being by way of illustration or emphasis only and will not be construed as, nor will they take effect as, limiting the generality of any preceding words;
- 1.2.1.8 **obligation** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
- 1.2.1.9 the words **other** and **otherwise** will not be construed ejusdem generis with any preceding words where a wider construction is possible;

- 1.2.1.10 a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- 1.2.1.11 a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- 1.2.1.12 a **fixed security** shall be construed as a reference to a fixed security as defined by Section 486 of the Act.
- 1.2.2 A provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation.
- 1.2.3 The singular includes the plural and vice versa.
- 1.2.4 Clause headings are for ease of reference only.
- 1.2.5 An Event of Default is **continuing** if it has not been waived.
- 1.2.6 Where this Floating Charge imposes an obligation on the Chargor to do something if required or requested by the Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.
- 1.2.7 In the event of a conflict or inconsistency between this Floating Charge and the Credit Agreement, the Credit Agreement shall prevail.
- 1.3 **Third party rights**

The rights conferred on each of the U.K. Facility Secured Parties, each Receiver and each Officer of the Agent or a Receiver under this Floating Charge are enforceable by each of them under the Contract (Third Party Rights) (Scotland) Act 2017. No other term of this Floating Charge is enforceable under the Contract (Third Party Rights) (Scotland) Act 2017 by anyone who is not a party to this Floating Charge. The parties to this Floating Charge may terminate this Floating Charge or vary any of its terms without the consent of any third party (without prejudice to the terms of the other Loan Documents).
- 1.4 **Contractual recognition of bail-in**

The provisions of section 14.17 (*Acknowledgement and Consent to Bail-In of Affected Financial Institutions*) of the Credit Agreement apply to this Floating Charge as if set out in it but with all necessary changes and as if references to Loan Documents referred to this Floating Charge.

2 Payments of Secured Obligations

The Chargor covenants with the Agent and the other U.K. Facility Secured Parties that it will pay and discharge the Secured Obligations when due in accordance with the Loan Documents.

3 Charge

3.1 Floating charge

3.1.1 The Chargor as security for the payment and discharge of all the Secured Obligations hereby grants in favour of the Agent a floating charge over the Secured Assets.

3.1.2 Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to this Bond and Floating Charge.

3.1.3 To the extent that the Secured Assets (or any of them) constitute Financial Collateral, the Chargor agrees that such Secured Assets shall be held or redesignated so as to be under the control of the Agent for all purposes of the Financial Collateral Regulations.

3.2 Trust

The Agent hereby declares and acknowledges to the UK Facility Secured Parties and to the Chargor that it holds the benefit of the covenants, agreements and undertakings of the Chargor contained in this Floating Charge and all monies paid to the Agent or held by the Agent or received by the Agent pursuant to or in connection with this Floating Charge on trust for each of the UK Facility Secured Parties.

4 Restrictions

4.1 The Chargor will ensure that the restrictions contained in this clause 4 are complied with unless the Agent agrees to the contrary.

4.2 No Security will exist over, or in relation to, any Secured Asset other than Permitted Liens.

4.3 There will be no Disposal of any of the Secured Assets (or any part thereof) except for a Disposal in the ordinary course of trade or as may be otherwise permitted pursuant to the Credit Agreement

5 Perfection

5.1 General action

5.1.1 The Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at Companies House in Edinburgh, Scotland, any other Companies Registry, an asset registry or otherwise).

deposit all such documents and do all such other things as the Agent may reasonably require from time to time in order to:

- 5.1.1.1 ensure that the Agent has effective Security of the type described in clause 3 (*Charge*), subject only to such Permitted Liens as the Agent has agreed should rank in priority but provided that, unless and until the occurrence of a Declared Default, the only perfection steps to be carried out are registrations at the Companies Registry; and
- 5.1.1.2 following a Declared Default, to facilitate the enforcement of the Security created by this Floating Charge, the realisation of the Secured Assets or the exercise of any Rights held by the Agent or any Receiver or administrator under or in connection with this Floating Charge.

5.1.2 The scope of clause 6.1 is not limited by any other provision of the Loan Documents.

5.2 Subsequent Security

- 5.2.1 Except as may be agreed by the Agent in advance and subject to section 464(2) of the Act, the floating charge created by this Floating Charge shall rank in priority to any fixed security which shall be created by the Chargor after its execution of this Floating Charge (other than a fixed security in favour of the Agent) and to any other floating charge which shall be created by the Chargor after its execution of this Floating Charge.
- 5.2.2 If the Chargor creates, incurs, assumes or permits to subsist any Security in breach of this clause 5.2, then this Floating Charge shall rank in priority to any such Security.
- 5.2.3 If a U.K. Facility Secured Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Secured Assets, it will be treated as if it had immediately opened a new account in the name of the Chargor, and all payments received by the relevant U.K. Facility Secured Party from the Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from the Chargor to that U.K. Facility Secured Party.

6 Undertakings

6.1 Preservation of Charged Property

Save as may be otherwise provided under the Credit Agreement, the Chargor:

- 6.1.1 will observe and perform in all material respects all undertakings, covenants and stipulations from time to time affecting the Secured Assets, make all payments, carry out all registrations or renewals and generally take all steps which are necessary to preserve, maintain and renew when necessary or desirable all the Secured Assets; and

- 6.1.2 may not vary any lease, licence, contract or other document relevant to its interest in any part of the Secured Assets where such variation would have a Material Adverse Effect on the value of the Secured Assets or the rights of the UK Facility Secured Parties Secured Parties.

6.2 Documents Relating to the Secured Assets

Without prejudice to any specific requirements in this Floating Charge for the delivery of documents, the Chargor will promptly deliver to the Agent all documents relating to the Secured Assets which the Security Agent from time to time reasonably requires.

7 Enforcement

7.1 Time for enforcement

In addition to any statutory provisions concerning enforceability or attachment, the floating charge created by the Chargor under this Floating Charge shall become enforceable and the Agent may appoint an administrator or a Receiver immediately on the occurrence of a Declared Default.

7.2 Financial Collateral

At any time after the Security created by the Chargor under this Floating Charge has become enforceable in accordance with clause 7.1 above, the Agent may (without prejudice to any other of its rights and remedies and without notice to the Chargor) to the extent that all or any part of the Secured Assets constitutes Financial Collateral, appropriate it and transfer the title in and to it to the Agent insofar as not already transferred, subject to paragraphs (1) and (2) of the Financial Collateral Regulation 18.

7.3 Application of proceeds

All money received by the Agent or a Receiver under or in connection with this Floating Charge (whether during, or before, enforcement of any Security) will be applied in the following order of priority:

- 7.3.1 first, in or towards payment of all amounts payable to the Security Parties, any Receiver or their Officers under clause 11 (*Expenses, liability and indemnity*) and all remuneration due to any Receiver under or in connection with this Floating Charge;
- 7.3.2 secondly, in or towards payment of the Secured Obligations in such order as is required by the Credit Agreement (and, if any of the Secured Obligations are not then payable, by payment into a suspense account until they become payable); and
- 7.3.3 thirdly, in payment of any surplus to the Chargor or other person entitled to it.

8 Appointment and Powers of Receiver

8.1 Appointment

A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation. The appointment of a Receiver may be made subject to such limitations as are specified by the Agent in the appointment. If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Agent may specify to the contrary in the appointment. Subject to the Insolvency Legislation, the Agent may remove or replace any Receiver.

8.2 Powers

An administrator shall have the powers set out in Schedule 1 to the Insolvency Act. A Receiver will have the powers given to him by the Insolvency Legislation, including for the avoidance of doubt all the powers of a receiver under Schedule 2 to the Insolvency Act, (without limiting all the powers of a receiver under Schedule 2 of the Insolvency Act) all the powers of an administrative receiver set out in Schedule 1 of the Insolvency Act and the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor were not in insolvency proceedings. Except to the extent provided by law, none of the powers described in this clause 8 will be affected by an Insolvency Event in relation to the Chargor.

8.3 Status and remuneration

8.3.1 A Receiver will be the agent of the Chargor, which will be solely responsible for his acts and defaults and for the payment of his remuneration.

8.3.2 The Agent may from time to time determine the remuneration of any Receiver.

8.4 Third parties

A person dealing with the Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

8.4.1 those persons have the power to do those things which they are purporting to do; and

8.4.2 they are exercising their powers properly.

9 Preservation of Security

9.1 Waiver of defences

Neither the Security created by this Floating Charge nor the obligations of the Chargor under this Floating Charge will be affected by an act, omission, matter or thing which, but for this clause 9.1,

would reduce, release or prejudice that Security or any of those obligations under this Floating Charge (whether or not known to it or the Agent or any other U.K. Facility Secured Party) including:

- 9.1.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 9.1.2 the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor or any other person;
- 9.1.3 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 Obligor or any 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;
- 9.1.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- 9.1.5 any amendment (however fundamental) or replacement of a Loan Document or any other document or security;
- 9.1.6 any unenforceability, illegality or invalidity of any obligation of any person under any Loan Document or any other document or security; or
- 9.1.7 any insolvency or similar proceedings.

9.2 Immediate recourse

The Chargor waives any right it may have of first requiring the Agent to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this Floating Charge. This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.

9.3 Appropriations

Until the expiry of the Security Period, the Agent may:

- 9.3.1 refrain from applying or enforcing any other monies, security or rights held or received by the Agent in respect of the Secured Obligations, or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor will not be entitled to the benefit of the same; and
- 9.3.2 hold in an interest-bearing suspense account any monies received from the Chargor or on account of the Chargor's liability in respect of the Secured Obligations.

9.4 Deferral of Chargors' rights

Until the expiry of the Security Period, and unless the Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Loan Documents:

- 9.4.1 to be indemnified by any other Obligor;
- 9.4.2 to claim any contribution from any other guarantor of that Obligor's obligations under the Loan Documents; and/or
- 9.4.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any of the Agent's rights under the Loan Documents or of any other guarantee or security taken pursuant to, or in connection with, the Loan Documents by the Agent.

10 Duration of Security

- 10.1.1 The obligations of the Chargor under this Floating Charge and the Security created by this Floating Charge will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.
- 10.1.2 If any payment by the Chargor or any other security provider or any release given by the Agent (whether in respect of the Secured Obligations or any security for them or otherwise) is avoided or reduced as a result of an Insolvency Event or any similar event:
 - 10.1.2.1 the liability of the Chargor under this Floating Charge will continue as if the payment, release, avoidance or reduction had not occurred; and
 - 10.1.2.2 the Agent will be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, release, avoidance or reduction had not occurred.

11 Expenses, liability and indemnity

- 11.1 The Chargor will, within 5 Business Days of demand, pay all reasonable legal and other costs and expenses (including any stamp duty, registration or other similar taxes) incurred by a U.K. Facility Secured Party or by any Receiver in connection with this Floating Charge. This includes any costs and expenses relating to the enforcement or preservation of the Secured Assets or any of their respective Rights under this Floating Charge and any amendment, waiver, consent or release required in connection with this Floating Charge.
- 11.2 Neither the U.K. Facility Secured Parties nor a Receiver nor any of their Officers will be in any way liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission

by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Secured Assets or this Floating Charge, except to the extent caused by its own gross negligence or wilful misconduct.

- 11.3 The Chargor will, within 5 Business Days of demand, indemnify each of the U.K. Facility Secured Parties, a Receiver and their respective Officers in respect of all reasonable costs, expenses, or liabilities of any kind which it incurs or suffers in connection with:

11.3.1 anything done or omitted in the exercise of the powers conferred on it by this Floating Charge, unless it was caused by its gross negligence or wilful misconduct;

11.3.2 a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Security created by this Floating Charge had not been granted and which was not caused by its gross negligence or wilful misconduct; or

11.3.3 any breach by the Chargor of the Loan Documents.

- 11.4 The U.K. Facility Secured Parties, any Receiver and their respective Officers will be entitled to be indemnified out of the Secured Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in this clause 11 (*Expenses, Indemnity and Liability*).

12 Power of Attorney

- 12.1 The Chargor irrevocably appoints each of the Agent and any Receiver severally to be its attorney to do anything:

12.1.1 which the Chargor is obliged to do under the Loan Documents; or

12.1.2 which the attorney may require to exercise any of the Rights conferred on it by this Floating Charge or by law.

- 12.2 The Chargor agrees, on the request of the Agent or any Receiver, to ratify and confirm all such action taken.

13 Remedies

- 13.1 The Rights created by this Floating Charge are in addition to any other Rights of the U.K. Facility Secured Parties against the Chargor or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.

- 13.2 No failure by a U.K. Facility Secured Party to exercise any Right under this Floating Charge will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a U.K. Facility Secured Party preclude its further exercise.

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

14 Notices

Any communications to be made under or in connection with this Floating Charge will be made in accordance with section 14.3 (Notices and Communications) of the Credit Agreement.

15 Payments

15.1 Default interest

- 15.1.1 If the Chargor fails to make a payment to a person under this Floating Charge, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).

- 15.1.2 There shall be no charge of interest under this Floating Charge where interest is charged in respect of such expense or liability pursuant to the terms of the Credit Agreement.

15.2 Currency indemnity

No payment by the Chargor (whether under a court order or otherwise) will discharge the obligations of the Chargor unless and until the U.K. Facility Secured Party has received payment in full in the currency in which the obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the amount of the obligation concerned, the U.K. Facility Secured Party will have a separate cause of action against the Chargor for the shortfall.

15.3 Certificates and determinations

Any certification or determination by the Agent of an amount payable by the Chargor under this Floating Charge is, in the absence of manifest error, conclusive evidence of that amount.

16 Counterparts

- 16.1 This Floating Charge may be executed in any number of counterparts and by all of the parties hereto on separate counterparts.

- 16.2 If executed in counterparts:

- 16.2.1 this Floating Charge shall not take effect until all of the counterparts have been delivered;

16.2.2 each counterpart will be held as undelivered for the purposes of The Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 until the parties agree a date ("the agreed date") on which the counterparts are to be treated as delivered; and

16.2.3 the agreed date will be inserted on page 1 of this Floating Charge.

17 Governing Law and Jurisdiction

17.1 Governing Law

This Floating Charge and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

17.2 Jurisdiction

17.2.1 The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Floating Charge (including a dispute regarding the existence, validity or termination of this Floating Charge) (a "Dispute").

17.2.2 The parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

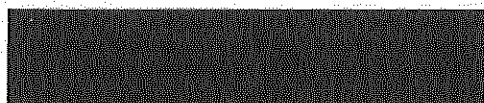
17.2.3 This clause 17.2 (*Jurisdiction*) is for the benefit of the U.K. Facility Secured Parties only. As a result, no U.K. Facility Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a U.K. Facility Secured Party may take concurrent proceedings in any number of jurisdictions.

18 Consent

The Chargor hereby consents to the registration hereof for preservation and execution.

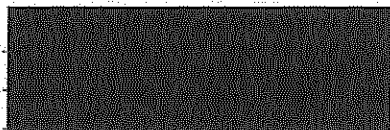
IN WITNESS WHEREOF this Bond and Floating Charge consists of this and the preceding 13 pages is executed as follows:

For HELIX ENERGY SOLUTIONS (U.K.) LIMITED



signature of
director/secretary/authorised signatory/witness

SHONAGH MARCIAKET BROWN
full name of above (print)



Address of witness



signature of
director/secretary/authorised signatory

STEPHEN NAIRN
full name of above (print)

30/9/2021
date of signing

Aberdeen
place of signing

30 September 2021
Date of delivery

For BANK OF AMERICA, N.A. as agent and trustee for the U.K. Facility Secured Parties

signature of
director/secretary/authorised signatory/witness

full name of above (print)

Address of witness

signature of
director/secretary/authorised signatory

full name of above (print)

date of signing

place of signing

Date of delivery

18 **Consent**

The Chargor hereby consents to the registration hereof for preservation and execution.

IN WITNESS WHEREOF this Bond and Floating Charge consists of this and the preceding 13 pages is executed as follows:

For HELIX ENERGY SOLUTIONS (U.K.) LIMITED

signature of
director/secretary/authorised signatory/witness

full name of above (print)

Address of witness

signature of
director/secretary/authorised signatory

full name of above (print)

date of signing

place of signing

Date of delivery

For BANK OF AMERICA, N.A. as agent and trustee for the U.K. Facility Secured Parties

signature of
director/secretary/authorised signatory/witness

full name of above (print)

Address of witness

signature of
director/secretary/authorised signatory

full name of above (print)

date of signing

place of signing

Date of delivery