



**Registration of a Charge**

Company Name: **SIGNATURE AVIATION LIMITED**

Company Number: **00053688**



XAJC70LD

Received for filing in Electronic Format on the: **14/12/2021**

**Details of Charge**

Date of creation: **30/11/2021**

Charge code: **0005 3688 0003**

Persons entitled: **ROYAL BANK OF CANADA AS COLLATERAL AGENT**

Brief description:

**Contains fixed charge(s).**

**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: **MILBANK LLP**



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

Company number: 53688

Charge code: 0005 3688 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2021 and created by SIGNATURE AVIATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2021 .

Given at Companies House, Cardiff on 15th December 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**

THIS SECURITY ACCESSION DEED is made on 30 November 2021

**BETWEEN:**

- (1) The companies listed in Schedule 1 (*New Chargors*) (each, a "**New Chargor**" and together, the "**New Chargors**");
- (2) **BROWN MIDCO LIMITED**, a private limited liability company incorporated in England and Wales with registered number 13084792 for itself and as agent for and on behalf of each of the existing Chargors ("**Initial Holdings**"); and
- (3) **ROYAL BANK OF CANADA** as collateral agent for itself and the other Secured Parties (the "**Collateral Agent**").

**WHEREAS:**

This deed is supplemental to a Debenture dated 7 June 2021 between, amongst others, the Chargors named therein and the Collateral Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the "**Debenture**").

**IT IS AGREED** as follows:

**1. INTERPRETATION**

**1.1 Definitions**

Terms defined in the Debenture shall have the same meanings when used in this Deed.

**1.2 Construction**

Clauses 1.2 (*Construction*) and 1.3 (*Other References and Interpretation*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the Debenture were references to this Deed.

**2. ACCESSION OF NEW CHARGOR**

**2.1 Accession**

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor, in each case in respect of those of its assets specified herein.

**2.2 Covenant to pay**

Subject to any limits on its liability specified in the Secured Debt Documents, each New Chargor covenants, as primary obligor and not only as surety, with the Collateral Agent (for the benefit of itself and the other Secured Parties) that it will pay and discharge each of the Secured Obligations on their due date in accordance with their respective terms (or if they do not specify a time for payment, promptly on prior written demand of the Collateral Agent).

**2.3 Fixed Security**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each New Chargor charges in favour of the Collateral Agent by way of fixed charge all of its Shares and all corresponding Related Rights, in each case as continuing security for the payment of the Secured Obligations and with full title guarantee.

**2.4 Security Assignment**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each New Chargor:

- (a) assigns absolutely by way of security to the Collateral Agent all its right, title and interest from time to time in and to the Intra-Group Debt Documents to which it is party as creditor and all Related Rights; and
- (b) if not effectively assigned by paragraph (a) above, charges in favour of the Collateral Agent by way of fixed charge all of its rights, title and interest from time to time in and to the Intra-Group Debt Documents to which it is party as creditor and all Related Rights,

in each case as continuing security for the payment of the Secured Obligations and with full title guarantee.

## **2.5 Floating Charge**

Subject to Clause 3.5 (*Excluded Assets*) of the Debenture, each New Chargor charges in favour of the Collateral Agent by way of first floating charge all its present and future assets, undertakings and rights, in each case as continuing security for the payment of the Secured Obligations and with full title guarantee.

## **3. NEGATIVE PLEDGE**

Each New Chargor undertakes that it will not create or agree to create or permit to subsist any Liens on or over the whole or any part of its undertaking or assets (present or future) except for the creation of Liens or other transactions permitted by the Debt Financing Agreements

## **4. PSC REPRESENTATION**

- (a) Each New Chargor which has granted a fixed charge over Shares pursuant to Clause 2.3 (*Fixed Security*) makes the representations and warranties set out in paragraph (a) of Clause 5 (*PSC Representation*) of the Debenture by reference to the facts and circumstances existing on the date of this Deed.
- (b) Each New Chargor which has issued Shares over which a fixed charge has been granted pursuant to Clause 2.3 (*Fixed Security*) makes the representations and warranties set out in paragraph (b) of Clause 5 (*PSC Representation*) of the Debenture by reference to the facts and circumstances existing on the date of this Deed.

## **5. CONSENT OF EXISTING CHARGORS**

Initial Holdings (on behalf of the existing Chargors) agrees to the terms of this Deed and that its execution will in no way prejudice or affect the Liens granted by the existing Chargors under (and covenants given by each of them in) the Debenture.

## **6. CONSTRUCTION OF DEBENTURE**

The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to this Deed or this Debenture will be deemed to include this Deed.

## **7. GOVERNING LAW AND JURISDICTION**

This Deed and any non-contractual obligations arising out of or in connection with it are governed English law and the parties agree that 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 or the consequences of its nullity or any non-contractual obligations arising out of or in connection with it).

**In witness whereof this deed has been duly executed and delivered as a deed on the date first above written.**

**SCHEDULE 1**  
**New Chargors**

#	New Chargor	Jurisdiction	Company number
1.	Signature Aviation Limited	England & Wales	00053688
2.	Balderton Aviation Holdings Limited	England & Wales	05556013
3.	BBA Holdings Limited	England & Wales	00546693
4.	BBA Overseas Holdings Limited	England & Wales	00885456

**SCHEDULE 2**  
**Shares**

<b>Name of New Chargor holding Shares</b>	<b>Name of Structural Entity issuing Shares</b>	<b>Number and class of Shares</b>
Signature Aviation Limited	Balderton Aviation Holdings Limited	6,013,570,455 Ordinary Shares of £0.255 each
Balderton Aviation Holdings Limited	BBA Holdings Limited	1,496,890,116 Ordinary Shares of £1.00 each
BBA Holdings Limited	BBA Overseas Holdings Limited	2,227,144,135 Ordinary Shares of £1.00 each

**EXECUTION PAGES TO THE SECURITY ACCESSION DEED**

**The New Chargors**

**Executed as a Deed by** )  
**SIGNATURE AVIATION LIMITED** )  
acting by: )

\_\_\_\_\_  
Na  
Title: Director


\_\_\_\_\_  
Name:  
Title: Director

**EXECUTION PAGES TO THE SECURITY ACCESSION DEED**

**The New Chargors**

**Executed as a Deed by** )  
**SIGNATURE AVIATION LIMITED** )  
acting by: )

\_\_\_\_\_  
Name:  
Title: Director

\_\_\_\_\_  
  
Name: Shawn C. Fallon  
Title: Director



Executed as a Deed by )  
BALDERTON AVIATION HOLDINGS )  
LIMITED )  
acting by:



\_\_\_\_\_  
Name: Jennifer Chase  
Title: Director

\_\_\_\_\_  
Name:  
Title: Director

Executed as a Deed by )  
BALDERTON AVIATION HOLDINGS )  
LIMITED )  
acting by:

\_\_\_\_\_  
Name:  
Title: Director



Name: John Angus Smith  
Title: Director

Executed as a Deed by  
**BBA HOLDINGS LIMITED**  
acting by:

)  
)  
)



---

Name: Jennifer Chase  
Title: Director

---

Name:  
Title: Director

Executed as a Deed by  
BBA HOLDINGS LIMITED  
acting by:

)  
)  
)

\_\_\_\_\_  
Name:  
Title: Director



Name: John Angus Smith  
Title: Director

Executed as a Deed by )  
BBA OVERSEAS HOLDINGS LIMITED )  
acting by: )



\_\_\_\_\_  
Name: Jennifer Chase  
Title: Director

\_\_\_\_\_  
Name:  
Title: Director

Executed as a Deed by  
BBA OVERSEAS HOLDINGS LIMITED  
acting by:

)  
)  
)

\_\_\_\_\_  
Name:  
Title: Director



Name: John Angus Smith  
Title: Director

**Initial Holdings**

**Executed as a Deed by**  
**BROWN MIDCO LIMITED**  
acting by:

)  
)  
)

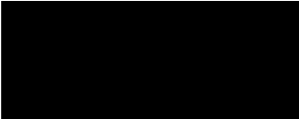
\_\_\_\_\_  
Na  
Title: Director

\_\_\_\_\_  
Name:  
Title: Director

**Initial Holdings**

**Executed** as a **Deed** by )  
**BROWN MIDCO LIMITED** )  
acting by: )

\_\_\_\_\_  
Name:  
Title: Director

  
\_\_\_\_\_  
Name: Shawn C. Fallon  
Title: Director



**The Collateral Agent**

**Royal Bank of Canada**  
as Collateral Agent

Name: Yvonne Brazier

Title: Manager, Agency Services

Address:

Facsimile: 416.842.4023

Attention: Manager, Agency Services Group