



Registration of a Charge

Company name: **AEROSERVE (MSP) LIMITED**

Company number: **04073987**



X83EPQGZ

Received for Electronic Filing: **15/04/2019**

Details of Charge

Date of creation: **12/04/2019**

Charge code: **0407 3987 0010**

Persons entitled: **SANTANDER UK PLC AS SECURITY 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: **WE 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:

OSBORNE CLARKE LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4073987

Charge code: 0407 3987 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2019 and created by AEROSERVE (MSP) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2019 .

Given at Companies House, Cardiff on 16th April 2019

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**

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 15 APRIL 2019

Signed Osborne Clarke LLP

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

Debenture Accession Deed

This Accession Deed is made on

12th APRIL

2019

Between:

(1) **Aeroserve (MSP) Limited** (company number 04073987) whose registered office is at Synergy Lms, Ascot Drive, Derby DE24 8HE (the "**New Chargor**"); and

(2) **Santander UK plc** as agent and trustee for the Secured Parties (the "**Security Agent**"),

and is supplemental to a Debenture granted by the Chargors in favour of the Security Agent on 27 April 2017 (the "**Debenture**").

This Accession Deed witnesses as follows:

1 Definitions and Interpretation

Unless a contrary intention appears, words and expressions defined in the Debenture shall have the same meaning in this Accession Deed and sub-clause 1.2 (*Construction*) of the Debenture shall apply to this Accession Deed.

2 Confirmation

The New Chargor confirms it has read and understood the content of the Debenture.

3 Accession

With effect from the date of this Accession Deed, the New Chargor becomes a party to, and will be bound by the terms of, and assume the obligations and duties of a Chargor under, the Debenture as if it had been an Original Chargor.

4 Security

4.1 Without prejudice to the generality of clause 3 (*Accession*), the New Chargor with full title guarantee in favour of the Security Agent:

- (a) charges by way of legal mortgage, all of the Property described in Part 1 (*The Property*) of the schedule to this Accession Deed;
- (b) charges by way of first fixed charge:
 - (i) all Property not effectively mortgaged by sub-clause 4.1(a);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged by sub-clause 4.1(b)(ii);
 - (iv) all Debts;
 - (v) all Investments not effectively charged by sub-clause 4.1(b)(iv);
 - (vi) all Intellectual Property Rights described in Part 2 (*Intellectual Property Rights*) of the schedule to this Accession Deed;
 - (vii) all Intellectual Property Rights not effectively charged by sub-clause 4.1(b)(vi);

- (viii) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (ix) its goodwill and uncalled capital; and
 - (x) if not effectively assigned by sub-clause 4.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 4.1(c);
 - (c) by way of assignment by way of security:
 - (i) all Insurances and Insurance Proceeds; and
 - (ii) any Hedging Agreement;
 - (d) by way of first floating charge, all its undertaking and all its present and future assets other than those assets which are effectively charged by way of first fixed charge or legal mortgage under sub-clauses 4.1(a) or 4.1(b) or which are effectively assigned by way of security under sub-clause 4.1(c).
- 4.2 The floating charge created by sub-clause 4.1(d)(Security) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.

5 Construction

Save as specifically varied in respect of the New Chargor only, the Debenture shall continue and remain in full force and effect and this Accession Deed shall be read and construed as one with the Debenture so that all references to "this Deed" in the Debenture shall include reference to this Accession Deed.

6 Governing Law

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

In witness this Accession Deed is executed on the date appearing at the head of page 1.

Schedule

Part 1

Property

Part 2

Intellectual Property Rights

Trade marks				
Chargor	Trade mark number	Jurisdiction	Classes	Trade mark text
None at the date of this Deed.	None at the date of this Deed.	None at the date of this Deed.	None at the date of this Deed.	None at the date of this Deed.

Patents			
Chargor	Patent number	Jurisdiction	Description
None at the date of this Deed.	None at the date of this Deed.	None at the date of this Deed.	None at the date of this Deed.

Designs			
Chargor	Design number	Jurisdiction	Description
None at the date of this Deed.	None at the date of this Deed.	None at the date of this Deed.	None at the date of this Deed.

Signatures

Executed and Delivered as a Deed
by AEROSERVE (MSP) LIMITED

acting by A. HOLDROST, a director in the
presence of: 

)
)
)
)
)
)



Director

Witness Signature:

Witness Name:

Adrian Thomas

Address:

Occupation: ACCOUNTANT

Notice details:

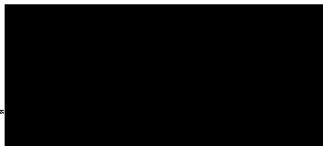
Address: Synergy Lms, Ascot Drive, Derby DE24 8HE

Attention: Chief Financial Officer

The Security Agent

Santander UK plc

By:



(Signature of authorised signatory)

Notice details:

Address: Santander House, 2nd Floor, 100 Ludgate Hill, London EC4M 7RE

Fax: N/A

Attention: Robert Adams, Head of Loan Agency