



Registration of a Charge

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

Company Number: **04073987**



XCZNI5AQ

Received for filing in Electronic Format on the: **25/03/2024**

Details of Charge

Date of creation: **22/03/2024**

Charge code: **0407 3987 0014**

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: **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: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4073987

Charge code: 0407 3987 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd March 2024 and created by AEROSERVE (MSP) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th March 2024 .

Given at Companies House, Cardiff on 28th March 2024

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**

EXECUTION VERSION

Dated this 25 March 2024

Signed



Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

Supplemental Debenture

- (1) STAR Mayan Limited and certain of its subsidiaries
- (2) Santander UK plc as Security Agent

Dated 22 March 2024

Osborne Clarke LLP

EXECUTION VERSION

This Supplemental Debenture is made on 22 March 2024

Between

- (1) **Each person** listed in Schedule 1 the "**Chargors**"; and
- (2) **Santander UK plc** as agent and trustee for the Secured Parties (the "**Security Agent**").

Background:

- (A) Pursuant to the Original Debenture, the Initial Supplemental Debentures and the Debenture Accession Deeds (each as defined below), the Chargors created Security over all of their assets for, amongst other things, their present and future obligations and liabilities under the Facilities Agreement (as defined below) and the other Finance Documents (as defined below).
- (B) The Chargors have agreed to amend the Facilities Agreement to extend the final repayment date and make certain other changes in accordance with the terms of the Amended Facilities Agreement (as defined below).
- (C) This Supplemental Debenture is supplemental to the Original Debenture.

This Supplemental Debenture witnesses as follows:

1. Definitions and interpretation

1.1 Definitions

Terms defined in the Original Debenture shall, unless otherwise defined in this Supplemental Debenture or unless a contrary intention appears, bear the same meaning when used in this Supplemental Debenture and the following definitions shall apply:

"Additional Property" means:

- (a) all of the freehold and/or leasehold property of the Chargor specified in Schedule 2 (*Additional Property*);
- (b) any buildings, fixtures, fittings, plant or machinery from time to time on or forming part of the property referred to in paragraph (a) above; and
- (c) the Related Rights arising in relation to any of the assets described in paragraphs (a) and (b) above.

"Amended Facilities Agreement" means the Facilities Agreement, as amended and restated by the amendment and restatement deed entered into on or about the date of this Supplemental Debenture between amongst others (1) the Chargors and (2) the Security Agent.

"Debenture Accession Deeds" means:

- (a) the accession deed to the Original Debenture dated 4 June 2018 entered into by Grosvenor Contracts (London) Limited in favour of the Security Agent;
- (b) the accession deed to the Original Debenture dated 12 April 2019 entered into by Aeroserve (MSP) Limited in favour of the Security Agent; and
- (c) the accession deed to the Original Debenture dated 12 April 2019 entered into by Aeroserve (Euro) Limited in favour of the Security Agent.

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"Initial Supplemental Debentures" means:

- (a) the supplemental debenture dated 4 June 2018 entered into by the Parent in favour of the Security Agent;
- (b) the supplemental debenture dated 12 April 2019 entered into by the Parent in favour of the Security Agent;
- (c) the supplemental debenture dated 25 September 2019 entered into by each of the Chargors in favour of the Security Agent;
- (d) the supplemental debenture dated 25 September 2019 entered into by each of the Chargors in favour of the Security Agent; and
- (e) the supplemental debenture dated 30 December 2022 entered into by each of the Chargors in favour of the Security Agent.

"Intercreditor Agreement" means the intercreditor agreement dated 27 April 2017 and made between, amongst others, (1) the Parent, (2) the Original Debtors, (3) the Senior Lenders, (4) the Investors (each term as defined therein) and (5) the Security Agent.

"Finance Documents" has the meaning given to such term in the Amended Facilities Agreement.

"Facilities Agreement" means the facilities agreement originally dated 27 April 2017 as amended and restated from time to time, most recently on 27 June 2023, between, amongst others, (1) the Chargors and (2) the Security Agent.

"Original Debenture" means the debenture dated 27 April 2017 and made between, amongst others (1) the Parent and certain of its subsidiaries and (2) the Security Agent.

"Parent" means STAR Mayan Limited, a company incorporated in England and Wales with registered number 10227241.

2. Construction

2.1 Unless a contrary intention appears, sub-clause 1.2 (*Construction*) and sub-clause 1.4 (*Third party rights*) of the Facilities Agreement apply to this Supplemental Debenture, and shall be deemed to be incorporated into this Supplemental Debenture, mutatis mutandis, as though set out in full in this Supplemental Debenture, with any reference to **"this Agreement"** being deemed to be a reference to **"this Supplemental Debenture"**, subject to any necessary changes.

2.2 Any references to the Security Agent or any Receiver shall include its Delegate.

3. Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Security Assets in this Supplemental Debenture to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Supplemental Debenture are incorporated into this Supplemental Debenture.

4. Implied covenants for title

The obligations of the Chargor under this Supplemental Debenture shall be in addition to the covenants for title deemed to be included in this Supplemental Debenture by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

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5. Effect as a deed

This Supplemental Debenture is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

6. Trusts

6.1 The Security Agent holds the benefit of this Supplemental Debenture on trust for the Secured Parties in accordance with the terms of clause 18 (*The Security Agent*) of the Intercreditor Agreement.

6.2 The perpetuity period for any trusts created by this Supplemental Debenture is 125 years.

7. Security Assets

7.1 Supplemental to clause 3 (*Security Assets*) of the Original Debenture, each of the Chargors, as security for the payment of the Secured Liabilities:

- (a) charges in favour of the Security Agent, with full title guarantee, by way of legal mortgage, the Additional Property (if any);
- (b) charges by way of fixed charge, as applicable to the relevant Chargor:
 - (i) all Property (except the Additional Property validly mortgaged under clause 7.1(a) above);
 - (ii) all fixed and permanent Plant and Machinery;
 - (iii) all Plant and Machinery not effectively charged under sub-clause 7.1(b)(ii);
 - (iv) all Shares;
 - (v) all Debts;
 - (vi) all Blocked Accounts;
 - (vii) all Investments;
 - (viii) all Intellectual Property Rights;
 - (ix) any VAT which it is entitled to recover and any other tax refund, rebate or repayment and any sums so received;
 - (x) its goodwill and uncalled capital; and
 - (xi) if not effectively assigned by way of security pursuant to sub-clause 7.1(c), all its rights and interests in (and claims under) the assets described in sub-clause 7.1(c).
- (c) assigns, by way of security, with full title guarantee to the Security Agent all its rights, title and interest in:
 - (i) the Insurances and the Insurance Proceeds;
 - (ii) each Keyman Policy;
 - (iii) each Assigned Contract;
 - (iv) any Hedging Agreement; and

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- (v) all Related Rights in respect of each of the above; and
 - (d) by way of 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 7.1(a) or 7.1(b) or which are effectively assigned by way of security under sub-clause 7.1(c).
- 7.2 The floating charge created by sub-clause 7.1(d) (*Security Assets*) is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act.
- 7.3 Clause 3.4 (*Conversion of floating charge by notice*) and clause 3.5 (*Automatic conversion of floating charge*) of the Original Debenture applies to the floating charge created by sub-clause 7.1(d) (*Security Assets*) above in this Supplemental Debenture.
- 8. **Incorporation**

The provisions of clause 2 (*Covenant to pay*) and clauses 4 (*Nature of Security*) to 19 (*Miscellaneous*) (inclusive) of the Original Debenture apply to this Supplemental Debenture as though they were set out in full in this Supplemental Debenture except that references to "this Deed" in the Original Debenture are to be construed as references to "this Supplemental Debenture".
- 9. **Continuation**
 - 9.1 Except insofar as supplemental hereby, the Original Debenture will remain in full force and effect.
 - 9.2 The Chargor agrees that the execution of this Supplemental Debenture shall in no way prejudice or affect the security granted by it (or the covenants given by it) under the Original Debenture.
 - 9.3 References in the Original Debenture to "**this Deed**" and expressions of similar import shall be deemed to be references to the Original Debenture as supplemented by this Supplemental Debenture and to this Supplemental Debenture.
 - 9.4 This Supplemental Debenture is designated as a Finance Document.
- 10. **Governing law**

This Supplemental Debenture and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 11. **Jurisdiction**
 - 11.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Debenture (including a dispute relating to the existence, validity or termination of this Supplemental Debenture or any non-contractual obligation arising out of or in connection with this Supplemental Debenture) (a "**Dispute**").
 - 11.2 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.
 - 11.3 This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

In witness this Supplemental Debenture is executed on the date appearing at the head of page 1.

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Schedule 1
The Chargors

Name of Chargor	Jurisdiction of Incorporation	Registration number
STAR Mayan Limited	England & Wales	10227241
Synergy Health Managed Services Limited	England & Wales	08393150
Grosvenor Contracts (London) Limited	England & Wales	04240366
Aeroserve (MSP) Limited	England & Wales	04073987
Aeroserve Euro Limited	England & Wales	08019442

EXECUTION VERSION

Schedule 2
Additional Property

Intentionally blank

EXECUTION VERSION

Signatories to Supplemental Debenture

Chargors

Executed and Delivered as a Deed)
by STAR Mayan Limited)
acting by two directors)

.....
Director

.....
Director

Notice details:

Address: Synergy LMS, Ascot Drive, Derby, DE24 8HE
Attention: Chief Financial Officer

Executed and Delivered as a Deed)
by Synergy Health Managed Services Limited)
acting by two directors)

.....
Director

.....
Director

Notice details:

Address: Synergy LMS, Ascot Drive, Derby, DE24 8HE
Attention: Chief Financial Officer

EXECUTION VERSION

Executed and Delivered as a Deed)
by **Grosvenor Contracts (London) Limited**)
acting by two directors)

.....
Director

.....
Director

Notice details:

Address: Synergy LMS, Ascot Drive, Derby, DE24 8HE
Attention: Chief Financial Officer

Executed and Delivered as a Deed)
by **Aeroserve (MSP) Limited**)
acting by two directors)

.....
Director

.....
Director

Notice details:

Address: Synergy LMS, Ascot Drive, Derby, DE24 8HE
Attention: Chief Financial Officer

EXECUTION VERSION

Executed and Delivered as a Deed
by **Aeroserve Euro Limited**
acting by two directors

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)
)

.....
Director

.....
Director

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:

Loans Agency, 2 Triton Square, London NW1 3AN

Fax: N/A

Attention: Richard Priaulx, Lisa Butcher, Isabelle Hammond and Georgie Watters

EXECUTION VERSION

Executed and Delivered as a Deed)
by **Aeroserve Euro Limited**)
acting by two directors)

.....
Director

.....
Director


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:

Loans Agency, 2 Triton Square, London NW1 3AN

Fax: N/A

Attention: Richard Priaulx, Lisa Butcher, Isabelle Hammond and Georgie Watters