



Registration of a Charge

Company Name: **INFRATA LIMITED**

Company Number: **07616088**



XB3AQBS2

Received for filing in Electronic Format on the: **04/05/2022**

Details of Charge

Date of creation: **20/04/2022**

Charge code: **0761 6088 0002**

Persons entitled: **DUNPORT CAPITAL MANAGEMENT DESIGNATED ACTIVITY COMPANY
AS SECURITY TRUSTEE FOR THE SECURED PARTIES**

Brief description: **NOT APPLICABLE**

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: **ADDLESHAW GODDARD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7616088

Charge code: 0761 6088 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2022 and created by INFRATA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2022 .

Given at Companies House, Cardiff on 5th May 2022

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**

Form of Security Deed of Accession

This Deed is made on

20 April 2022

Between

- (1) Brundle Topco Limited (registered in England with number 13907990 for itself and for the Chargors (**Parent**);
- (2) Infrata Limited (registered in England with number 07616088);
- (3) Consilium Aviation Advisory Limited (registered in England with number 09733819); and

Each an **Acceding Chargor**, together the **Acceding Chargors**.

- (4) DunPort Capital Management Designated Activity Company as security trustee for the Secured Parties (**Security Agent**).

Whereas

- (A) This Deed is supplemental to a debenture dated on or around the date of this Security Deed of Accession between, inter alia, the Parent, the Chargors and the Security Agent (**Debenture**).
- (B) The Acceding Chargors have also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Deed of Accession and by doing so each of them appoints the Parent as their agent on the terms set out in the Accession Deed.

It is agreed

1 Definitions and interpretation

1.1 Definitions

- (a) Save to the extent otherwise defined in this Deed, terms defined in the Debenture have the same meaning when used in this Deed.
- (b) In this Deed, **Secured Shares** means all shares present and future held by each Acceding Chargor or the Persons listed in Schedule 3 (Secured Shares) to this Deed.

1.2 Interpretation

Clauses 1.2 (Interpretation), 1.3 (Third party rights), 1.4 (Administration), 1.5 (Incorporated terms), 1.6 (Intercreditor deed) 1.7 (Inconsistency), 1.9 (Present and future assets), 1.10 (Fixed security) and 1.11 (No obligations) of the Debenture are incorporated in this Deed as if they were set out in full in this Deed, but so that references in those clauses to this Deed shall be construed as references to this Security Deed of Accession.

2 Accession of Acceding Chargors

2.1 Accession

Each Acceding 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.

2.2 **Covenant to pay**

Each Acceding Chargor covenants with the Security Agent as security trustee for the Secured Parties that it will pay and discharge the Secured Liabilities when they become due for payment and discharge in accordance with the terms of the Finance Documents.

2.3 **Charging provisions**

All Security created by the Acceding Chargors under this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities;
- (b) granted with full title guarantee, being subject to and qualified by the Legal Reservations; and
- (c) granted in favour of the Security Agent as security trustee for the Secured Parties and the Security Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties.

2.4 **First legal mortgages**

Each Acceding Chargor charges by way of first legal mortgage the Properties described in to Schedule 2 (Properties) to this Deed.

2.5 **Assignments**

- (a) Each Acceding Chargor assigns absolutely, subject to a proviso for re-assignment on redemption all of its rights, title and interest from time to time under or in respect of:
 - (i) the agreements described in Schedule 7 (Relevant Agreements) to this Deed;
 - (ii) its insurance policies described in Schedule 8 (Relevant Policies) to this Deed;
 - (iii) the Key-man policies described in Schedule 4 (Key-man Policies) to this Deed;
 - (iv) each account described in Schedule 9 (Blocked Accounts) to this Deed and any amount standing to the credit of a Blocked Account and the debt represented by each Blocked Account;
 - (v) each account described in Schedule 10 (Unblocked Accounts) to this Deed and any amount standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account; and
 - (vi) each and every sum from time to time paid or payable by any member of the Group for the time being to a Chargor;together with, in each case, all other Related Rights thereto.
- (b) Each Acceding Chargor shall remain liable to perform all of its obligations under the Key-man Policies, each Relevant Agreement, and each Relevant Policy.
- (c) Notwithstanding the other terms of this clause 2.5, prior to the occurrence of a Declared Default, each Acceding Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreement provided that no Chargor shall (or shall agree to or purport to)

set-off any claims it may have under a Relevant Agreement without the prior written consent of the Lenders.

2.6 **First fixed charges**

Each Acceding Chargor shall charge by way of first fixed charge:

- (a) all interests and estates in any freehold, leasehold or commonhold property now or subsequently owned by it (other than any freehold, leasehold or commonhold property effectively charged by way of legal mortgage under clause 2.4);
- (b) all licences to enter or use any Secured Property;
- (c) the benefit of all other agreements, instruments and rights relating to its Secured Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, fittings, equipment and tools and any removals or replacement of them, (excluding any for the time being forming part of the Acceding Chargor's stock in trade or work in progress) (together **Chattels**) present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;
- (e) the Secured Shares;
- (f) the Investments;
- (g) all of its book and other debts and monetary claims and their proceeds (both collected and uncollected) (together **Debts**);
- (h) (other than to the extent effectively assigned under clause 2.5) each Blocked Account, all monies from time to time standing to the credit of each Blocked Account and the debt represented by each Blocked Account;
- (i) (other than to the extent effectively assigned under clause 2.5) each Unblocked Account, all monies from time to time standing to the credit of each Unblocked Account and the debt represented by each Unblocked Account;
- (j) all its Intellectual Property;
- (k) all its goodwill and uncalled capital;
- (l) (other than to the extent effectively assigned under clause 2.5) the Relevant Policies;
- (m) the Hedging Agreements;
- (n) the benefit of all Authorisations held or utilised by it in connection with its business or the use of any of its assets and the right to recover and receive compensation payable in respect of any of them; and
- (o) to the extent that any other assignment in clause 2.5 is ineffective as an assignment, the assets referred to in that clause,

together with, in each case, all other Related Rights thereto.

2.7 Floating charge

- (a) Each Acceding Chargor shall charge by way of first floating charge all its assets and undertaking wherever located both present and future.
- (b) The floating charge created by clause 2.7(a) shall be deferred in point of priority to all fixed Security validly and effectively created by the relevant Acceding Chargor under the Finance Documents in favour of the Security Agent (as trustee for the Secured Parties) as security for the Secured Liabilities

2.8 Qualifying floating charge

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by or under this Deed.

3 Consent of existing charging companies

The Chargors agree to the terms of this Deed and agree that its execution will in no way prejudice or affect any Security granted by any of them by or under the Debenture.

4 Security power of attorney

Each Acceding Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their delegates or sub-delegates to be its attorney with the full power and authority (in its name and otherwise on its behalf) to:

- (a) execute, deliver and perfect all deeds, instruments and other documents; and
- (b) to do or cause to be done all acts and things,

in each case:

- (i) which any attorney may in its absolute discretion deem necessary or appropriate for carrying out any obligation of each Acceding Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law and which the relevant Acceding Chargor ought or has agreed to execute or do under this Deed and which it has failed to do within 5 Business Days following a request from the Security Agent to undertake such execution or action; or
- (ii) following the occurrence of a Declared Default.

Each Acceding Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

5 Notices

Infrata Limited confirms that its address details for notices in relation to clause 24 (Notices) of the Debenture are as follows:

Infrata Limited

Address: C/O Lonsdale Capital Partners LLP, 21 Upper Brook Street, London, England, England, W1K 7PY

Email: [REDACTED] and [REDACTED]

Attention: David Gasparro and Simon Doherty

Consilium Aviation Advisory Limited confirms that its address details for notices in relation to clause 24 (Notices) of the Debenture are as follows:

Consilium Aviation Advisory Limited

Address: C/O Lonsdale Capital Partners LLP, 21 Upper Brook Street, London, England, England, W1K 7PY

Email: [REDACTED] and [REDACTED]

Attention: David Gasparro and Simon Doherty

6 Counterparts

This Deed or any Finance Document entered into under or in connection with 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 or any Finance Document.

7 Governing law and jurisdiction

Clause 31 (Governing law) of the Debenture shall be incorporated in this Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Deed.

This Deed has been signed on behalf of the Security Agent and executed as a deed by each Acceding Chargor and is delivered on the date given at the beginning of this Deed. It is intended by the parties to this Deed that this Deed will take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

Schedule 1**Properties**

None at the date of this Deed

Schedule 2**Secured Shares**

Chargor	Name of Company in which shares are held	Shares
Infrata Limited	Consilium Advisory Aviation Limited	35 Ordinary A shares of £1 each 35 Ordinary B shares of £1 each 30 Ordinary C shares of £1 each

Schedule 3**Key-man Policies**

None at the date of this Deed

Schedule 4**Relevant Policies**

Policy Name	Policy holder	Policy Number
Workspace Plus Policy	Infrata Limited	WSP000004

Schedule 5**Relevant Agreements**

Agreement Name	Policy holder	Policy Number

Schedule 6

Blocked Accounts

None at the date of this Deed

Schedule 7

Unblocked Accounts


Bank	Barclays Bank
Account name	Infrata Ltd
Sort Code	
Account No	0983
Currency	GBP
Bank	Barclays Bank
Account name	Infrata Ltd
Sort Code	
Account No	6549
Currency	GBP (Savings)
Bank	Barclays Bank
Account name	Infrata Ltd
Sort Code	
Account No	3699
Currency	USD (Deposit)
Bank	Barclays Bank
Account name	Infrata Ltd
Sort Code	
Account No	5000
Currency	USD
Bank	Barclays Bank
Account name	Infrata Ltd
Sort Code	
Account No	7100
Currency	EUR
Bank	Barclays Bank
Account name	Infrata Ltd
Sort Code	
Account No	5899
Currency	CAD
Bank	Barclays Bank
Account Name	Consilium Aviation Advisory Ltd
Sort Code	
Account No	4756

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Brundle Topco Limited

)
)
) Director

DocuSigned by:

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Notices

Attention: David Gasparro and Simon Doherty
Address: C/O Lonsdale Capital Partners LLP, 21 Upper
Brook Street, London, England, W1K 7PY
Email:..... and

Chargors

Executed as a deed by
Infrata Limited
acting by a director
in the presence of

)
)
) Director
)
)
) Director

Notices

Attention:
Address:

SIGNATURES TO THE SECURITY DEED OF ACCESSION

Parent

Brundle Topco Limited)
)
)
) Director

Notices

Attention:
Address:
Email:.....

Chargors

Executed as a deed by)
Infrata Limited)
acting by a director)
in the presence of) Director
)
)
) Director

DocuSigned by:
[Redacted Signature]
C64A5F4089B14AA...

DocuSigned by:
[Redacted Signature]
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Notices

Attention:
Address:

Executed as a deed by
Consilium Aviation Advisory Limited
acting by a director
in the presence of

)
)
)
) Director
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)
) Director

DocuSigned by:
[Redacted]
C64A5F4089B14AA...
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[Redacted]
8821308E3C9D4D6...

Notices

Attention:
Address:
Email:.....

The Security Agent

DunPort Capital Management Designated)
Activity Company acting as Security Agent)
)

.....
Authorised signatory

Notices

Attention: Ross Morrow
Address: DunPort Capital Management DAC,
31 Leeson Street, Dublin 2
Email: [Redacted]

Executed as a deed by
Consilium Aviation Advisory Limited
acting by a director
in the presence of

)
)
) Director
)
)
) Director

Notices
Attention:
Address:
Email:

The Security Agent

DunPort Capital Management Designated
Activity Company acting as Security Agent

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)
)
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Authorised signatory

DocuSigned by:
.....
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Notices
Attention: Ross Morrow
Address: DunPort Capital Management DAC,
31 Leeson Street, Dublin 2
Email: