



**Registration of a Charge**

Company name: **NORD AEROSPACE BIDCO LIMITED**

Company number: **13075532**



X9Y0JZ9T

Received for Electronic Filing: **10/02/2021**

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**Details of Charge**

Date of creation: **02/02/2021**

Charge code: **1307 5532 0001**

Persons entitled: **BELLERIVE SPV 30 LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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.**





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

Company number: 13075532

Charge code: 1307 5532 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2021 and created by NORD AEROSPACE BIDCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th February 2021 .

Given at Companies House, Cardiff on 11th February 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

**SECURITY ACCESSION DEED****DATED** 2 February 2021**PARTIES**

- (1) The companies listed in Schedule 1 (*The New Chargors*) (each a "**New Chargor**" and together the "**New Chargors**");
- (2) **NORD AEROSPACE HOLDINGS LIMITED** a company incorporated under the laws of England and Wales with registered number 13070687 (the "**Original Chargor**"); and
- (3) **BELLERIVE SPV 30 LIMITED** a company limited by shares incorporated in Guernsey with registered number 68491 and having its registered office at Kingsway House Havilla nd Street St Peter Port Guernsey GY1 2QE as lender (the "**Lender**").

**BACKGROUND**

This deed is supplemental to a share and floating charge dated 2 February 2021 between, among others, the Original Chargor and the Lender (as supplemented and/or amended from time to time, the "**Share and Floating Charge**").

**THIS DEED WITNESSES as follows:****1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

Words and expressions defined in the Share and Floating Charge shall have the same meaning in this Deed.

**1.2 Interpretation**

The principles of construction set out in clause 1.2 (*Construction*) of the Share and Floating Charge shall apply to this Deed, insofar as they are relevant to it, as they apply to the Share and Floating Charge.

**2 ACCESSION OF NEW CHARGOR**

Each New Chargor agrees to be a Chargor for the purposes of the Share and Floating Charge with immediate effect and agrees to be bound by all of the terms of the Share and Floating Charge as if it had originally been a party to it as a Chargor.

**3 CREATION OF SECURITY**

- 3.1 Each New Chargor charges, by way of a first fixed charge, its interest in all Investments (other than in a Dormant Subsidiary) owned by it or held by any nominee, trustee, custodian or clearance system on its behalf and Related Rights in respect of such Investments, including without limitation the Investments listed at Schedule 2 (*Shares*).
- 3.2 Each New Chargor charges, by way of first floating charge, all its present and future business, assets and undertaking which are not effectively charged by way of fixed charge under this Deed and the Share and Floating Charge.
- 3.3 The Borrower charges, by way of a first fixed charge, its interest in the Par Debt and the Par Debt Loan Note and all Related Rights.

4        **CONSTRUCTION OF SHARE AND FLOATING CHARGE**

The Share and Floating Charge and this Security Accession Deed shall be read together as one instrument on the basis that references in the Share and Floating Charge to "**this Deed**" will be deemed to include this Security Accession Deed.

5        **GOVERNING LAW**

This Deed is governed by English law.

**Executed as a deed and delivered on the date appearing at the beginning of this Deed**

*[Intentionally left blank]*

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**Schedule 1****The New Chargors**

<b>Name of New Chargor</b>	<b>Company Registration Number</b>	<b>Jurisdiction of Incorporation</b>
Nord Aerospace Bidco Limited	13075532	England and Wales
Kaman UK Holdings Limited	06612893	England and Wales
Kaman Composites - UK Holdings Limited	05018017	England and Wales
Brookhouse Group Holdings Limited	04734539	England and Wales
Brookhouse 2004 Limited	03566250	England and Wales

**Schedule 2****Shares**

<b>Name of Chargor which holds the shares</b>	<b>Name of company issuing shares</b>	<b>Number and class of shares</b>
Nord Aerospace Bidco Limited	Kaman UK Holdings Limited	<u>37,043,206</u> Ordinary shares of £1 each 40,000,000 A Ordinary shares of £1 each
Kaman UK Holdings Limited	Kaman Composites - UK Holdings Limited	1,182,248,567 Ordinary shares of £0.01 each 40,000,000 A Ordinary shares of £1 each
Kaman Composites - UK Holdings Limited	Brookhouse Group Holdings Limited	1,000 Ordinary shares of £1 each
Brookhouse Group Holdings Limited	Brookhouse 2004 Limited	15,850,000 Ordinary shares of £1 each
Brookhouse 2004 Limited	Kaman Composites – UK Limited	250,000 Ordinary shares of £1 each

EXECUTION PAGES TO THE SECURITY ACCESSION DEED

THE NEW CHARGORS

Nord Aerospace Bidco Limited

Executed as a deed by a director

in the presence of

Name of witness: Stephanie Kronson

Witness address: [Redacted]  
[Redacted]

) [Redacted]  
)  
)  
)  
) Director

) [Redacted]  
)  
)  
)  
) Witness

Kaman UK Holdings Limited

Executed as a deed by Adam Teeger duly authorised by Nord Aerospace Bidco Limited to sign on its behalf as director of Kaman UK Holdings Limited

in the presence of

Name of witness: Stephanie Kronson

Witness address: [Redacted]  
[Redacted]

) [Redacted]  
)  
)  
)  
) Director

) [Redacted]  
)  
)  
)  
) Witness

Kaman Composites - UK Holdings Limited

Executed as a deed by Adam Teeger duly authorised by Nord Aerospace Bidco Limited to sign on its behalf as director of Kaman Composites - UK Holdings Limited

in the presence of

Name of witness: Stephanie Kronson

Witness address: [Redacted]  
[Redacted]

) [Redacted]  
)  
)  
)  
) Director

) [Redacted]  
)  
)  
)  
) Witness



**Brookhouse Group Holdings Limited**

Executed as a deed by Adam Teeger duly authorised by  
Nord Aerospace Bidco Limited to sign on its behalf as  
director of Brookhouse Group Holdings Limited

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in the presence of

Director

Name of witness: Stephanie Kronson

Witness address:   


)  
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)  
  
Witness

**Brookhouse 2004 Limited**

Executed as a deed by Adam Teeger duly authorised by  
Nord Aerospace Bidco Limited to sign on its behalf as  
director of Brookhouse 2004 Limited

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in the presence of

Director

Name of witness: Stephanie Kronson

Witness address:   


)  
)  
)  
)  
  
Witness

**THE ORIGINAL CHARGOR**

**Nord Aerospace Holdings Limited**

Executed as a deed by a director

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)  
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)  


in the presence of

Director

Name of witness: Stephanie Kronson

Witness address:   


)  
)  
)  
)  
  
Witness

**THE LENDER**

**Bellerive SPV 30 Limited**

By:   
Title: Authorised Signatory

By:   
Title: Authorised Signatory