



Registration of a Charge

Company name: **BJ (201) LIMITED**

Company number: **04069368**



X4DMSCAZ

Received for Electronic Filing: **12/08/2015**

Details of Charge

Date of creation: **06/08/2015**

Charge code: **0406 9368 0010**

Persons entitled: **AERIANCE INVESTMENTS S.À R.L.**

Brief description:

Contains fixed charge(s).

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: **ELEANOR COOK, DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4069368

Charge code: 0406 9368 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th August 2015 and created by BJ (201) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2015 .

Given at Companies House, Cardiff on 13th August 2015

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 Copy



6 August
~~6 August~~

2015

(1) THE COMPANIES NAMED IN THIS DEED
AS CHARGORS

and

(2) AERIANCE INVESTMENTS S.À R.L.
AS SECURITY AGENT

SUPPLEMENTAL ACCOUNT CHARGE

DWF LLP
20 Fenchurch Street
London
EC3M 3AG

THIS SUPPLEMENTAL ACCOUNT CHARGE is dated 6 August 2015 and made between:

- (1) THE COMPANIES LISTED IN SCHEDULE 1 TO THIS DEED (together, the **Chargors** and each a **Chargor**); and
- (2) **AERIANCE INVESTMENTS S.À R.L.** (as security trustee for the Secured Parties (as defined in the Facility Agreement, as defined below)) (in such capacity, the **Security Agent**).

BACKGROUND:

- (A) Each **Chargor** is a party to the Security Agreement (as defined below) as **Chargor** pursuant to which it granted security over all its present and future assets as security for the Secured Liabilities (as defined in the Security Agreement).
- (B) Each **Chargor** enters into this Deed pursuant to clause 20 (*Further Assurances*) of the Security Agreement in order to more effectively perfect the security created by the Security Agreement over each Account (as defined below).

TERMS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed (including background), the following terms have the following meanings:

Account means each bank account specified in Schedule 2 (*Details of Account*) together with all additions to or renewals or replacements thereof (in whatever currency) and all other accounts from time to time maintained by the **Chargors** either jointly or alone;

Account Bank means Santander UK Plc or such other bank with which an Account is held pursuant to clause 16.2 of the Facility Agreement;

Facility Agreement has the meaning given to that term in the Security Agreement; and

Security Agreement means the Security Agreement dated 6 August 2015 and made between (1) the **Chargors** and (2) the **Security Agent**.

- 1.2 Terms defined in or construed for the purposes of the Security Agreement have the same meanings when used in this Deed (unless otherwise defined in this Deed).
- 1.3 Unless a contrary indication appears, any reference in this Deed a **Chargor** or the **Security Agent** shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- 1.4 The principles of construction set out in clause 1.2 (*Interpretation*) of the Security Agreement shall apply to this Deed with any necessary changes, as if they were set out in full in this Deed.

2. INCORPORATION OF PROVISIONS

Clauses 1.3 (*Joint and several Chargors*), 1.4 (*Trust*), 1.5 (*Third Party Rights*) and 25 (*Notices*) of the Security Agreement are incorporated into this Deed, with any necessary changes and as if references in them to the **Security Agreement** or **this Deed** were reference to this Deed, as if they were set out in full in this Deed.

3. GRANT OF SECURITY

3.1 Nature of Security

All Security and dispositions created or made by this Deed are created or made:

- (a) in favour of the Security Agent;
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and
- (c) as continuing security for payment of the Secured Liabilities.

4. FIXED CHARGE

Each Chargor charges and agrees to charge by way of first fixed charge all its present and future right, title and interest in each Account and all monies at any time standing to the credit of each such Account together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing.

4.1 Application of Security Agreement Provisions

The Security created by this Deed is created "pursuant to the Security Agreement" and:

- (a) all references in the Security Agreement to the **Security Assets** included the Acquired Property and the other assets charged by this Deed and to **this Security** includes the Security created by or pursuant to this Deed; and
- (b) all provisions of the Security Agreement relating to the **Security Assets** or to **this Security** (including, without limitation, obligations of the Chargors and rights of enforcement) apply respectively to the Acquired Property and the other assets charged by this Deed and to the Security created by this Deed.

4.2 Notice to Account Bank

Immediately upon execution of this Deed the Chargors shall deliver a duly completed notice to the Account Bank and procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in Schedule 3 (*Form of notice to and acknowledgement from Account Bank*) or, in each case, in such other form as the Security Agent shall agree.

5. ACCOUNTS

- (a) No monies at any time standing to the credit of any account (of any type and however designated) of the Chargors or in which the Chargors have an interest (and no rights and benefits relating thereto) shall be capable of being assigned to any person other than a Secured Party.
- (b) Subject to the provisions of clause 16 of the Facility Agreement, the Chargors shall not withdraw, attempt or be entitled to withdraw (or direct any transfer of) all or any part of the monies in any Account (other than the General Account or the Rent Account while no Default is continuing) without the prior written consent of the Security Agent and the Security Agent shall be entitled (in its absolute discretion) to refuse to permit any such withdrawal or transfer.

- (c) The Account Bank may only be changed to another bank or financial institution with the prior written consent of the Security Agent.
- (d) Each Chargor shall take any action which the Security Agent requires to facilitate a change of Account Bank and any transfer of credit balances (including the execution of bank mandate forms) and irrevocably appoints the Security Agent as its attorney to take any such action any Chargor should fail to do.

6. SUPPLEMENTAL DEED

6.1 Security Agreement

- (a) This Deed is supplemental to the Security Agreement.
- (b) This Deed is a Finance Document.
- (c) From the date of this Deed, the provisions of the Security Agreement and of this Deed shall be read and construed as one and all references to the Security Agreement shall be deemed to incorporate the provisions and amendments contained in this Deed.

6.2 Continuance in Force

For the avoidance of doubt, the provisions of the Security Agreement and the other Finance Documents (except as amended by this Deed) continue to apply and remain in full force and effect.

7. COSTS AND EXPENSES

Each Chargor shall promptly on demand by to the Security Agent the amount of all costs and expenses (including legal fees, valuation fees (and any VAT or similar tax thereon)) incurred by the Security Agent in connection with the negotiation, preparation, execution, registration and completion of this Deed.

8. GOVERNING LAW

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

IN WITNESS of which this Deed has been duly executed by the Chargors as a Deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Deed by the Chargors.

SCHEDULE 1
THE CHARGORS

Company Name	Registered Number	Registered Office
BJ (201) Limited	04069368	No. 1 St Paul's Square, Liverpool, Merseyside L3 9SJ
BJ (202) Limited	04069024	No. 1 St Paul's Square, Liverpool, Merseyside L3 9SJ

SCHEDULE 2

DETAILS OF THE ACCOUNTS

Account holder	Account number	Type	Account bank	Account bank branch address and sort code
BJ (201) Limited and BJ (202) Limited	[REDACTED]	Deposit Account	Santander (UK) plc	[REDACTED] Bridle Road, Booth, Liverpool L30 4AB
BJ (201) Limited and BJ (202) Limited	[REDACTED]	Rent Account	Santander (UK) plc	[REDACTED] Bridle Road, Booth, Liverpool L30 4AB
BJ (201) Limited and BJ (202) Limited	[REDACTED]	General Account	Santander (UK) plc	[REDACTED] Bridle Road, Booth, Liverpool L30 4AB

SCHEDULE 3

FORM OF NOTICE TO AND ACKNOWLEDGEMENT FROM ACCOUNT BANK

To: *[insert name and address of Account Bank]*

Dated [•] 2015

Dear Sirs

RE: ACCOUNT HOLDER[S]: [•] (THE CHARGORS)]¹

1. We give notice that, by a security agreement dated [•] 2015 (the **Security Agreement**), we have charged to [•] (the **Security Agent**) as Security Agent for certain banks and others (as referred to in the Security Agreement) all our present and future right, title and interest in and to the Accounts (as defined in the schedule to this letter), all monies standing to the credit of the Accounts and all additions to or renewals or replacements thereof (in whatever currency) together the **Charged Accounts**) and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.
2. We advise you that, under the terms of the Security Agreement, we are not entitled to withdraw any monies from:
 - (a) the Deposit Account, without first having obtained the prior written consent of the Security Agent; or
 - (b) the Rent Account or the General Account without first having obtained the prior written consent of the Security Agent except to the extent that such consent is given in this notice.
3. The Security Agent, by its countersignature of this notice, agrees that:
 - (a) the Chargors may continue to withdraw monies from the Rent Account and the General Account; and
 - (b) you may debit to the General Account amounts due to you from the Chargors until you receive notice from the Security Agent that it or you may no longer do so.

The Security Agent may by notice to you at any time amend or withdraw this consent.
4. We irrevocably authorise and instruct you from time to time:
 - (a) unless the Security Agent so authorises you in writing, not to permit withdrawals from the Deposit Account except to the extent that any withdrawal is expressly permitted by this notice and such permission has not been withdrawn;
 - (b) to hold all monies from time to time standing to the credit of the Charged Accounts (other than the Rent Account and the General Account until you receive written notice from the Security Agent to that effect) to the order of the Security Agent;
 - (c) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and

¹ The LMA REF FA anticipates there being more than one borrower and to the extent more than one Chargor holds accounts, each such Chargor will need to serve this notice on completion.

- (d) to disclose to the Security Agent such information relating to from the Chargors and the Charged Accounts as the Security Agent may from time to time request you to provide.
5. We agree that you are not bound to enquire whether the right of the Security Agent to withdraw any monies from any Charged Account has arisen or be concerned with:
- (a) the propriety or regularity of the exercise of that right; or
- (b) notice to the contrary; or
- (c) to be responsible for the application of any monies received by the Security Agent.
6. This notice may only be revoked or amended with the prior written consent of the Security Agent.
7. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to from the Chargors) that you agree to the above and that:
- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
- (b) you have not, at the date this notice is returned to the Security Agent, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Security Agent promptly if you should do so in the future; and
- (c) you do not at the date of this notice and will not except as expressly permitted by this notice, in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts.
8. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English Law.

Yours faithfully

For and behalf of
[NAME OF CHARGOR]

Name _____

Title _____

Counterpart signed by

For and behalf of
[NAME OF SECURITY AGENT]

SCHEDULE

Account holder	Account number	Type	Account bank	Account bank branch address and sort code
[•]	[•]	Deposit Account	[•]	[•]
[•]	[•]	Rent Account	[•]	[•]
[•]	[•]	General Account	[•]	[•]

[on copy]

To: [♦]
 as Security Agent
 [ADDRESS]

Copy to: [NAME OF EACH CHARGOR]

We acknowledge receipt of the above notice. We confirm and agree:

- (a) that the matters referred to in it do not conflict with the terms which apply to any Charged Account; and
- (b) the matters set out in paragraph [7] of the above notice.

for and on behalf of
[NAME OF ACCOUNT BANK]

Dated [♦] 20[♦]

EXECUTION PAGE

THE CHARGORS

Executed as a deed by
BJ (201) LIMITED acting by:

Director

Andrew Mason

Witness signature:

Witness name:

Beverley Bentley

Witness address:

1 St Paul's Square
Liverpool

Address: The Corn Exchange, Brunswick Street, Liverpool L2 0PJ

Facsimile No: N/A

Attention: Andrew Mason

Executed as a deed by
BJ (202) LIMITED acting by:

Director

Andrew Mason

Witness signature:

Witness name:

Beverley Bentley

Witness address:

1 St. Paul's Square
Liverpool

Address: The Corn Exchange, Brunswick Street, Liverpool L2 0PJ

Facsimile No: N/A

Attention: Andrew Mason

THE SECURITY AGENT

SIGNED by

authorised for

AERIANCE INVESTMENTS S.À R.L.

acting as management company for and on

behalf of Aerieance FCP, SIF, Sub-Funds ORELI

1 and AMREF 2

Address: 20, boulevard Emmanuelle Servais, L-2535 Luxembourg

Facsimile No: +352 26 96 81 50

Attention: The board of directors