



Registration of a Charge

Company name: **COLLINGWOOD LIGHTING LIMITED**

Company number: **00900626**



X7B2Y2K9

Received for Electronic Filing: **27/07/2018**

Details of Charge

Date of creation: **23/07/2018**

Charge code: **0090 0626 0009**

Persons entitled: **OAKNORTH BANK PLC (AS SECURITY TRUSTEE)**

Brief description: **(CLAUSE 3.1.1) ALL OF THE FREEHOLD AND LEASEHOLD PROPERTY OR IMMOVABLE PROPERTY OF THE COMPANY SITUATED IN ENGLAND AND WALES ((CLAUSE 3.4.1) EXCEPT ANY LEASEHOLD PROPERTY HELD BY THE COMPANY WHICH PRECLUDES ABSOLUTELY OR CONDITIONALLY THE COMPANY FROM CREATING ANY CHARGE OVER THE LEASEHOLD PROPERTY, UNLESS AND UNTIL THE RELEVANT CONDITION OR WAIVER HAS BEEN SATISFIED OR OBTAINED)(CLAUSE 3.1.6) AND ALL OF THE COMPANY'S INTELLECTUAL PROPERTY RIGHTS ((CLAUSE 3.5.1) EXCEPT ANY INTELLECTUAL PROPERTY IN WHICH THE COMPANY HAS AN INTEREST WHICH PRECLUDES ABSOLUTELY OR CONDITIONALLY THE COMPANY FROM CREATING ANY CHARGE OVER ITS INTEREST IN THAT INTELLECTUAL PROPERTY, UNLESS AND UNTIL THE RELEVANT CONDITION OR WAIVER HAS BEEN SATISFIED OR OBTAINED)**

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: **STEVENS & BOLTON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 900626

Charge code: 0090 0626 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2018 and created by COLLINGWOOD LIGHTING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2018 .

Given at Companies House, Cardiff on 31st July 2018

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

DEED OF ACCESSION TO THE DEBENTURE

DATE 23 JULY 2018

PARTIES

- (1) **SEEBECK 63 LIMITED**, a company incorporated in England and Wales (company number 07470186) whose registered office is at Brooklands House Sywell Aerodrome, Wellingborough Road Sywell, Northampton (e-mail [REDACTED])
- COLLINGWOOD GROUP LIMITED**, a company incorporated in England and Wales (company number 01282227) whose registered office is at Brooklands House Sywell Aerodrome, Wellingborough Road Sywell, Northampton (e-mail [REDACTED])
- COLLINGWOOD LIGHTING LIMITED**, a company incorporated in England and Wales (company number 00900626) whose registered office is at Brooklands House Sywell Aerodrome, Wellingborough Road Sywell, Northampton (e-mail [REDACTED])
- (together, the "**Additional Chargers**" and each, an "**Additional Charger**"); and

- (2) **OAKNORTH BANK PLC** as security trustee for each of the Finance Parties (the "**Security Trustee**").

BACKGROUND

- (A) Seebeck 63 Limited is a Subsidiary of CW Lighting Technology Limited. Collingwood Group Limited is a Subsidiary of Seebeck 63 Limited. Collingwood Lighting Limited is a Subsidiary of Collingwood Group Limited.
- (B) CW Lighting Technology Limited and CW Lighting Technology Midco Limited have entered into a debenture dated 23 July 2018 (the "**Debenture**") in favour of the Security Trustee.
- (C) Each Additional Charger has agreed to enter into this deed and to become an Additional Charger under the Debenture.
- (D) The Security Trustee and each Additional Charger intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (E) The Security Trustee holds the benefit of this deed on trust for the Secured Parties on the terms of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND CONSTRUCTION

Terms defined in the Debenture shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed. This Deed is a Finance Document.

2. ACCESSION AND COVENANTS TO PAY

2.1 Accession

With effect from the date of this Deed each Additional Charger:

- 2.1.1 will become a party to the Debenture as a Charger; and
- 2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Charger.

2.2 Covenant to Pay Secured Liabilities

Each Additional Charger covenants that it shall on demand pay to the Security Trustee all monies and discharge all obligations and liabilities now or hereafter owing or incurred by it or any other Obligor to any Secured Party when the same become due in any manner and in any currency or currencies in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Secured Party or purchased (whether by assignment or otherwise) or

acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

2.3 **Potential Invalidity**

Neither the covenant to pay in Clause 2.2 (*Covenant to Pay Secured Liabilities*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.3, cause such covenant, obligation or security to be unlawful under any applicable law.

3. **SECURITY**

3.1 **Creation of Fixed Security**

Each Additional Chargor charges to the Security Trustee by way of fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in such Additional Chargor at the date of this Deed shall be a charge by way of legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of such Additional Chargor's rights to and title and interest from time to time in any and each of the following:

- 3.1.1 the Real Property;
- 3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) owned by it and all Related Property Rights;
- 3.1.3 (to the extent that the same are not the subject of a fixed charge under Clause 3.1.4) all Debts;
- 3.1.4 all Account Proceeds;
- 3.1.5 all Investments;
- 3.1.6 all of its intellectual property rights;
- 3.1.7 all goodwill and uncalled capital;
- 3.1.8 any building contract, consultant appointment and collateral warranty in respect of the development of any Real Property; and
- 3.1.9 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3.2 (*Assignments*).

3.2 **Assignments**

Each Additional Chargor assigns to the Security Trustee with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of such Additional Chargor's rights to and title and interest from time to time in any and each of the following:

- 3.2.1 the Insurance Policies and the Insurance Proceeds;
- 3.2.2 each Development Document;
- 3.2.3 any guarantees, warranties and/or other agreements collateral to the Development Documents and under all licences and permissions obtained by such Additional Chargor from time to time for the purposes of any Development or otherwise for the business of such Additional Chargor;
- 3.2.4 any hedging arrangements;
- 3.2.5 the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements;
- 3.2.6 all income received or receivable from the Property;

- 3.2.7 any guarantee of income received or receivable from the Property contained in or relating to any occupational lease or agreement for lease; and
- 3.2.8 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting such Additional Chargor in respect of the Real Property,
- and all Related Property Rights in respect of the above.

3.3 Preservation of Fixed Charge

Without prejudice to Clause 3.1.3 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), if, pursuant to terms of the Offer Letter or any other Finance Document, any Additional Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of any of its Accounts and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1.4 (*Creation of Fixed Security*) and 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Additional Chargor and the proceeds of those debts.

3.4 LEASE RESTRICTING CHARGING

- 3.4.1 There shall be excluded from the charge created by Clause 3.1 (*Creation of Fixed Security*) any leasehold property held by an Additional Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that Additional Chargor from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") unless and until the relevant condition or waiver has been satisfied or obtained.
- 3.4.2 For each Excluded Property which is material to the business or operation of the relevant Additional Chargor or to the business or operations of the Group as a whole, the relevant Additional Chargor undertakes to:
- (A) where the lease relating to the Excluded Property provides that the relevant party will not unreasonably withhold its consent to the relevant Additional Chargor charging its interest in the relevant Excluded Property (the "**Consent Provision**"), apply for the relevant consent or waiver of prohibition or condition within 10 Business Days of the date of this Deed (or, as the case may be, within 10 Business Days of the date of the acquisition of the relevant Excluded Property) and use reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible; or
- (B) where the lease relating to the Excluded Property does not contain the Consent Provision, apply for the relevant consent or waiver of prohibition or condition within 10 Business Days of a request from the Security Agent to do so (which request may only be delivered when an Event of Default has occurred and is continuing) and thereafter use reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible.
- 3.4.3 Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Trustee under Clause 3.1 (*Creation of Fixed Security*). If required by the Security Trustee at any time following receipt of that waiver or consent, the relevant Additional Chargor will forthwith execute a valid legal mortgage in such form as the Security Trustee shall reasonably require.

3.5 INTELLECTUAL PROPERTY RESTRICTING CHARGING

- 3.5.1 There shall be excluded from the charge created by Clause 3.1 (*Creation of Fixed Security*) any intellectual property in which an Additional Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) that Additional Chargor from creating any charge over its interest in that intellectual property (each an "**Excluded Intellectual Property**") unless and until the relevant condition or waiver has been satisfied or obtained.
- 3.5.2 For each Excluded Intellectual Property which is material to the business or operation of the relevant Additional Chargor or to the business or operations of the Group as a whole, the relevant Additional Chargor undertakes to:
- (A) where the contract relating to the Excluded Intellectual Property provides that the relevant party will not unreasonably withhold its consent to the relevant Additional Chargor charging

its interest in the relevant Excluded Intellectual Property (the "**IP Consent Provision**"), apply for the relevant consent or waiver of prohibition or condition within 10 Business Days of the date of this Deed (or, as the case may be, within 10 Business Days of the date of the acquisition of the relevant Excluded Intellectual Property) and use reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible; or

- (B) where the contract relating to the Excluded Intellectual Property does not contain the IP Consent Provision, apply for the relevant consent or waiver of prohibition or condition within 10 Business Days of a request from the Security Agent to do so (which request may only be delivered when an Event of Default has occurred and is continuing) and thereafter use reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible.

3.5.3 Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Trustee under Clause 3.1 (*Creation of Fixed Security*). If required by the Security Trustee at any time following receipt of that waiver or consent, the relevant Additional Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Trustee shall reasonably require.

4. **FLOATING CHARGE**

- 4.1 Each Additional Chargor charges to the Security Trustee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*).
- 4.2 The floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- 4.3 Without prejudice to Clause 4.2, the Security Trustee reserves its rights to appoint an administrative receiver on and following an Event of Default which is continuing in accordance with sections 72 B to H (inclusive) of the Insolvency Act 1986.

5. **MISCELLANEOUS**

With effect from the date of this Deed:

- 5.1 the Debenture will be read and construed for all purposes as if each Additional Chargor had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed); and
- 5.2 any reference in the Debenture to this Deed and similar phrases will include this Deed and all references in the Debenture to Schedule 2 (*Real Property*) (or any part of it) will include a reference to Schedule 1 (*Real Property*) to this Deed (or relevant part of it).

6. **CONTINUING SECURITY**

This Deed shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

7. **LAW**

This deed and any non-contractual obligations arising out of or in connection with this Deed are governed by English law.

8. **JURISDICTION**

8.1 **Jurisdiction of English courts**

8.1.1 The courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed and a dispute regarding a non contractual obligation referred to in Clause 7 (*Law*)) (a "**Dispute**").

8.1.2 The Agent and the Security Trustee and each Additional Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Additional Chargor will argue to the contrary.

8.1.3 This clause is for the benefit of the Agent and the Security Trustee only. As a result, neither the Agent nor Security Trustee shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Agent and/or the Security Trustee may take concurrent proceedings in any number of jurisdictions.

9. **COUNTERPARTS**

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1 - REAL PROPERTY

| Additional Chargor | Address | Interest | Tenure |
|---------------------------|----------------|-----------------|---------------|
| | | | |
| | | | |

None being charged as at the date of this deed.

SIGNATURE PAGE TO DEED OF ACCESSION

The Additional Chargors

EXECUTED AS A DEED by

SEEBECK 63 LIMITED

acting by

in the presence of:

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)

)



Director

Signature of witness



Name of witness

(in BLOCK CAPITALS)

KATIE McALISTER

Address of witness

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

EXECUTED AS A DEED by)
COLLINGWOOD GROUP LIMITED)
)
acting by)
)
in the presence of:)


Director

Signature of witness



Name of witness
(in BLOCK CAPITALS)

KATIE MCALISTER

Address of witness

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON. EC4A 3TW

EXECUTED AS A DEED by)
COLLINGWOOD LIGHTING LIMITED)



acting by)

Director

in the presence of:)

Signature of witness



Name of witness

(in BLOCK CAPITALS)

KATIE MCALISTER

Address of witness

TAYLOR WESSING LLP
5 NEW STREET SQUARE
LONDON EC4A 3TW

The Security Trustee

SIGNED by

Rishi Khosla

for and on behalf of

OAKNORTH BANK PLC

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