



Registration of a Charge

Company name: **SOLAR COMMUNICATIONS LIMITED**

Company number: **02319958**

Received for Electronic Filing: **06/09/2018**



Details of Charge

Date of creation: **31/08/2018**

Charge code: **0231 9958 0008**

Persons entitled: **ARES MANAGEMENT LIMITED**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

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:

PROSKAUER ROSE (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2319958

Charge code: 0231 9958 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st August 2018 and created by SOLAR COMMUNICATIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2018 .

Given at Companies House, Cardiff on 10th September 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

ACCESSION DEED

THIS ACCESSION DEED is made on

31 August 2018

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 (each an “Acceding Company”);
- (2) ROBIN MIDCO LIMITED (the “Parent”); and
- (3) ARES MANAGEMENT LIMITED (as Security Agent for the Secured Parties (as defined below)) (the “Security Agent”).

BACKGROUND

This Accession Deed is supplemental to a debenture dated 31 August 2018 and made between (1) the Chargors named in it and (2) the Security Agent (the “Debenture”).

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Terms defined in, or construed for the purposes of, the Debenture have the same meanings when used in this Accession Deed including the recital to this Accession Deed (unless otherwise defined in this Accession Deed).

(b) Construction

Clause 1.2 (*Interpretation*) of the Debenture applies with any necessary changes to this Accession Deed as if it were set out in full in this Accession Deed.

2. ACCESSION OF THE ACCEDING COMPANY

(a) Accession

Each Acceding Company:

- (i) unconditionally and irrevocably undertakes to and agrees with the Security Agent to observe and be bound by the Debenture; and
- (ii) creates and grants at the date of this Deed the charges, mortgages, assignments and other security which are stated to be created or granted by the Debenture,

as if it had been an original party to the Debenture as one of the Chargors.

(b) Covenant to pay

Without prejudice to the generality of Clause 2.1(a), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants in the terms set out in Clause 2 (*Covenant To Pay*) of the Debenture.

(c) Charge and assignment

Without prejudice to the generality of Clause 2.1(a), each Acceding Company with full title guarantee, charges and assigns (and agrees to charge and assign) to the Security Agent for the payment and discharge of the Secured Obligations, all its right, title and interest in and to the property, assets and undertaking owned by it or in which it has an interest, on the terms set out in Clauses 3 (*Grant of Security*), 4 (*Fixed Security*) and 5 (*Floating Charge*) of the Debenture including (without limiting the generality of the foregoing):

- (i) by way of first legal mortgage all the freehold and leasehold Real Property (other than any Short Leasehold Property) (if any) vested in or charged to the Acceding Company (including, without limitation, the property specified against its name in Part 1 of Schedule 2 (*Details Of Security Assets*) (if any));
 - (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part 2 of Schedule 2 (*Details Of Security Assets*) (if any)); together with
 - (B) all Related Rights from time to time accruing to them;
 - (iii) by way of first fixed charge each of its Collection Accounts and its other accounts with any bank or financial institution at any time (including, without limitation, those specified against its name in Part 3 of Schedule 2 (*Details Of Security Assets*)) and all monies at any time standing to the credit of such accounts;
 - (iv) by way of first fixed charge all Intellectual Property (including, without limitation, the Intellectual Property specified against its name in Part 4 of Schedule 2 (*Details Of Security Assets*));
 - (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part 5 of Schedule 2 (*Details Of Security Assets*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and
 - (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part 6 of Schedule 2 (*Details Of Security Assets*)), all claims under the Insurances and all proceeds of the Insurances.
- (d) **Representations**

Each Acceding Company makes the representations and warranties set out in this paragraph 2(d) to the Security Agent and to each other Secured Party as at the date of this Accession Deed:

- (i) each Acceding Company is the sole legal and beneficial owner of all of the Security Assets identified against its name in Schedule 2 (*Details Of Security Assets*);
- (ii) the Charged Securities listed in part 2 of Schedule 2 to the Accession Deed (*Details of Security Assets owned by the Acceding Companies*) constitute the entire share capital owned by each Acceding Company in the relevant company and constitute the entire share capital of each such company; and

- (iii) part 1 of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all freehold and leasehold Real Property (other than Short Leasehold Property) which is beneficially owned by each Acceding Company at the date of this Deed.

(e) **Consent**

Pursuant to Clause 24.3 (*Accession Deed*) of the Debenture, the Parent (as agent for itself and the existing Chargors):

- (i) consents to the accession of each Acceding Company to the Debenture on the terms of this Accession Deed; and
- (ii) agrees that the Debenture shall, after the date of this Accession Deed, be read and construed as if each Acceding Company had been named in the Debenture as a Chargor.

3. **CONSTRUCTION OF DEBENTURE**

This Accession Deed shall be read as one with the Debenture so that all references in the Debenture to “this Deed” and similar expressions shall include references to this Accession Deed.

4. **THIRD PARTY RIGHTS**

Save as expressly provided to the contrary in the Debenture, a person who is not a party to this Accession Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Accession Deed.

5. **NOTICE DETAILS**

Notice details for each Acceding Company are those identified with its name below.

6. **COUNTERPARTS**

This Accession Deed may be executed in any number of counterparts, and this has the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Accession Deed.

7. **GOVERNING LAW**

This Accession 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 Accession Deed has been duly executed by each Acceding Company and the Parent as a deed and duly executed by the Security Agent and has been delivered on the first date specified on page 1 of this Accession Deed by each Acceding Company and the Parent.

SCHEDULE 1 TO THE ACCESSION DEED

The Acceding Companies

| Company name | Registered number | Registered office |
|--------------------------------------|-------------------|---|
| Solar Communications Group Limited | 04313913 | Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG |
| Solar Communications Limited | 02319958 | Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG |
| Response Data Communications Limited | 03079264 | Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG |
| Denwa Limited | 05138124 | Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG |
| TWL Voice & Data Limited | 04914909 | Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe Valley Park, Shirley, Solihull, England, B90 8BG |

SCHEDULE 2 TO THE ACCESSION DEED

Details of Security Assets owned by the Acceding Companies

Part 1

Real Property

| Acceding Company | Address | Title number |
|--------------------------------|---------|--------------|
| None at the date of this Deed. | | |

Part 2

Charged Securities

| Acceding Company | Name of company in which shares are held | Class of shares held | Number of shares held | % ownership |
|------------------------------------|--|---------------------------------|-----------------------|-------------|
| Solar Communications Group Limited | Solar Communications Limited | Ordinary shares of £1.00 each | 100 | 100% |
| Solar Communications Group Limited | Response Data Communications Limited | Ordinary shares of £1.00 each | 100 | 100% |
| Solar Communications Group Limited | Denwa Limited | Ordinary shares of £1.00 each | 10,001 | 100% |
| Solar Communications Group Limited | TWL Voice and Data Limited | A Ordinary shares of £1.00 each | 1 | 100% |
| | | B Ordinary shares of £1.00 each | 1 | 100% |

Part 3

Charged Accounts

| Collection Accounts | | | |
|------------------------------------|----------------|--------------|-----------|
| Account Holder | Account Number | Account Bank | Sort code |
| Solar Communications Group Limited | | Barclays | |

| Collection Accounts | | | |
|--------------------------------------|----------------|--------------|-----------|
| Account Holder | Account Number | Account Bank | Sort code |
| Solar Communications Limited | | Barclays | |
| Solar Communications Limited | | Barclays | |
| Solar Communications Limited | | Barclays | |
| Solar Communications Limited | | Barclays | |
| Solar Communications Limited | | Barclays | |
| Solar Communications Limited | | Barclays | |
| TWL Voice and Data Limited | | Barclays | |
| TWL Voice and Data Limited | | Barclays | |
| TWL Voice and Data Limited | | Barclays | |
| TWL Voice and Data Limited | | Barclays | |
| Response Data Communications Limited | | Natwest | |
| Denwa Limited | | HSBC | |

Part 4

Intellectual Property

None at the date of this Deed.

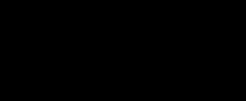

Part 5

Material Contracts

| Acceding Company | Date of Relevant Contract | Parties | Details of Relevant Contract |
|--------------------------------|---------------------------|---------|------------------------------|
| None at the date of this Deed. | | | |

Part 6

Insurances

| Acceding Company | Insurer | Policy number |
|------------------------------------|---------------------------------|---|
| Solar Communications Group Limited | Travelers Insurance Co. Limited |  |
| Solar Communications Group Limited | Axa Insurance Co Ltd |  |

EXECUTION PAGES OF THE ACCESSION DEED

THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the)
first date specified on page 1, by **SOLAR**)
COMMUNICATIONS GROUP LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:



LISA BOYLE

EVERSHEDS SUTHERLAND

(INTERNATIONAL) LLP

115 COLMORE ROW

BIRMINGHAM B3 3AL

Address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe
Valley Park, Shirley, Solihull, England, B90 8BG

Attention: The Directors

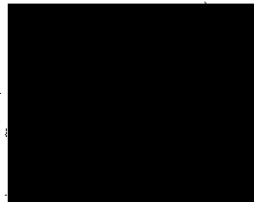
Executed as a deed, but not delivered until the)
first date specified on page 1, by **SOLAR**)
COMMUNICATIONS LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:



LISA BOYLE

EVERSHEDS SUTHERLAND

(INTERNATIONAL) LLP

115 COLMORE ROW

BIRMINGHAM B3 3AL

Address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe
Valley Park, Shirley, Solihull, England, B90 8BG

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by **RESPONSE DATA**)
COMMUNICATIONS LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

EVERSHEDS SUTHERLAND

(INTERNATIONAL) LLP

115 COLMORE ROW

Address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe
Valley Park, Shirley, Solihull, England, B90 8BG

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by **DENWA LIMITED**)
acting by:)

Director

Witness signature

Witness name:

Witness address:

EVERSHEDS SUTHERLAND

(INTERNATIONAL) LLP

115 COLMORE ROW

BIRMINGHAM B3 3AL

Address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe
Valley Park, Shirley, Solihull, England, B90 8BG

Attention: The Directors

Executed as a deed, but not delivered until the)
first date specified on page 1, by TWI VOICE)
AND DATA LIMITED)

Director

Witness signature

Witness name:

Witness address:

LISA BOYLE
EVERSHEDS SUTHERLAND

(INTERNATIONAL) LLP

115 COLMORE ROW

BIRMINGHAM B3 3AL

Address: Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe
Valley Park, Shirley, Solihull, England, B90 8BG

Attention: The Directors

THE PARENT

Executed as a deed, but not delivered until the)
first date specified on page 1, by **ROBIN MIDCO**)
LIMITED acting by:)

Director

Witness signature

Witness name:

Witness address:

Address:

Attention:

Wavenet Group, Second Floor One Central Boulevard, Central Boulevard, Blythe
Valley Park, Shirley, Solihull, England, B90 8BG

The Directors

THE SECURITY AGENT

Signed by John Atherton
for and on behalf of
ARES MANAGEMENT LIMITED

Signature

A solid black rectangular box used to redact the signature.