



Registration of a Charge

Company name: **CW LIGHTING TECHNOLOGY LIMITED**

Company number: **10909519**

Received for Electronic Filing: **23/02/2021**



Details of Charge

Date of creation: **12/02/2021**

Charge code: **1090 9519 0002**

Persons entitled: **LUCID TRUSTEE SERVICES LIMITED (AS SECURITY TRUSTEE FOR THE SECURED PARTIES (AS DEFINED IN THE INSTRUMENT))**

Brief description:

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, SIGNED BY THE ACCEDING COMPANIES (AS
DEFINED THEREIN) USING THEIR ELECTRONIC SIGNATURE.**

Certified by:

DECHERT LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10909519

Charge code: 1090 9519 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2021 and created by CW LIGHTING TECHNOLOGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2021 .

Given at Companies House, Cardiff on 24th 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

DEBENTURE ACCESSION DEED

THIS ACCESSION DEED is made on 12 February 2021

BETWEEN

- (1) EACH COMPANY LISTED IN SCHEDULE 1 TO THIS DEED (each an "Acceding Company" and together the "Acceding Companies");
- (2) LUNA MIDCO LIMITED, a company incorporated in England and Wales with registered number 13127084 (the "Parent"); and
- (3) LUCID TRUSTEE SERVICES LIMITED (as security trustee for the Secured Parties (as defined below)) (the "Security Agent").

BACKGROUND

This Accession Deed is supplemental to a debenture dated on or about the date of this Accession Deed 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 EACH 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 Accession 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(a) (*Accession*), each Acceding Company (jointly and severally with the other Chargors and each other Acceding Company), covenants and undertakes 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(a) (*Accession*), 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 Material Property (if any) vested in or charged to each Acceding Company (including, without limitation, the property specified against its name in Part A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (ii) by way of first fixed charge:
 - (A) all the Charged Securities (including, without limitation, those specified against its name in Part B of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (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 C of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*)) 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 D of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any));
- (v) by way of absolute assignment the Relevant Contracts (including, without limitation, those specified against its name in Part E of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them;
- (vi) by way of absolute assignment the Insurances (including, without limitation, those specified against its name in Part F of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) (if any)), all claims under the Insurances and all proceeds of the Insurances; and
- (vii) by way of first floating charge all of its present and future assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to Clause 3 (*Grant of security*) or Clause 4 (*Fixed security*) of the Debenture or this Clause 2(c) or any other provision of the Debenture.

(d) Representations

Each Acceding Company makes the representations and warranties set out in this paragraph (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 owned by the Acceding Companies*);
- (ii) the Charged Securities listed in Part B of Schedule 2 (*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 A of Schedule 2 (*Details of Security Assets owned by the Acceding Companies*) identifies all Material Property which is beneficially owned by each Acceding Company at the date of this Accession Deed.

(e) Consent

Pursuant to Clause 23.3 (*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 or otherwise 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

The Acceding Companies

Company name	Registered number	Registered office
CW Lighting Technology Group Limited	10909325	Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton, Northamptonshire, United Kingdom, NN6 0BT
CW Lighting Technology Midco Limited	10941439	Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton, Northamptonshire, United Kingdom, NN6 0BT
CW Lighting Technology Limited	10909519	Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton, Northamptonshire, United Kingdom, NN6 0BT
Seebeck 63 Limited	07470186	Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton, Northamptonshire, United Kingdom, NN6 0BT
Collingwood Group Limited	01282227	Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton, Northamptonshire, United Kingdom, NN6 0BT
Collingwood Lighting Limited	00900626	Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton, Northamptonshire, United Kingdom, NN6 0BT

SCHEDULE 2

Details of Security Assets owned by the Acceding Companies

Part A Material Property

Registered land				
Acceding Company	Address	Administrative Area		Title number
None as at the date of this Accession Deed.				
Unregistered land				
Acceding Company	Address	Document describing the Material Property		
		Date	Document	Parties
None as at the date of this Accession Deed.				

Part B Charged Securities

Acceding Company	Name of company in which shares are held	Class of shares held	Number of shares held	Issued share capital
CW Lighting Technology Group Limited	CW Lighting Technology Midco Limited	Ordinary	1	£1.00
CW Lighting Technology Midco Limited	CW Lighting Technology Limited	Ordinary	1	£1.00
CW Lighting Technology Limited	Seebeck 63 Limited	Ordinary	1,370,900	£13,709.00
Seebeck 63 Limited	Collingwood Group Limited	Ordinary	9,140	£9,140.00
Collingwood Group Limited	Collingwood Lighting Limited	Ordinary	1,000	£1,000.00
		Deferred Ordinary	5,000	£5,000.00

Part C Charged Accounts

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
Collingwood Lighting Limited	██████917	HSBC UK Bank plc	HSBC Northampton 22 Abington Street Northampton Northamptonshire, NN1 2AN Sort code: 40-35-04
Collingwood Lighting Limited	██████974	HSBC UK Bank plc	HSBC Northampton 22 Abington Street Northampton Northamptonshire, NN1 2AN Sort code: 40-12-76
Collingwood Lighting Limited	██████306	HSBC UK Bank plc	HSBC Northampton 22 Abington Street Northampton Northamptonshire, NN1 2AN Sort code: 40-12-76
Collingwood Lighting Limited	██████906	HSBC UK Bank plc	HSBC Northampton 22 Abington Street Northampton Northamptonshire, NN1 2AN Sort code: 40-12-76
Collingwood Group Limited	██████856	HSBC UK Bank plc	HSBC Northampton 22 Abington Street Northampton Northamptonshire, NN1 2AN Sort code: 40-35-04
CW Lighting Technology Limited	██████000	HSBC UK Bank plc	HSBC Northampton 22 Abington Street Northampton

Collection Accounts			
Account Holder	Account Number	Account Bank	Account bank branch address and sort code
			Northamptonshire, NN1 2AN Sort code: 40-35-04
CW Lighting Technology Midco Limited	993	HSBC UK Bank plc	HSBC Northampton 22 Abington Street Northampton Northamptonshire, NN1 2AN Sort code: 40-35-04
CW Lighting Technology Group Limited	985	HSBC UK Bank plc	HSBC Northampton 22 Abington Street Northampton Northamptonshire, NN1 2AN Sort code: 40-35-04

Part D Intellectual Property

Part D1 - Trade marks				
Proprietor/ADP number	TM number	Jurisdiction/apparent status	Classes	Mark text
Collingwood Lighting Limited	304702851	Hong Kong (Registered)	09,11	COLLINGWOOD
Collingwood Lighting Limited	013534094	European Union (Registered)	09,11	H4 PRO
Collingwood Lighting Limited	13534078	European Union (Registered)	09,11	H3 PRO
Collingwood Lighting Limited	13534011	European Union (Registered)	09,11	H1 PRO
Collingwood Lighting Limited	13534557	European Union (Registered)	09,11	H6 PRO
Collingwood Lighting Limited	13534541	European Union (Registered)	09,11	H5 PRO
Collingwood Lighting Limited	7417207	European Union (Registered)	11	FIRELED

Collingwood Lighting Limited	3989834	India (Registered)	09,11	COLLINGWOOD
Collingwood Lighting Limited	995806	International Register (Registered)	09,11	C
Collingwood Lighting Limited	990068	International Register (Registered)	09,11	COLLINGWOOD
Collingwood Lighting Limited	799061	New Zealand (Registered)	09	COLLINGWOOD
Collingwood Lighting Limited	799062	New Zealand (Registered)	11	COLLINGWOOD
Collingwood Lighting Limited	799063	New Zealand (Registered)	09	C
Collingwood Lighting Limited	799064	New Zealand (Registered)	11	C
Collingwood Lighting Limited	818711	New Zealand (Registered)	11	EVOLED
Collingwood Lighting Limited	2008/26837	South Africa (Application pending)	09	COLLINGWOOD
Collingwood Lighting Limited	2008/26840	South Africa (Application pending)	11	C
Collingwood Lighting Limited	2008/26839	South Africa (Application pending)	09	C
Collinwood Lighting Limited	2008/26838	South Africa (Application pending)	11	COLLINGWOOD
Collingwood Lighting Limited	107068090	Taiwan (Registered)	09,11	COLLINGWOOD
Collingwood Lighting Limited	2496246	United Kingdom (Registered)	09,11	COLLINGWOOD
Collingwood Lighting Limited	2496245	United Kingdom (Registered)	09,11	C

Part D2 - Patents		
Proprietor/ADP number	Patent number	Description
Collingwood Lighting Limited	GB2576385	Electrical connector assembly for a lighting unit

Collingwood Lighting Limited	GB2570174	Lighting unit
Collingwood Lighting Limited	GB2544975	Method for manufacturing a lighting unit & lighting unit
Collingwood Lighting Limited	GB2522419	Lighting unit
Collingwood Lighting Limited	GB2512715	Lighting unit
Collingwood Lighting Limited	GB2520248	Lighting unit
Collingwood Lighting Limited	GB2510865	Method for manufacturing a lighting unit and lighting unit
Collingwood Lighting Limited	GB2481730	Lighting unit
Collingwood Lighting Limited	GB2481542	Lighting unit
Collingwood Lighting Limited	GB2475649	Lighting unit
Collingwood Lighting Limited	GB2487912	Lighting unit
Collingwood Lighting Limited	GB2462155	Lighting unit
Collingwood Lighting Limited	GB2461935	Lighting unit
Collingwood Lighting Limited	EP3594559	Lighting unit
Collingwood Lighting Limited	EP3176502	Method for manufacturing a lighting unit & lighting unit
Collingwood Lighting Limited	EP2350527	Lighting unit
Collingwood Lighting Limited	EP2344809	Lighting unit
Collingwood Lighting Limited	EP3648256 (Examination in process)	Electrical connector assembly for a lighting unit
Collingwood Lighting Limited	WO2010055294 (Entry into national phases)	Lighting unit

Part E Relevant Contracts

Acceding Company	Date of Relevant Contract	Parties	Details of Relevant Contract
None as at the date of this Accession Deed.			

Part F Insurances

Acceding Company	Insurer	Policy number
Collingwood Lighting Limited	Travelers Insurance Company Limited (Combined Commercial Insurance)	UCCMK5573410
Collingwood Lighting Limited	Chubb European Group SE (Business Computer Insurance)	UKEDPO12526120
Collingwood Lighting Limited	Octane London Market Ltd (AXA) (Motor Fleet Insurance Policy)	201904/OCLM/0000001417
Collingwood Lighting Limited	Zurich Insurance Group Ltd (Marine Cargo Insurance)	JU890319
Collingwood Lighting Limited	HSB Engineering Insurance Services Limited (Engineering Inspection Insurance)	H4B/0032212//SGS4467104315

EXECUTION PAGES OF THE ACCESSION DEED

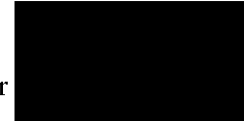
THE ACCEDING COMPANIES

Executed as a deed, but not delivered until the first)
date specified on page 1, by CW LIGHTING)
TECHNOLOGY GROUP LIMITED acting by:)

Director



Director



Address: Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton, Northamptonshire, United Kingdom, NN6 0BT

Email: mn@ambientasgr.com and aa@ambientasgr.com

Attention: The Directors

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

Director

A black rectangular box redacting the signature of the first director.

Director

A black rectangular box redacting the signature of the second director.

Address: Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton,
Northamptonshire, United Kingdom, NN6 0BT

Email: mn@ambientasgr.com and aa@ambientasgr.com

Attention: The Directors

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

Director

Director

Address: Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton, Northamptonshire, United Kingdom, NN6 0BT

Email: mn@ambientasgr.com and aa@ambientasgr.com

Attention: The Directors

Executed as a deed, but not delivered until the first
date specified on page 1, by **SEEBECK 63**)
LIMITED acting by:)

)
Director

Director

Address: Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton,
Northamptonshire, United Kingdom, NN6 0BT

Email: mn@ambientasgr.com and aa@ambientasgr.com

Attention: The Directors

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

)
)
)

Director



Director



Address: Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton,
Northamptonshire, United Kingdom, NN6 0BT

Email: mn@ambientasgr.com and aa@ambientasgr.com

Attention: The Directors

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

)
Director

Director

Address: Brooklands House, Sywell, Aerodrome Wellingborough Road, Sywell, Northampton,
Northamptonshire, United Kingdom, NN6 0BT

Email: mn@ambientasgr.com and aa@ambientasgr.com

Attention: The Directors

THE PARENT

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

Director

Director

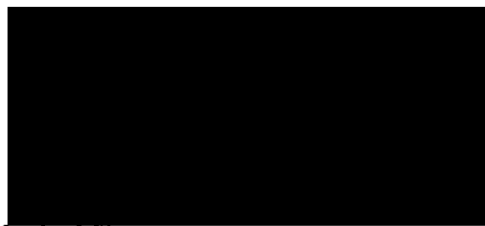
Address: Egyptian House, 170 Piccadilly, London, W1J 9EJ

Email: mn@ambientasgr.com and aa@ambientasgr.com

Attention: Matt Norrington and Ayan Ahmed

THE SECURITY AGENT

Signed by MELANIE OCKENDON for and on)
behalf of **LUCID TRUSTEE SERVICES**)
LIMITED:)



Authorised Signatory _____

Address:

6th Floor,
No 1 Building 1-5 London Wall Buildings,
London Wall,
London, EC2M 5PG

Fax: + 44 2030024691 / + 44 844 507 0945

Attention: Lucid Agency and Trustee Services Limited (deals@lucid-ats.com)