



Registration of a Charge

Company name: **CW LIGHTING TECHNOLOGY LIMITED**

Company number: **10909519**



X7AX6VMG

Received for Electronic Filing: **25/07/2018**

Details of Charge

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

Charge code: **1090 9519 0001**

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

Brief description: **ALL OF THE FREEHOLD AND LEASEHOLD PROPERTY OR IMMOVABLE PROPERTY OF THE COMPANY SITUATED IN ENGLAND AND WALES (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) AND ALL OF THE COMPANY'S INTELLECTUAL PROPERTY RIGHTS (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: **LAURA BARRETT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10909519

Charge code: 1090 9519 0001

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

Given at Companies House, Cardiff on 27th 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

23 July 2018

THE COMPANIES IDENTIFIED IN SCHEDULE 1
as Original Chargors

and

OAKNORTH BANK PLC
as Security Trustee

DEBENTURE

THIS DEED is made on

23 July

2018

BETWEEN:

- (1) THE COMPANIES whose names, registered numbers and registered offices are set out in Schedule 1 (*The Original Chargors*) (the "Original Chargors"); and
- (2) OAKNORTH BANK PLC as security trustee for each of the Finance Parties (the "Security Trustee").

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

Terms defined in the Offer Letter shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"Account Proceeds" means all amounts (including interest) from time to time standing to the credit of any bank or other account of a Chargor with any bank, building society, financial institution or other person (including the Accounts) and the debts represented thereby.

"Additional Chargor" means any person which becomes a Chargor by executing a Deed of Accession.

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage a Chargor's affairs, business and property.

"Assigned Agreements" means the Acquisition Agreement, the Topco Subordinated Loan Agreement and any other agreement designated in writing as an Assigned Agreement by Holdco and the Security Trustee.

"Charged Assets" means the assets mortgaged, charged and/or assigned pursuant to Clauses 3 (*Security*) and 4.1 (*Creation of Floating Charge*) of this Deed (and "Charged Assets" means any of them).

"Chargor" means an Original Chargor or an Additional Chargor.

"Debts" means all of any Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to the relevant Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above.

"Declared Default" means an Event of Default which has resulted in the Agent exercising any of its rights under Clause 21.18 (*Acceleration*) of the Conditions.

"Deed of Accession" means a deed substantially in the form of Schedule 4 (*Form of Deed of Accession*).

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Development Document" means any contract, agreement, instrument and/or document described in Clause 3.1.8 (*Creation of Fixed Security*).

"Investments" means any stocks, shares, debentures, bonds, warrants or other securities, whether held directly by or to the order of any Chargor or by any trustee, fiduciary or clearance system on its behalf; and all Related Property Rights (including all rights against any trustee, fiduciary or clearance system).

"Insurance Policies" means all present and future contracts or policies of insurance in which any Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise) excluding, in each case, contracts and policies of insurance or assurance which relate to public liability or liabilities of third parties.

"Insurance Proceeds" means all monies from time to time payable to any Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums, but excluding Excluded Insurance Proceeds.

"LPA" means the Law of Property Act 1925.

"Offer Letter" means the loan offer letter to, among others, the Borrower from OakNorth Bank plc as Agent, Arranger, Lender and Security Trustee consisting of the particulars and the conditions dated on or about the date of this Deed.

"Real Property" means:

- (a) all of the freehold and/or leasehold property of any Chargor specified in Schedule 2 (*Real Property*);
- (b) all of the freehold and leasehold property or immovable property of any Chargor situate in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b); and
- (d) the Related Property Rights.

"Receiver" means any person appointed by the Security Trustee to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Deed.

"Related Property Rights" means, where used in relation to a particular property, asset (or class of assets) or right, the following:

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein);
- (b) all security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

"Restrictions Notice" means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (*Covenants to Pay*).

"Secured Party" means a Finance Party, a Receiver or any Delegate.

"Security Period" means the period from the date of this Deed until the date on which all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

"Warning Notice" means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction and Third Party Rights

- 1.2.1 The provisions of Clause 1.3 (*Construction*) of the Conditions shall apply to this Deed as if they were set out in this Deed.
- 1.2.2 Unless a contrary intention appears, words defined in the Companies Act 2006 have the same meanings in this Deed.
- 1.2.3 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed (other than a Secured Party who is not a party to this Deed).

1.3 Implied Covenants for Title

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.4 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the

other Finance Documents and of any side letters between the parties in relation to the Finance Documents are incorporated into this Deed.

1.6 Security Trust Provisions

The Security Trustee holds the benefit of this Deed on trust for the Finance Parties in accordance with Clause 23.3 (*Role of the Arranger, the Agent and the Security Trustee*) of the Conditions.

1.7 Joint and several

The covenants, agreements, obligations and liabilities of each Chargor under this Deed are joint and several. Each Chargor agrees to be bound by this Deed notwithstanding that any other Chargor did not so sign or is not bound by this Deed.

1.8 Conflict with Offer Letter

If there is any conflict between the provisions of this Deed and the provisions of the Offer Letter, the provisions of the Offer Letter shall prevail.

2. COVENANTS TO PAY

2.1 Covenant to Pay Secured Liabilities

Each Chargor 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.

2.2 Potential Invalidity

Neither the covenant to pay in Clause 2.1 (*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 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

3. SECURITY

3.1 Creation of Fixed Security

Each 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 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 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 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 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 Chargor from time to time for the purposes of any development or otherwise for the business of such 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 its Real Property;
- 3.2.7 any guarantee of income received or receivable from its Real 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 Chargor in respect of its 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 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 such 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 a Chargor under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) that 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 Chargor or to the business or operations of the Group as a whole, the relevant 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 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 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 a 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 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 Chargor or to the business or operations of the Group as a whole, the relevant 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 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 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 Creation of Floating Charge

- 4.1.1 Each 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*).

4.1.2 The floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

4.1.3 Without prejudice to Clause 4.1.2, 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.

4.2 Automatic Crystallisation of Floating Charge

Notwithstanding anything express or implied in this Deed, and without prejudice to any law which may have similar effect, if:

4.2.1 a Declared Default has occurred;

4.2.2 a Chargor creates or attempts to create any Security over all or any of its Charged Assets save as expressly permitted under the terms of the Offer Letter; or

4.2.3 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets and is not discharged within twenty one (21) days; or

4.2.4 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of a Chargor (save for any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within twenty one (21) days of commencement or any step or procedure expressly permitted by paragraph b) of the definition of "Permitted Transaction" in the Offer Letter); or

4.2.5 an Administrator is appointed or any step intended to result in such appointment is taken, then the floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to the floating charge.

4.3 Crystallisation on Notice of Floating Charge

Notwithstanding anything express or implied in this Deed, the Security Trustee may at any time:

4.3.1 while an Event of Default which is continuing; or

4.3.2 if the Security Trustee (acting reasonably) considers that any of the Charged Assets are in danger of being seized or sold as a result of any legal process (other than as permitted under the Offer Letter) or are otherwise in jeopardy or the Security Trustee reasonably believes that steps are being taken or have been taken which are reasonably likely or intended to lead to the appointment of an Administrator or the presentation of a petition for the winding-up of a Chargor,

by giving notice in writing to that effect to the relevant Chargor convert the floating charge created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

5. FURTHER ASSURANCE

5.1 Each Chargor must promptly upon request by the Security Trustee execute (in such form as the Security Trustee may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Trustee or its nominees and do all such assurances and things as the Security Trustee may reasonably require for:

5.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed;

5.1.2 conferring upon the Security Trustee such security as it may require over the assets of the relevant Chargor outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets;

5.1.3 facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of the relevant Chargor; and

- 5.1.4 exercising all powers, authorities and discretions conferred on the Security Trustee or any Receiver pursuant to this Deed or by law.
- 5.2 Each Chargor shall, at any time, promptly upon request, execute a charge by way of legal mortgage or legal sub-mortgage or legal assignment in respect of any freehold or leasehold Real Property which is acquired by it after the date of this Deed in favour of the Security Trustee in such form as the Security Trustee shall reasonably require.
- 5.3 Each Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Deed including the obtaining of any necessary consent (in form and content satisfactory to the Security Trustee (acting reasonably)) to enable its assets to be mortgaged, charged or assigned pursuant to this Deed. Promptly upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Deed. The relevant Chargor shall promptly deliver a copy of each such consent to the Security Trustee.
- 6. GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS**
- 6.1 Each Chargor undertakes to the Security Trustee with respect to its Charged Assets that:
- 6.1.1 **Negative Pledge**
it shall not, except as expressly permitted by the Offer Letter, create or attempt to create or permit to subsist or arise any Security on, over or affecting its Charged Assets or any part of them;
- 6.1.2 **Disposals**
it shall not dispose of its Charged Assets or any part of them or agree to do so except in the case of disposals which are expressly permitted by the Offer Letter and for these purposes 'dispose' shall include any form of disposal including any transfer, declaration of trust, assignment, sale, novation or the creation of any other form of legal or equitable interest in or over any of the relevant Charged Assets;
- 6.1.3 **Deposit of Title Documents**
it shall deposit with the Security Trustee or its nominee all deeds and documents of title relating to its Charged Assets as the Security Trustee may from time to time reasonably require provided that:
- (A) in the case of deeds or documents of title relating to Real Property, it shall ensure that such deeds and documents of title are held either by the Security Trustee or to the order of the Security Trustee by a firm of solicitors approved by the Security Trustee for that purpose; and
- (B) it shall not be required to deposit any stock or share certificates relating to the investments to the extent that the relevant documents have been deposited with a clearance system, settlement system or custodian acceptable to the Security Trustee.
- 6.2 **Notices of Charge and/or Assignment**
- 6.2.1 Each Chargor shall promptly give notice to any bank or financial institution where any of its Accounts are held in the form set out in Part A1 of Schedule 3 (*Notices*) and use its reasonable endeavours to procure that each such bank or financial institution acknowledges such notice to the Security Trustee in substantially the form set out in Part A2 of Schedule 3 (*Notices*).
- 6.2.2 Each Chargor shall promptly give notice to each counterparty to a Hedging Arrangement to which that Chargor is a party in the form set out in Part B1 of Schedule 3 (*Notices*) and use its reasonable endeavours to procure that each such counterparty acknowledges such notice to the Security Trustee in substantially the form set out in Part B2 of Schedule 3 (*Notices*).
- 6.2.3 Each Chargor shall promptly on request of the Security Trustee give notice to each other party to a Development Document to or an Assigned Agreement which that Chargor is a party in the form set out in Part C1 of Schedule 3 (*Notices*) and use its reasonable endeavours to procure that each such

person acknowledges such notice to the Security Trustee in substantially the form set out in Part C2 of Schedule 3 (*Notices*).

6.2.4 Each Chargor shall deliver to the Security Trustee and serve on any debtor or other person as required by the Security Trustee (acting reasonably):

(A) notices of assignment in respect of any of its other assets assigned pursuant to this Deed (including any of the contracts referred to in Clause 3.2 (*Assignments*)) and shall use its reasonable endeavours to procure that each notice is acknowledged by any debtor specified by the Security Trustee; and

(B) notices of charge in respect of any of its assets charged pursuant to this Deed and shall use its reasonable endeavours to procure that each notice is acknowledged by any debtor specified by the Security Trustee.

6.2.5 The notices of charge and/or assignment and/or acknowledgement referred to in Clause 6.2.4 shall be in a form substantially similar to those contained in Schedule 3 (*Notices*) or such other form as the Security Trustee may reasonably require.

6.2.6 Each Chargor shall promptly give notice to any insurer of the Real Property of that Chargor in the form set out in Part D1 of Schedule (*Notices*) and use its reasonable endeavours to procure that each such insurer acknowledges such notice to the Security Trustee in substantially the form set out in Part D2 of Schedule 3 (*Notices*).

6.3 In relation to intellectual property which is material to the business or operations of a Chargor or the business or operations of the Group as a whole, the relevant Chargor having an interest in such intellectual property shall, if requested by the Security Trustee, execute all such documents and do all such acts as the Security Trustee may reasonably require to record the interests of the Security Trustee in any registers relating to registered intellectual property rights.

7. REAL PROPERTY UNDERTAKINGS

7.1 Statutory Power of Leasing

In relation to Real Property, each Chargor agrees that, unless it has the prior written consent of the Security Trustee or unless expressly permitted by the Offer Letter, it shall not exercise the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors and further agrees that after the security constituted by this Deed has become enforceable the Security Trustee may grant or accept surrenders of leases without restriction.

7.2 Registration and Notifications

Each Chargor shall:

7.2.1 without prejudice to Clause 20.4 (*Disposals*) of the Conditions, promptly notify the Security Trustee of any contract, conveyance, transfer or other disposition for the acquisition by such Chargor of the legal or beneficial interest in any Real Property; and

7.2.2 on request by the Security Trustee, make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the following restriction:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of OakNorth Bank plc referred to in the charges register or their conveyancer."

8. UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS

During the Security Period, each Chargor undertakes with reference to the Debts:

8.1 to collect the Debts in the ordinary course of its business and (while an Event of Default is continuing) to hold the proceeds of those Debts on trust for the Security Trustee (unless otherwise agreed with the Security Trustee or as expressly provided for in the Offer Letter); and

- 8.2 following the occurrence of a Declared Default to pay as the Security Trustee may direct all monies which such Chargor may receive in respect of the Debts.

9. REPRESENTATIONS

9.1 Representations and warranties

Each Chargor represents and warrants to the Security Trustee, on the date of this Deed (in the case of each Original Chargor) or on the date of the relevant Deed of Accession (in the case of each Additional Chargor) that:

- 9.1.1 subject to the Legal Reservations and Perfection Requirements, this Deed creates the security which it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise;
- 9.1.2 it has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them which claim has or is reasonably likely to have a Material Adverse Effect;
- 9.1.3 there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever which materially and adversely affect the Charged Assets;
- 9.1.4 no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use where such curtailment has or is reasonably likely to have a Material Adverse Effect; and
- 9.1.5 no Warning Notice or Restrictions Notice has been issued to it in respect of all or any part of the Investments and remains in effect.

9.2 Repetition

The representations and warranties set out in Clause 9.1 (*Representations and warranties*) will be deemed to be repeated by each Chargor on each day the Repeating Representations are deemed to be repeated by reference to the facts and circumstances then existing.

9.3 Notice of breach

Each Chargor will promptly upon becoming aware of the same give the Security Trustee notice in writing of any breach of any representation or warranty set out in Clause 9.1 (*Representations and warranties*).

10. RIGHTS OF THE SECURITY TRUSTEE

10.1 Enforcement

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Deed shall be immediately enforceable and the Security Trustee may in its absolute discretion and without notice to any Chargor or the prior authorisation of any court:

- 10.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and
- 10.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
 - (B) granted to a Receiver by this Deed or from time to time by law.

10.2 Restrictions on Consolidation of Mortgages

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Security Trustee shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Security Trustee at any time while an Event of Default is continuing. Each Chargor hereby consents to the Security Trustee making an application to the

Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the right to consolidate.

10.3 Restrictions on Exercise of Power of Sale

Section 103 of the LPA shall not apply to this Deed and the power of sale arising under the LPA shall arise on the date of this Deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose) and such powers implied by statute shall be exercisable only following an Event of Default which is continuing. The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Deed and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Trustee at any time while an Event of Default is continuing.

10.4 Leasing Powers

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Security Trustee or any Receiver under this Deed. The statutory powers of leasing may be exercised by the Security Trustee at any time while an Event of Default is continuing and the Security Trustee and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

10.5 No Prior Notice Needed

The powers of the Security Trustee set out in Clauses 10.2 (*Restrictions on Consolidation of Mortgages*) to 10.4 (*Leasing Powers*) may be exercised by the Security Trustee without prior notice to any Chargor.

10.6 Right of Appropriation

10.6.1 Without prejudice to the other provisions of this Deed, to the extent that any of the Charged Assets constitute "financial collateral", and this Deed and the obligations of any Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the "*Regulations*")), the Security Trustee shall at any time while an Event of Default is continuing have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities. For this purpose, the parties agree that the value of any such Charged Assets so appropriated shall be:

- (A) in the case of cash, its face value at the time of appropriation; and
- (B) in the case of financial instruments or other financial collateral, the market price of such Charged Assets at the time the right of appropriation is exercised as determined by the Security Trustee by reference to such method or source of valuation as the Security Trustee may reasonably select, including by independent valuation.

10.6.2 Each Chargor agrees that the methods or sources of valuation provided for in this Clause, or selected by the Security Trustee in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10.6.3 The Security Trustee shall notify the relevant Chargor as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

11. EXONERATION

11.1 Exoneration

No Secured Party or Receiver shall, by reason of it entering into possession of the Charged Assets, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable unless (in the case of a Secured Party) directly caused by its gross negligence or wilful misconduct; but every Receiver duly appointed by the Security Trustee under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions of this Deed shall prevail and every such Receiver and the Security

Trustee shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

11.2 Indemnity

The Security Trustee and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Security Trustee and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

12. APPOINTMENT OF RECEIVER OR ADMINISTRATOR

12.1 Appointment

12.1.1 At any time on or after the occurrence of an Event of Default which is continuing, or at the request of any Chargor or its directors, the Security Trustee may, without prior notice to any Chargor, in writing (under seal, by deed or otherwise under hand) appoint:

- (A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead; or
- (B) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.

12.1.2 Nothing in Clause 12.1.1 shall restrict the exercise by the Security Trustee of any one or more of the rights of the Security Trustee under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

12.2 More than one Receiver

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Trustee may specify to the contrary in the appointment.

12.3 Receiver as agent

A Receiver shall be the agent of the relevant Chargor which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of any Secured Party.

12.4 Receiver's Remuneration

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Security Trustee from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

12.5 Actions of the Administrator

Save as provided for in statute or as otherwise agreed in writing by that Secured Party, no Secured Party shall have any liability for the acts or omissions of an Administrator.

13. RECEIVER'S POWERS

13.1 Powers

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed and subject to the instrument appointing that Receiver):

13.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

- 13.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 13.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the relevant Chargor itself could do or omit to do; and
- 13.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit, and the execution of documents in the name of the relevant Chargor (whether under hand, or by way of deed or by utilisation of the seal of the relevant Chargor).

13.2 Powers may be Restricted

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Security Trustee) appointing him but they shall not be restricted by any winding-up or dissolution of a Chargor.

14. PROTECTION OF PURCHASERS

14.1 Absence of Enquiry

No person or persons dealing with the Security Trustee or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Trustee or any such Receiver.

14.2 Receipt: Conclusive Discharge

The receipt of the Security Trustee or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.

15. POWER OF ATTORNEY AND DELEGATION

15.1 Power of Attorney: General

Each Chargor hereby irrevocably and by way of security appoints the Security Trustee and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

- 15.1.1 to execute and deliver any documents or instruments which the Security Trustee or such Receiver may require for perfecting the title of the Security Trustee to the Charged Assets or for vesting the same in the Security Trustee, its nominee or any purchaser;
- 15.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which such Chargor is required to enter into pursuant to this Deed; and
- 15.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Trustee or any Receiver under this Deed or which such Chargor is required to do pursuant to this Deed or which may be deemed expedient by the Security Trustee or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Trustee or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Deed,

provided that the power of attorney granted in this Clause 15.1 shall only be exercisable: (a) if an Event of Default is continuing; or (b) following a failure by the relevant Chargor to comply with its obligations under this Deed (taking into account any grace periods). The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

15.2 Power of Attorney: Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 15 (*Power of Attorney and Delegation*) lawfully does or purports to do in exercise of the powers granted by this Clause.

15.3 General Delegation

The Security Trustee and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Deed (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

16. APPLICATION OF MONIES RECEIVED UNDER THIS DEED

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, be applied for the following purposes and in the following order of priority:

16.1 in satisfaction of all costs, charges, expenses, payments and liabilities (including payments made in accordance with paragraphs (i), (ii) and (iii) of section 109(8) of the LPA) made or incurred by the Security Trustee or the Receiver and of remuneration to the Receiver in such order as the Security Trustee shall in its absolute discretion decide; and

16.2 in or towards satisfaction of the Secured Liabilities which shall be applied in such order as the Security Trustee shall in its absolute discretion decide; and

16.3 the surplus, if any, shall be paid to any Chargor or other person or persons entitled to it, save that the Security Trustee may credit any monies received under this Deed to a suspense account for so long and in such manner as the Security Trustee may from time to time determine and the Receiver may retain the same for such period as he and the Security Trustee consider appropriate unless and/or until such monies, when aggregated with all other monies being held by the Security Trustee pending application towards discharge of the Secured Liabilities, would fully discharge the Secured Liabilities.

17. RELEASE OF SECURITY

17.1 Release

Subject to Clause 17.2.2 (*Avoidance of Payments*), at the end of the Security Period or where the release of the Charged Asset is permitted by the terms of the Offer Letter (but not otherwise), the Security Trustee shall, at the request and cost of the Chargors, execute (or procure the execution by its nominee) (in each case in a form acceptable to the Security Trustee (acting reasonably)) and do all such deeds, acts and things as are necessary to irrevocably release and/or reassign the Charged Assets from the security created by or in accordance with this Deed and return any documents of title to the relevant Chargor.

17.2 Avoidance of Payments

17.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Trustee reasonably considers that the payment or credit of such amount is reasonably likely to be being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.

17.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and a Chargor shall be deemed not to have occurred and the Security Trustee shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

18. AMOUNTS PAYABLE

All monies received or held by a Secured Party or a Receiver under this Deed in a currency other than the currency in which the Secured Liabilities are denominated may from time to time be sold for such one or more of the currencies in which the Secured Liabilities are denominated. Each Chargor shall indemnify each

Secured Party against the full cost (including all costs, charges and expenses) incurred in relation to such sale. No Secured Party or any Receiver shall have any liability to any Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such sale.

19. POWER OF SEVERANCE

In the exercise of the powers conferred by this Deed, the Security Trustee or any Receiver may sever and sell plant, machinery or other fixtures (owned by a Chargor) separately from the property to which they may be annexed and the Security Trustee or any Receiver may apportion any rent or other amount without the consent of any Chargor.

20. NEW ACCOUNTS

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of receipt of such notice being the "Notice Date") it may, without prejudice to its rights under this Deed, open a fresh account or accounts for any Chargor and continue any existing account in the name of the relevant Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of the relevant Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

21. SECURITY PERIOD

Each obligation of a Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during (and only during) the Security Period and is given for the benefit of the Security Trustee and each other Secured Party.

22. DEMANDS AND NOTICES

Any demand, notice, consent or communication to be made or given by or to a Chargor or the Security Trustee under or in connection with this Deed shall be made and delivered as provided in Clause 26 (*Notices*) of the Conditions. Any demand on a Chargor shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities.

23. MISCELLANEOUS

23.1 The Chargors

This Deed is binding on the successors and assigns of a Chargor.

23.2 Assignment and Transfer

23.2.1 No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.

23.2.2 The Security Trustee may assign and transfer all or any part of its rights and obligations under this Deed to a replacement Security Trustee appointed pursuant to the terms of the Offer Letter. Such replacement Security Trustee will, from the date of such assignment or transfer, be the Security Trustee for the Finance Parties under this Deed instead of the previous Security Trustee.

23.3 Property

This Deed is and will remain the property of the Security Trustee.

23.4 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.

23.5 Additional Security

This Deed shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other security or guarantee.

23.6 Variation of Security

This Deed shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 23.5 (*Additional Security*) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

23.7 Enforcement of Other Security

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

23.8 Redemption of Prior Incumbrances

The Security Trustee may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall, in the absence of manifest error, be conclusive and binding on each Chargor. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the relevant Chargor to the Security Trustee and until such payment shall form part of the Secured Liabilities.

23.9 Further advances

23.9.1 Each Lender must perform its obligations under the Offer Letter (including any obligation to make available further advances).

23.9.2 Each Chargor hereby consents to the Security Trustee making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the obligation to make further advances.

23.10 Notice of assignment

This Debenture constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by that Chargor to any other Chargor and contained in any Finance Document.

23.11 Trustee Act 2000

The Chargors and the Security Trustee agree that the Security Trustee shall not be subject to the duty of care imposed on trustees by the Trustee Act 2000.

23.12 Limitations

The obligations of any Additional Chargor are subject to the limitations (if any) set out in the Deed of Accession executed by that Additional Chargor.

24. COUNTERPARTS

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

25. LAW

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

26. **JURISDICTION**

26.1 **Jurisdiction of English courts**

- 26.1.1 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 25 (*Law*)) (a "Dispute").
- 26.1.2 The Agent and the Security Trustee and each Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Chargor will argue to the contrary.
- 26.1.3 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.

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

SCHEDULE 1 - THE ORIGINAL CHARGORS

Company name	Registration number	Registered address	Jurisdiction
CW Lighting Technology Midco Limited	10941439	Finsbury Circus House, 15 Finsbury Circus, London, United Kingdom, EC2M 7EB	England and Wales
CW Lighting Technology Limited	10909519	Finsbury Circus House, 15 Finsbury Circus, London, United Kingdom, EC2M 7EB	England and Wales

SCHEDULE 2 - REAL PROPERTY

Chargor	Address	Tenure	Title number

SCHEDULE 3 - NOTICES

PART A1 - NOTICE TO ACCOUNT BANK

To: [Account Bank]

[Date]

Dear Sirs,

**Debenture dated [] between, among others, the Chargor
and the Security Trustee (the "Debenture")**

We hereby give you notice that under the Debenture we have charged (by way of a first legal charge) in favour of [OakNorth Bank plc] (the "Security Trustee") all our rights in respect of any amount standing to the credit of any account maintained by us with you (the "Accounts").

We irrevocably instruct and authorise you to:

(a) disclose to the Security Trustee any information relating to any Account requested from you by the Security Trustee;

and if the Security Trustee notifies you that an Event of Default is continuing under the Offer Letter (as defined in the Debenture),

(b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Trustee;

(c) pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Security Trustee; and

(d) not to permit any amount to be withdrawn from the Account.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Trustee at [insert address], Attention: [] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)

[relevant Chargor]

PART A2 - ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: [the Security Trustee]
Attention: []
Copy: [the relevant Chargor]

[Date]

Dear Sirs,

**Debenture dated [] between, among others, the Chargor
and the Security Trustee (the "Debenture")**

We confirm receipt from [name of the relevant Chargor] (the "Chargor") of a notice dated [] of a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the "Accounts").

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) will not permit any amount to be withdrawn from any Account without your prior written consent if you notify us that an Event of Default is continuing under the Offer Letter (as defined in the Debenture)).

The Accounts maintained with us are:

[Account: [Sort Code [], Account No. []]]

We confirm that the above are the Chargor's only accounts with us.

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

Yours faithfully,

.....
(Authorised signatory)

[Account Bank]

PART B1 - NOTICE TO COUNTERPARTY TO A HEDGING ARRANGEMENT

To: [Counterparty]

[Date]

Dear Sirs

**Debenture dated [] between, among others, the Chargor
and the Security Trustee (the "Debenture")**

This letter constitutes notice to you that under the Debenture we assigned (by way of security) to [OakNorth Bank plc] (the "Security Trustee") all our rights under any hedging arrangements between you and us (the "Hedging Arrangements").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Trustee without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Hedging Arrangements which the Security Trustee may request from you; and
- (b) pay any sum payable by you under the Hedging Arrangements to our account at [], Sort Code [], Account No. [] (the "Account").

We will also remain entitled to exercise all our rights, powers and discretions under the Hedging Arrangements, and you should continue to give notices under the Hedging Arrangements to us, unless and until you receive notice from the Security Trustee to the contrary stating that an Event of Default is continuing under the Offer Letter (as defined in the Debenture). In this event, all the rights, powers and discretions will be exercisable by, and notices given to the Security Trustee or as it directs.

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Trustee with a copy to us.

Yours faithfully,

.....
(Authorised signatory)

[the relevant Chargor]

PART B2 - ACKNOWLEDGEMENT OF COUNTERPARTY TO A HEDGING ARRANGEMENT

To: [the Security Trustee]
Attention: []
Copy: [the relevant Chargor]

[Date]

Dear Sirs,

**Debenture dated [] between, among others, the Chargor
and the Security Trustee (the "Debenture")**

We confirm receipt from [name of the relevant Chargor] (the "Chargor") of a notice dated [] (the "Notice") of an assignment upon the terms of the Debenture of all the Chargor's rights under the Hedging Arrangements (as defined in the Notice).

We confirm that we:

- (a) have not received notice of the interest of any third party in the Hedging Arrangements;
- (b) must pay any amount payable by us under the Hedging Arrangements to the Chargor's account at [], Sort Code [], Account No. [], (the "Account");
- (c) must accept your instructions in relation to the Chargor's rights under the Hedging Arrangements following a confirmation that an Event of Default is continuing under the Offer Letter (as defined in the Debenture); and
- (d) will not agree to any amendment, waiver or variation of the terms of the Hedging Arrangements without your prior written consent.

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

Yours faithfully,

.....
(Authorised signatory)

[]

**PART C1 - NOTICE TO RELEVANT CONTRACTING PARTY IN RELATION TO THE DEVELOPMENT DOCUMENTS OR
ASSIGNED AGREEMENTS**

To: [Relevant Contracting Party]

[Date]

Dear Sirs,

Re: [Property]

**Debenture dated [] between, among others, the Chargor
and the Security Trustee (the "Debenture")**

We refer to the [description of relevant Development Document] dated [] and made between [] and [] (the "Assigned Contract").

This letter constitutes notice to you that under the Debenture we assigned in favour of [OakNorth Bank plc] (the "Security Trustee") all our rights, title and interest in the Assigned Contract.

We irrevocably instruct and authorise you:

- (a) (only in the event that the Security Trustee notifies you that an Event of Default is continuing under the Offer Letter (as defined in the Debenture)) to pay any amount payable by you under the Assigned Contract to our account/ the account in the name of [] at [], Account No. [], Sort Code [] (the "Account");
- (b) notwithstanding the assignment referred to above or the making of any payment by you to the Security Trustee pursuant to it, we shall remain liable under the Assigned Contract to perform all of the obligations assumed by us under the Assigned Contract and neither the Security Trustee nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Assigned Contract;
- (c) we shall not and you agree that we shall not vary or waive (or agree to vary or waive) any provision of the Assigned Contract or exercise any right to rescind or terminate the Assigned Contract without the prior written consent of the Security Trustee but otherwise we shall be entitled to exercise all our rights, powers and discretions under the Assigned Contract until you receive written notice from the Security Trustee to the contrary, in which event all rights, powers and discretions shall be exercisable by the Security Trustee or as it directs; and
- (d) on request by the Security Trustee, to disclose information in relation to the Assigned Contract to the Security Trustee, without further authority from us and without any obligation by you to enquire as to the purpose or justification for such disclosure.

The instructions in this letter apply until you receive notice from the Security Trustee to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [], Attention: [].

Yours faithfully,

For

[relevant Chargor]

PART C2 - ACKNOWLEDGEMENT OF RELEVANT CONTRACTING PARTY

To: [the Security Trustee]
Attention: []

[Date]

Dear Sirs,

Re: [Property]

Debenture dated [] between, among others, the Chargor
and the Security Trustee (the "Debenture")

We confirm receipt from [name of the relevant Chargor] (the "Chargor") of a notice dated [] (the "Notice") in relation to the Assigned Contract (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Assigned Contract (as defined in the Notice);
- (b) must pay all monies payable by us under the Assigned Contract into the Account (as defined in the Notice); and
- (c) must continue to pay those monies into the Account until we receive your written instructions to the contrary.

We further undertake that we will not exercise any right to rescind or terminate the Assigned Contract without giving at least [*] days prior written notice (a "Termination Notice") to you that such right has arisen and further agree that if the Chargor or the Security Trustee or any person on its behalf remedies the event or circumstances giving rise to such right within [*] days of receipt of that Termination Notice, we will no longer be entitled to exercise that right and we will continue to perform our obligations under the Assigned Contract as if such right had not arisen.

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

Yours faithfully,

.....
For

[]

PART D1 - NOTICE TO INSURER

To: [Insurer]

[Date]

Dear Sirs,

Debenture dated [] between, among others, the Chargor and the Security Trustee (the "Debenture")

We hereby give you notice that under the Debenture we assigned to [OakNorth Bank plc] (the "Security Trustee") all our rights to and title and interest from time to time in, to and under insurance policy number[s] [•] effected by us or whomsoever in relation to *[insert property address and details]* (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the "Policy[ies]").

If the Security Trustee notifies you that an Event of Default is continuing under the Offer Letter (as defined in the Debenture), we irrevocably instruct and authorise you to pay all payments under or arising under the Policy to the account called [relevant Chargor – Account], at [Bank], account number [•] sort code [•], except to the extent that such sums are required by the basis of settlement under any Policy or under any lease agreement covered by such Policy to be applied in replacing, restoring or reinstating the relevant property, and also excluding any monies received under any Policy which are required to satisfy any of our established liabilities to third parties. It is very important that you make all immediate arrangements for all such sums payable by you under the Policy[ies] to be paid to this account upon receipt of a notice from the Security Trustee requiring you to do so.

Please note that, if the Security Trustee notifies you that an Event of Default is continuing under the Offer Letter (as defined in the Debenture):

1. all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Security Trustee;
2. if the Security Trustee notifies you that an Event of Default is continuing under the Offer Letter (as defined in the Debenture) all rights to compel performance of the Policy[ies] are exercisable by the Security Trustee; and
3. all rights, interests and benefits whatsoever accruing to or for our benefit arising under the Policy[ies] belong to the Security Trustee.

We will remain liable to perform all our obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Trustee.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Trustee at [], Attention [].

Yours faithfully,

.....
(Authorised signatory)

[the relevant Chargor]

PART D2 - ACKNOWLEDGEMENT OF INSURER

To: [Security Trustee]
Attention: []

[Date]

Dear Sirs,

Debenture dated [] between, among others, the Chargor and the Security Trustee (the "Debenture")

We confirm receipt from [name of relevant Chargor] (the "Chargor") of a notice dated [*] of an assignment upon the terms of the Debenture to [OakNorth Bank plc] (the "Security Trustee") of the Chargor's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party.

We confirm that we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in accordance with the terms of the notice to the account specified in that notice excluding for the avoidance of doubt such sums as are required by the basis of settlement under any Policy or under any lease agreement covered by such Policy to be applied in replacing, restoring or reinstating the relevant property, and also excluding any monies received under any liability Policy which are required to satisfy any of the Chargor's established liabilities.

We further confirm that:

1. no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Trustee;
2. no termination of such rights, interests or benefits will be effective unless we have given the Security Trustee at least 30 days' written notice of the proposed termination and specifying the action necessary to avoid such termination;
3. the Chargor will remain liable to perform all of its obligations under the Policy[ies] and the Security Trustee is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy[ies]; and
4. [as the Security Trustee is named as composite insured, no breach or default on the part of the Chargor of any of the terms of such Policy[ies] will be deemed to have occurred unless we have given notice of such breach to the Security Trustee specifying how to make good such breach.]

We unconditionally and irrevocably waive all rights of set-off, lien, counter-claim and other similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

This letter and any non-contractual obligations arising out of or in connection with it are governed by and will be construed in accordance with English law.

Yours faithfully,

.....
(Authorised signatory)

[Insurer]

SCHEDULE 4 - FORM OF DEED OF ACCESSION

DATE

PARTIES

- (1) [] [a company] [limited liability partnership] registered in England and Wales with registered number [] whose registered office is at [] (the "Additional Chargor"); and
- (2) OAKNORTH BANK PLC as security trustee for each of the Finance Parties (the "Security Trustee").

BACKGROUND

- (A) The Additional Chargor is a Subsidiary of [].
- (B) [] has entered into a debenture dated [] (the "Debenture") between the Chargors under and as defined in the Debenture and the Security Trustee.
- (C) The Additional Chargor has agreed to enter into this deed and to become an Additional Chargor under the Debenture.
- (D) The Security Trustee and the Additional Chargor 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 the Additional Chargor:

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

2.2 Covenant to Pay Secured Liabilities

The Additional Chargor 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

The 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

The 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, the 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 the 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 The 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 the 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 Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no 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

Chargor	Address	Tenure	Title number

SIGNATURE PAGE TO DEED OF ACCESSION

The Additional Chargor

EXECUTED AS A DEED by)
[])
)
acting by)
) Director
)
in the presence of:)

Signature of witness

.....

**Name of witness
(in BLOCK CAPITALS)**

.....

Address of witness

.....

.....

The Security Trustee

SIGNED by

)

)

)

for and on behalf of

)

OAKNORTH BANK PLC

)

SIGNATURE PAGES TO DEBENTURE

The Original Chargers

EXECUTED as a DEED by CW LIGHTING)
TECHNOLOGY MIDCO LIMITED acting by a)
director in the presence of)

W Signature [REDACTED] LUC SWIETOCINSKI
I Name
T Address TAYLOR WESSING LLP
N 5 NEW STREET SQUARE
E LONDON EC4A 3TW
S Occupation TRAINEE SOLICITOR

EXECUTED as a DEED by CW LIGHTING)
TECHNOLOGY LIMITED acting by a director in the)
presence of:)

W Signature [REDACTED] LUC SWIETOCINSKI
I Name
T Address TAYLOR WESSING LLP
N 5 NEW STREET SQUARE
E LONDON EC4A 3TW
S Occupation TRAINEE SOLICITOR

The Security Trustee

SIGNED by

Rishi Khosla

for and on behalf of

OAKNORTH BANK PLC

)

)

)

)

)

