



Registration of a Charge

Company name: **ANCHOR RENEWABLES LTD**

Company number: **07769503**



X63VB575

Received for Electronic Filing: **07/04/2017**

Details of Charge

Date of creation: **07/04/2017**

Charge code: **0776 9503 0001**

Persons entitled: **LOMBARD NORTH CENTRAL PLC**

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.**

Certified by:

SHOOSMITHS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7769503

Charge code: 0776 9503 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th April 2017 and created by ANCHOR RENEWABLES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th April 2017 .

Given at Companies House, Cardiff on 10th April 2017

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**

THIS ACCESSION DEED is made on the 7th day of April 2017

Between:

- (1) **ANCHOR RENEWABLES LTD**, a company incorporated in England and Wales (company number 07769503) whose registered office is at 6 Bradley Street, Manchester, M1 1EH (the "Acceding Obligor");
- (2) **LOMBARD NORTH CENTRAL PLC** (the "Lender"); and
- (3) **SUNLIGHT TECHNOLOGY PLC**, a company registered in England and Wales (company number 07769407) whose registered office is at 4th Floor, 50 Mark Way, London EC3R 7QR (the "Company" as agent for the Obligors),

and is supplemental to a guarantee and debenture dated 25 November 2016 between the Lender and the Original Obligors (the "Guarantee and Debenture").

This Deed witnesses as follows:

- 1 Terms defined in the Guarantee and Debenture have the same meaning when used in this Deed unless given a different meaning in this Deed.
- 2 The Acceding Obligor confirms that it has been supplied with a copy of the Guarantee and Debenture and that it is a Subsidiary of the Company.
- 3 The Acceding Obligor agrees to be bound by the terms of the Guarantee and Debenture as an Obligor and shall be party to the Guarantee and Debenture with effect from the date of this Deed as an Obligor as if it were named in the Guarantee and Debenture as an Obligor (but so that the security created on this accession will be created on the date of this Deed).
- 4 Without prejudice to the generality of paragraph 3 above:
 - (a) all security created under this Deed is in favour of the Lender and is security for the payment, discharge and performance of the Secured Obligations; and
 - (b) all security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 5 The Acceding Obligor:
 - a) charges by way of legal mortgage any Real Property owned by it and specified in Part 1 of the schedule to this Deed;
 - b) charges by way of fixed charge, any Real Property now or at any time after the date of this Deed belonging to it (other than property charged under paragraph (a) above);
 - c) charges by way of fixed charge, all Plant and Machinery owned by it and its interest in any such Plant and Machinery in its possession, and specified in Part 2 of the schedule to this Deed;
 - d) charges by way of fixed charge, all present and future Receivables owned by it, other than those validly and effectively assigned under paragraph c) below;

- e) charges by way of fixed charge, other than those validly and effectively assigned under paragraph o) below,
 - i all present and future Investments owned by it and specified in Part 3 of the schedule to this Deed;
 - ii all Investment Derivative Rights owned by it;
 - iii where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment;
- f) charges by way of fixed charge, all present and future Intellectual Property Rights owned by it and specified in Part 4 of the schedule to this Deed;
- g) charges by way of fixed charge all of its rights in respect of any amount standing to the credit of any Accounts held by it and the debt represented by those Accounts (including those specified in Part 7 of the Schedule to this Deed);
- h) charges by way of fixed charge, its goodwill;
- i) charges by way of fixed charge, its uncalled capital;
- j) charges by way of fixed charge, all rights, interests and claims in the Insurance Policies, other than those validly and effectively assigned under paragraph o) below, and as specified at Part 5 of the schedule to this Deed;
- k) charges by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under paragraph o) below, and as specified at Part 6 of the schedule to this Deed;
- l) charges by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them;
- m) charges by way of fixed charge, all rights, interests and claims in any pension fund now or in the future;
- n) charges by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed; and
- o) assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights, title, interest and benefit from time to time in and to the:
 - i Material Contracts;
 - ii Insurance Policies;
 - iii Investments, and
 - iv Receivables.

- 6 The Additional Obligor consents to a restriction in the following terms being entered into on the Register of Title relating to any of its Real Property registered at the Land Registry:
- "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 Deed dated [●] 2017 in favour of Lombard North Central plc referred to in the charges register."*
- 7 The Additional Obligor applied to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any of its Real Property registered at the Land Registry:
- "Lombard North Central plc (as Lender) under a facility agreement dated 25 November 2016, between the Lender and Sunlight Technology plc (as Borrower), is under an obligation (subject to the terms of that facility agreement) to the Borrower to make further advances and the security agreement referred to in the charges register dated [●] 2017 in favour of the Lender secures those further advances."*
- 8 The fact that no or incomplete details of any asset are inserted in the schedule to this Deed does not affect the validity of the security created by this Deed.
- 9 If the Acceding Obligor assigns an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained:
- a) the Acceding Obligor must notify the Lender immediately;
 - b) the assignment or charge will not take effect until that consent is obtained;
 - c) unless the Lender otherwise requires, the Acceding Obligor must use all reasonable endeavours to obtain the consent as soon as practicable; and
 - d) the Acceding Obligor must promptly supply the Lender with a copy of the consent obtained by it.
- 10 The Acceding Obligor confirms that:
- (a) it is a limited liability company incorporated under the laws of England and Wales;
 - (b) no Enforcement Event is continuing or would occur as a result of it becoming an Additional Obligor; and
 - (c) each of the representations set out in clause 9 (*Representations*) of the Guarantee and Debenture are true and correct as at the date of this Deed as if made by reference to it, this Deed and the facts and circumstances then existing.
- 11 The Acceding Obligor acknowledges that other persons may be added to, or released from, the Guarantee and Debenture without the Acceding Obligor's consent.
- 12 The Original Obligor for itself and as agent for the other Obligors under the Guarantee and Debenture, agrees to all matters provided for in this Deed.
- 13 The Guarantee and Debenture continues in full force and effect and the Guarantee and Debenture and this Accession Deed shall be read and construed as one document.

- 14 The provisions of Clauses 23.4 (*Partial invalidity*), 25 (*Counterparts*) and 27 (*Jurisdiction*) of the Guarantee and Debenture apply to this Deed as if set out in full in this Deed but as though references to the Guarantee and Debenture were references to this Deed.
- 15 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.
- 16 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

This Deed was executed and delivered as a deed on the date written above.

SCHEDULE TO ACCESSION DEED

Part 1 – Real Property

None at the date of this deed

Part 2 – Plant & Machinery

None at the date of this deed

Part 3 – Investments

None at the date of this deed

Part 4 – Intellectual Property Rights

None at the date of this deed

Part 5 – Insurance

None at the date of this deed

Part 6 – Material Contracts

None at the date of this deed

Part 7 - Accounts

None at the date of this deed

SIGNATORIES

The Acceding Obligor

SIGNED as a DEED by

ANCHOR RENEWABLES LTD

acting by a director in the presence of:

Director

Signature of witness

Name

(in BLOCK CAPITALS)

Address

Occupation *COMMUNICATIONS OFFICER*

The Company *WHITEBUSTERS*

EXECUTED as a DEED by

SUNLIGHT TECHNOLOGY PLC

acting by two directors or a director and its)
company secretary:

Director

Print name: *ANDY THOMPSON*

Director/Secretary

Print name: *Paul Thompson*

The Lender

LOMBARD NORTH CENTRAL PLC

By: