



**Registration of a Charge**

Company Name: **UK ENERGY PARTNERS LTD**

Company Number: **07364765**



XCA10J60

Received for filing in Electronic Format on the: **16/08/2023**

**Details of Charge**

Date of creation: **09/08/2023**

Charge code: **0736 4765 0003**

Persons entitled: **MML UK ADVISOR LLP (AS SECURITY TRUSTEE)**

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: **PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7364765

Charge code: 0736 4765 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2023 and created by UK ENERGY PARTNERS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2023 .

Given at Companies House, Cardiff on 17th August 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**DEED OF ACCESSION**

**THIS DEED OF ACCESSION** is made on **9 August** 2023

**BETWEEN:-**

- (1) **THE ENTITIES** listed in Schedule 1 (together the **New Chargors** and each a **New Chargor**);
- (2) **BIRDIE TOPCO LIMITED** (the "**Parent**") for itself and as agent for and on behalf of each of the other Chargors named in the Debenture referred to below; and
- (3) **MML UK ADVISOR LLP** as the Security Trustee.

**WHEREAS:-**

- (A) Each New Chargor is, or will on the date of this Deed of Accession become, a wholly-owned Subsidiary of the Parent.
- (B) The Parent has entered into a deed dated **8 August** 2023 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Debenture**") between the Parent, each of the companies named in the Debenture as Chargors, and MML UK Advisor LLP as Security Trustee for the Beneficiaries.
- (C) Each New Chargor at the request of the Parent and in consideration of the Secured Finance Parties making or continuing to make facilities available to the Parent or any other member of its group and after giving due consideration to the terms and conditions of the Secured Finance Documents and the Debenture and satisfying itself that there are reasonable grounds for believing that the entry into this Deed of Accession by it will be of benefit to it, has decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Debenture.

**IT IS AGREED** as follows:-**1. DEFINITIONS AND INTERPRETATION**

- 1.1 Terms defined in the Debenture shall have the same meaning in this Deed.
- 1.2 The principles of interpretation set out in Clause 1.2 of the Debenture shall apply to this Deed of Accession insofar as they are relevant to it, as they apply to the Debenture.

**2. ACCESSION**

Each New Chargor agrees:-

- 2.1 to become a party to and to be bound by the terms of the Debenture as a Chargor with immediate effect and so that the Debenture shall be read and construed for all purposes as if each New Chargor had been an original party in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Deed of Accession); and
- 2.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

3. **COVENANT TO PAY**

Without prejudice to the generality of clause 2, each New Chargor (jointly and severally with the other Chargors) covenants in the terms set out in clauses 2.1 (*Secured Liabilities*) and 2.2 (*Guarantee and indemnity*) of the Debenture.

4. **SECURITY**

Each New Chargor mortgages, charges and assigns to the Security Trustee, as agent and trustee for the Secured Finance Parties, all its business, undertaking and assets on the terms of Clause 3 of the Debenture, provided that:-

- 4.1 the Land charged by way of legal mortgage shall be the Land referred to in Schedule 2 (*Details of Land*);
- 4.2 the Insurances assigned or (to the extent not assigned or effectively assigned) charged shall include the insurances referred to in Schedule 3 (*Details of Material Insurances*); and
- 4.3 the Intellectual Property charged shall include the Intellectual Property referred to in Schedule 4 (*Details of Intellectual Property*).

5. **EFFECT ON DEBENTURE**

The Debenture and this Deed of Accession shall be read as one so that references in the Debenture to "this Deed", "herein", and similar phrases shall be deemed to include this Deed of Accession.

6. **GOVERNING LAW**

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

**EXECUTED AS A DEED AND DELIVERED** on the date set out at the beginning of this Deed.

**THE NEW CHARGORS**

| <b>Acceding Company</b>                   | <b>Registered Number</b> | <b>Registered Address</b>  |
|---|--------------------------|--|
| <b>Premier Modular Holdings Ltd</b>       | 13087888                 | Premier Modular Limited Catfoss Industrial Estate, Catfoss Lane, Catfoss Airfield, Brandesburton, Driffield, England, YO25 8EJ |
| <b>Premier Modular Finance Ltd</b>        | 13088270                 | Premier Modular Limited Catfoss Industrial Estate, Catfoss Lane, Catfoss Airfield, Brandesburton, Driffield, England, YO25 8EJ |
| <b>Premier Modular Ventures Ltd</b>       | 13088155                 | Premier Modular Limited Catfoss Industrial Estate, Catfoss Lane, Catfoss Airfield, Brandesburton, Driffield, England, YO25 8EJ |
| <b>Premier Modular Acquisitions Ltd</b>   | 13088280                 | Premier Modular Limited Catfoss Industrial Estate, Catfoss Lane, Catfoss Airfield, Brandesburton, Driffield, England, YO25 8EJ |
| <b>Pipes UK (Holdings) Limited</b>        | 08000705                 | Premier Modular Limited Catfoss Lane, Brandesburton, Driffield, East Yorkshire, England, YO25 8EJ                              |
| <b>Waco UK Holdings Limited</b>           | 05612013                 | Catfoss Lane, Brandesburton, Driffield, East Yorkshire, YO25 8EJ   |
| <b>Premier Modular Limited</b>            | 02487565                 | Catfoss Lane, Brandesburton, Driffield, East Yorkshire, YO25 8EJ   |
| <b>Net Zero Buildings Holding Limited</b> | 09870296                 | Zero1 Wilbraham Road, Six Mile Bottom, Cambridgeshire, England, CB8 0UW  |
| <b>Net Zero Buildings Finance Limited</b> | 09872231                 | Zero1 Wilbraham Road, Six Mile Bottom, Cambridgeshire, England, CB8 0UW  |
| <b>UK Energy Partners Ltd</b>             | 07364765                 | Zero1 Wilbraham Road, Six Mile Bottom, Cambridgeshire, England, CB8 0UW  |
| <b>Net Zero Buildings Limited</b>         | 08751011                 | Zero1 Wilbraham Road, Six Mile Bottom, Cambridgeshire, England, CB8 0UW  |

**SCHEDULE 2**

**DETAILS OF LAND**

None specified

**SCHEDULE 3**

**DETAILS OF MATERIAL INSURANCES**

None specified

**SCHEDULE 4**

**DETAILS OF INTELLECTUAL PROPERTY**

None specified

SIGNATURE PAGES TO THE DEED OF ACCESSION

NEW CHARGORS

Executed as a deed  
by **PREMIER MODULAR HOLDINGS LTD**  
acting by  
by [redacted] ..... Director

i [redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation

Executed as a deed  
by **PREMIER MODULAR FINANCE LTD**  
acting by  
by [redacted] ..... Director

i [redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation

Executed as a deed  
by **PREMIER MODULAR VENTURES LTD**  
acting by  
by [redacted] ..... Director

[redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation

Executed as a deed  
by **PREMIER MODULAR ACQUISITIONS LTD**  
acting by  
by [redacted] ..... Director

i [redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation

Executed as a deed  
by **PIPES UK (HOLDINGS) LIMITED**  
acting by  
by [redacted] ..... Director

[redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation

Executed as a deed  
by **WACO UK HOLDINGS LIMITED**  
acting by  
by [redacted] ..... Director

i [redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation



Executed as a deed  
by **PREMIER MODULAR LIMITED**  
acting by  
by [redacted] ..... Director

[redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation

Executed as a deed  
by **NET ZERO BUILDINGS HOLDING LIMITED**  
acting by  
by [redacted] ..... Director

[redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation

Executed as a deed  
by **NET ZERO BUILDINGS FINANCE LIMITED**  
acting by  
by [redacted] ..... Director

[redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation

Executed as a deed  
by **UK ENERGY PARTNERS LTD**  
acting by  
by [redacted] ..... Director

[redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted]  
teacher ..... Occupation

Executed as a deed  
by **NET ZERO BUILDINGS LIMITED**  
acting by  
by [redacted] ..... Director

in [redacted] ..... Witness  
Kay Ederies ..... Full Name  
[redacted] ..... Address  
teacher ..... Occupation

**THE PARENT**

Executed as a deed  
by **BIRDIE TOPCO LIMITED**  
by [redacted] ..... Director

in [redacted] ..... Witness  
Emanuele Rustichelli ..... Full Name  
[redacted]  
Investment Associate ..... Occupation

SECURITY TRUSTEE

Executed as a deed  
by **MML UK ADVISOR LLP**  
by

 Director

i  Witness

Emanuele Rustichelli Full Name



Investment Associate Occupation