



Registration of a Charge

Company Name: **NET ZERO BUILDINGS LIMITED**

Company Number: **08751011**



Received for filing in Electronic Format on the: **21/08/2023**

XCAE60S1

Details of Charge

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

Charge code: **0875 1011 0003**

Persons entitled: **ALTER DOMUS TRUSTEES (UK) LIMITED AS SECURITY AGENT AND TRUSTEE FOR THE SECURED PARTIES**

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: **MICHAL GORSKI**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8751011

Charge code: 0875 1011 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2023 and created by NET ZERO BUILDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2023 .

Given at Companies House, Cardiff on 23rd 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**

DATED

9 August

Execution version

2023

(1) THE NEW CHARGORS

(2) BIRDIE MIDCO 2 LIMITED

(3) ALTER DOMUS TRUSTEES (UK) LIMITED
(as Security Agent)

DEED OF ACCESSION TO THE DEBENTURE

THIS DEED 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 MIDCO 2 LIMITED**, a company registered in England and Wales with company number 14711957 (the **Parent**); and
- (3) **ALTER DOMUS TRUSTEES (UK) LIMITED** as security agent and trustee for the Secured Parties (as defined in the Debenture, as defined below) (the **Security Agent**).

RECITALS

- (A) The Parent has entered into a debenture dated 16 June 2023 (as supplemented and amended by Deeds of Accession or otherwise from time to time, the **Debenture**) with the Security Agent as security agent and trustee for the Secured Parties.
- (B) Each New Chargor at the request of the Parent and in consideration of the Secured Parties making or continuing to make facilities available to one or more of the Chargors or any other member of the Group as well as any other good and valuable consideration received by itself, the Chargors or any other member of the Group, and after giving due consideration to the terms and conditions of the Finance Documents (including, without limitation, 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 each New Chargor, 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.

THIS DEED WITNESSES as follows:-

1. **DEFINITIONS**

Words and expressions defined in the Debenture shall have the same meanings in this Deed unless they are expressly defined in this Deed. This Deed is a Deed of Accession.

2. **CONSTRUCTION**

- 2.1 Without prejudice to the operation of any applicable term of the Debenture, the principles of construction set out in clause 1.2 (*Interpretation*) of the Debenture shall apply to this Deed, insofar as they are relevant to it, as they apply to the Debenture.
- 2.2 Unless a contrary intention appears, any reference in this Deed to:
 - 2.2.1 this **Deed** is a reference to this Deed as amended, varied, novated, supplemented and replaced from time to time; and
 - 2.2.2 each **New Chargor** and the **Security Agent** includes any one or more of its assigns, transferees and successors in title (in the case of each New Chargor to the extent such assignment, transfer or succession is expressly permitted by the Security Agent).
- 2.3 The provisions of clause 1.4 (*Deeds of Accession*), clause 1.5 (*Conflict with Facilities Agreement and/or Intercreditor Agreement*), clause 1.6 (*Present and future assets*), clause 10 (*Enforcement of Security*), clause 17.6 (*Partial Invalidity*), clause 17.4 (*Remedies and waivers*), clause 23 (*Counterparts*) and clause 25 (*Jurisdiction*) of the

Debenture shall be incorporated into this Deed *mutatis mutandis* as if set out in full in this Deed and references in those clause to this Debenture are references to this Deed.

3. **DELIVERY**

The parties intend this Deed to be delivered on the first date specified on page 1 of this Deed and that this document shall take effect as a deed notwithstanding the fact that the Agent may only execute this document under hand.

4. **ACCESSION**

Each New Chargor agrees:

- 4.1 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
- 4.2 to be bound by all the covenants and agreements in the Debenture which are expressed to be binding on a Chargor.

5. **SECURITY**

Each New Chargor mortgages, charges and assigns to the Security Agent, as agent and trustee for the Secured Parties, all its business, undertaking and assets on the terms of clause 3 (*Fixed Security and Floating Charge*) of the Debenture, provided that such first fixed charge, assignment and first floating charge referred to therein shall extend to:

- 5.1 the Shares of each New Chargor, including the Shares referred to in Schedule 2 (*Details of Shares*) hereto;
- 5.2 the Accounts of each New Chargor, including the Accounts referred to in Schedule 3 (*Details of Accounts*) hereto;
- 5.3 the Specific Contracts of each New Chargor referred to in Schedule 4 (*Details of Specific Contracts*) hereto; and
- 5.4 the Material Intercompany Receivables of each New Chargor, including the Material Intercompany Receivables referred to in Schedule 5 (*Details of Material Intercompany Receivables*) hereto.

6. **SECURITY TO BE INCLUDED IN DEBENTURE**

For the purposes of this Deed and the Debenture and with effect from the date of this Deed, the property and assets of each New Chargor charged to the Security Agent pursuant to this Deed shall form part of the Charged Property and references in the Debenture to the security created by or pursuant to the Debenture shall be deemed to include the security created by or pursuant to this Deed.

7. **CONTINUATION OF THE DEBENTURE**

- 7.1 Subject to the amendments contained in this Deed, the provisions of the Debenture shall remain in full force and effect.

7.2 References in the Debenture to this Debenture, hereof, hereunder and expressions of similar import shall be deemed to be references to the Debenture as amended by this Deed.

7.3 This Deed is supplemental to the Debenture. On and from the date of this Deed:

7.3.1 this Deed and the Debenture shall be read and construed as one document;
and

7.3.2 each New Chargor acknowledges that references to the Debenture in the Finance Documents are references to the Debenture as amended by this Deed.

7.4 Each New Chargor confirms:

7.4.1 its knowledge and acceptance of this Deed;

7.4.2 that the Debenture as supplemented by this Deed will continue to secure all liabilities which are expressed to be secured by it.

8. **DESIGNATION**

This Deed is a Finance Document.

9. **GOVERNING LAW**

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

SCHEDULE 1 THE NEW CHARGORS

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

SCHEDULE 2
Details of Shares

Name of New Chargor	Description of Shares
Pipes UK (Holdings) Limited	19,859,804 ordinary shares of £0.000001 each in Waco UK Holdings Limited
Waco UK Holdings Limited	16,504,993 ordinary shares of £1.00 each in Premier Modular Limited 1 ordinary share of £1.00 in Waco Modular UK Limited 5,753,389 ordinary shares of £1.00 each in Waco Modular Buildings UK Limited
Premier Modular Ventures Ltd	£1.00 comprising 100 ordinary shares of £0.01 each in Premier Modular Acquisitions Ltd
Premier Modular Acquisitions Ltd	1,172 ordinary shares of £1.00 each in Pipes UK (Holdings) Limited 9,568,650 preference shares of £1.00 each in Pipes UK (Holdings) Limited
Net Zero Buildings Holding Limited	10,090,118 ordinary shares of £1.00 each in Net Zero Buildings Finance Limited
Net Zero Buildings Finance Limited	40,710,000 ordinary shares of £0.01 each in UK Energy Partners Ltd 1 ordinary share of £1.00 held in NZB Investments Limited 1,000 ordinary shares of £1.00 each in Net Zero Buildings Limited
Premier Modular Holdings Limited	£1.00 comprising 100 ordinary shares of £0.01 each in Premier Modular Finance Ltd
Premier Modular Finance Ltd	£1.00 comprising 100 ordinary shares of £0.01 each in Premier Modular Ventures Ltd £1,372.68 comprising:- 1 ordinary share of £1.00 100,001 A Ordinary shares of £0.01 each 10,000 B Ordinary shares of £0.01 each 2,267 C Ordinary shares of £0.01 each 25,000 D Ordinary shares of £0.01 each in Net Zero Buildings Holding Limited

SCHEDULE 3
Details of Accounts

New Chargor	Bank name and branch	Account number	Sort code
Premier Modular Holdings Limited	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867
Premier Modular Finance Ltd	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867
Premier Modular Ventures Ltd	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867
Premier Modular Acquisitions Ltd	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867
Pipes UK (Holdings) Limited	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867
Waco UK Holdings Limited	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867
Premier Modular Limited	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867
Net Zero Buildings Holding Limited	HSBC - 63-64 St Andrews Street, Cambridge CB2 3BZ	██████	401608
Net Zero Buildings Finance Limited	HSBC - 63-64 St Andrews Street, Cambridge CB2 3BZ	██████	401608
UK Energy Partners Ltd	HSBC - 63-64 St Andrews Street, Cambridge CB2 3BZ	██████	401608
Net Zero Buildings Limited	HSBC - 63-64 St Andrews Street, Cambridge CB2 3BZ	██████	401659
Net Zero Buildings Limited	HSBC - 63-64 St Andrews Street, Cambridge CB2 3BZ	██████	401659
Premier Modular Finance Ltd	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867
Waco Modular Buildings UK Limited	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867
Waco Modular UK Limited	Barclays Bank, 4 North Nar Within, Beverley, HU17 8AY	██████	204867

SCHEDULE 4
Details of Specific Contracts


None as at the date of this Deed

SCHEDULE 5
Details of Material Intercompany Receivables


No.	Chargor	Debtor
1	Premier Modular Ventures Ltd	Premier Modular Acquisitions Ltd
2	Birdie Midco 2 Limited	Birdie Bidco Limited
3	Birdie Bidco Limited	Premier Modular Acquisitions Ltd
4	Birdie Bidco Limited	Premier Modular Finance Ltd


SIGNATURE PAGES TO THE DEED OF ACCESSION


NEW CHARGORS

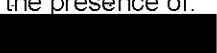
Executed as a deed
by **PREMIER MODULAR HOLDINGS LTD**
acting by
by  Director

DocuSigned by:
n  Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation

Executed as a deed
by **PREMIER MODULAR FINANCE LTD**
acting by
by  Director


DocuSigned by:
n  Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation

Executed as a deed
by **PREMIER MODULAR VENTURES LTD**
acting by
by  Director

DocuSigned by:
in the presence of:  Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation


Executed as a deed
by **PREMIER MODULAR ACQUISITIONS LTD**
acting by

by  Director

DocuSigned by:
in the presence of:
 Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation


Executed as a deed
by **PIPES UK (HOLDINGS) LIMITED**
acting by

by  Director

DocuSigned by:
in the presence of:
 Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation


Executed as a deed
by **WACO UK HOLDINGS LIMITED**
acting by

by  Director

DocuSigned by:
in the presence of:
 Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation


Executed as a deed
by **PREMIER MODULAR LIMITED**
acting by
by DocuSigned by:

 Director

in the presence of:
DocuSigned by:
 Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation


Executed as a deed
by **NET ZERO BUILDINGS HOLDING LIMITED**
acting by
by DocuSigned by:


 Director


in the presence of:
DocuSigned by:
 Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation


Executed as a deed
by **NET ZERO BUILDINGS FINANCE LIMITED**
acting by
by DocuSigned by:


 Director


in the presence of:
DocuSigned by:
 Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation


Executed as a deed
by **UK ENERGY PARTNERS LTD**
acting by
by  Director

DocuSigned by:
in the presence of:
 Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation

Executed as a deed
by **NET ZERO BUILDINGS LIMITED**
acting by
by  Director

DocuSigned by:
in the presence of:
 Witness
2C3A62666A5B4E0...
Kay Ederies Full Name
76 Megson Way HU17 8YA Address
teacher Occupation

THE PARENT
Executed as a deed
by **BIRDIE MIDCO 2 LIMITED**
acting by
by  Director

DocuSigned by:
in the presence of:
 Witness
12636DD601BE4AD...
Emanuele Rustichelli Full Name
44c Gascony Avenue London NW6 4NA Address
Investment Associate Occupation

THE SECURITY AGENT

Executed as a deed by)
)
as a duly authorised attorney for and on behalf of)
Alter Domus Trustees (UK) Limited)
in the presence of

.....
[Redacted Signature]

Signature of witness

Name Daniel Hayward-Hughes

Address 17 Birkbeck Place, London SE21 8JU

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