



Registration of a Charge

Company Name: **H14 ENERGY LIMITED**

Company Number: **09007964**



Received for filing in Electronic Format on the: **12/07/2023**

XC7N0LCW

Details of Charge

Date of creation: **26/06/2023**

Charge code: **0900 7964 0002**

Persons entitled: **PPF BANKA A.S.**

Brief description: **THE TENANT'S INTEREST IN THE LEASE OF THE HYDRO-ELECTRIC, STRINGER HYDRO, STOCKPORT ROAD WEST, BRADBURY, STOCKPORT, REGISTERED TITLE NUMBER MAN283613 FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

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:

BRODIES LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9007964

Charge code: 0900 7964 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th June 2023 and created by H14 ENERGY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2023 .

Given at Companies House, Cardiff on 13th July 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**

Certified a true
copy save for the
material redacted
pursuant to
s859G of the
Companies Act
2006

DEBENTURE ACCESSION DEED

THIS DEBENTURE ACCESSION DEED is made on 26 June 2023

BETWEEN:



Solicitor,
Brodies LLP

Date: 11 July
2023
Ref: PPF1.10

(1) **H14 ENERGY LIMITED**, a company incorporated in England & Wales with registered number 09007964 and having its registered office at C/O External Services Limited, Central House 20 Central Avenue, St Andrews Business Park, Norwich, England, NR7 0HR, and

(2) **SAPPHIRE ENERGY LIMITED**, a private limited company incorporated and existing under the laws of Northern Ireland (registered number NI622058), having its registered office at C/O Goodbody Northern Ireland Secretarial Limited, 42-46 Fountain Street, Belfast, Northern Ireland, BT1 5EF,

Each a "**New Chargor**", and together the "**New Chargors**"; and

(3) **PPF BANKA A.S.**, a joint-stock company incorporated and existing under the laws of the Czech Republic, having its registered office at Prague 6, Evropská 2690/17, Postal Code 16041, Czech Republic, Identification No. 47116129, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B 1834, as chargee (the "**Lender**").

RECITAL:

This deed is supplemental to a debenture dated 13 June 2023 between, inter alios, the Chargors named therein and the Lender, as previously supplemented and amended by earlier Debenture Accession Deeds (if any) (the "**Debenture**").

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Clause 17 (Interpretation) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

Each New Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Chargor.

2.2 Covenant to Pay

The New Chargors as primary obligors covenant with the Lender (for the benefit of itself and the other Secured Parties) that they will pay on demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

Each New Chargor, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following

assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) of a first legal mortgage all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives that New Chargor a right to occupy or use such property including any freehold or leasehold property specified in Schedule 1, together with all present and future buildings and fixtures (including trade and tenants fixtures) which are at any time on or attached to the property (specified in **Error! Reference source not found.** (*Freehold and Leasehold Property*); and
- (b) (to the extent that they are not the subject of a mortgage under Clause 2.3 (a) by way of first fixed charge:
 - (i) all estates or interests in any freehold or leasehold property owned by it and all rights under any licence or other agreement or document which gives each New Chargor a right to occupy or use property;
 - (ii) the benefit of all other agreements relating to land which each New Chargor is or may become party to or otherwise entitled;
 - (iii) plant and machinery owned by each New Chargor and its interest in any plant and machinery in its possession;
 - (iv) all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned (at law or in equity) by it or held by any nominee on its behalf; and
 - (v) any dividend, interest or other distribution paid or payable or any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise accruing or payable in relation to any share, stock, debenture, bond, warrant, coupon or other security or investment;
 - (vi) all rights and interests in and claims under all insurance contracts or policies or assurance contracts or policies held by or insuring to the benefit of each New Chargor (including all money payable under them);
 - (vii) all of its rights in respect of any amount standing to the credit of any bank account, cash at bank and credit balances (excluding those arising on fluctuating accounts) with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);
 - (viii) all present and future book debts of each New Chargor;
 - (ix) all of its rights in respect of any patents, utility models, copyright, registered and unregistered rights in designs, registered and unregistered trade and service marks, rights in passing off and database rights in each case now or in the future held by each New Chargor (whether alone or jointly with others) anywhere in the world and including any extensions and renewals of ordinary application for such rights;
 - (x) all of each New Chargor's rights in relation to trade secrets, confidential information and know-how in any part of the world;
 - (xi) the benefit of all warranties, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to each New Chargor in respect of the assets comprised within a mortgage, fixed charge or assignment by way of security created pursuant to this Clause 2;

- (xii) any beneficial interest, claim or entitlement it has to any assets of any pension fund;
- (xiii) its goodwill and uncalled capital for the time being;
- (xiv) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset; and
- (xv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in Clause 2.3(b)(xiv).

2.4 **Security Assignment**

The New Chargors with full title guarantee hereby assign all of their rights in respect any letter of credit issued in its favour and any bill of exchange or other negotiable instrument held by it. To the extent that they are not effectively assigned under this Clause 2.4, the New Chargors charge by way of first fixed charge all of their rights under each such agreement and instrument to which it is a party.

The New Chargors assign absolutely all of their rights in respect of each Assigned Contract specified in Schedule 2, and each New Chargor charges by way of a first fixed charge all of their rights in respect of any agreement, instrument or other document to which it is a party.

Clause 2.4 above does not apply to any agreement, instrument or other document to which each New Chargor is a party that is subject to any fixed security created under any other term of this Clause 2.

2.5 **Fixed Security**

Clause 2.3 (*Fixed Charges*) and clause 2.4 (*Security Assignment*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 **Floating Charge**

As further security for the payment and discharge of the Secured Obligations, the New Chargors charge with full title guarantee in favour of the Lender by way of first floating charge all their assets, both present and future, not effectively charged by way of first fixed charge under clause 2.3 (*Fixed Charges*) or assigned under clause 2.4 (*Security Assignment*) and, in each case, all Related Rights.

3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. **Governing law**

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

5. **Enforcement**

- (a) The courts of England have 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) (a "Dispute").

- (b) The parties to this deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this deed will argue to the contrary.

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

SCHEDULE 1

Freehold and Leasehold Property

New Chargor	Freehold/Leasehold	Description
H14 Energy Limited	Leasehold	Hydro-electric site, Stringer Hydro, Stockport Road West, Bredbury, Stockport, registered title number: MAN283613

SCHEDULE 2

ASSIGNED CONTRACTS

CHARGOR	CONTRACT
H14 Energy Limited	Hydro Energy Operational Insurance Policy (Dunans) (Policy Number: 32404847 And Policy Schedule: Ukc04816g)
H14 Energy Limited	Employers' Liability Insurance Policy (Gleann Casaig (Policy No: 32404962/OEL and Reference No Xr0754/1985030000
H14 Energy Limited	Hydro Energy Operational Insurance Policy (Gleann Casaig) (Policy Number: 32404962 And Policy Schedule: 03)
H14 Energy Limited	Management Liability Insurance (Policy Number: RDA00005841)
H14 Energy Limited	Management Liability Insurance Policy (Policy Number Ac Dir 4484127)
H14 Energy Limited	Hydro Electric Energy Operational Policy (Stringers Weir) (Policy Number: 32405053 (OAR/OPL))
H14 Energy Limited	Construction All Risks & Advance Loss Of Revenue Insurance Policy (Policy Number: RENH9324540300)

SIGNATORIES TO DEED OF ACCESSION

New Chargor

EXECUTED as a DEED by)
 H14 ENERGY LIMITED as a new)
 chargor)
 acting by)
 in the presence of [REDACTED]

Witness Signature [REDACTED]

Name

JAN BOHAC

Address

[REDACTED]

EXECUTED as a DEED by)
 SAPPHIRE ENERGY LIMITED)
 as a new chargor)
 acting by)
 in the presence of [REDACTED]

Witness Signature [REDACTED]

Name

JAN BOHAC

Address

[REDACTED]

PPF BANKA A.S.)
 as lender)

Director

Director

By:

Authorised Signatory

By:

Authorised Signatory

SIGNATORIES TO DEED OF ACCESSION

New Chargor

EXECUTED as a DEED by)
 H14 ENERGY LIMITED as a new)
 chargor)
 acting by)
 in the presence of)

.....
 Director

Witness Signature

Name

Address

EXECUTED as a DEED by)
 SAPPHIRE ENERGY LIMITED)
 as a new chargor)
 acting by)
 in the presence of)

.....
 Director

Witness Signature

Name

Address

PPF BANKA A.S.)
 as lender)
)
)

.....
 By:

Authorised Signatory

.....
 By:

Authorised Signatory