



**Registration of a Charge**

Company name: **IONA ELECTRICS LIMITED**

Company number: **NI620811**



X915U4MR

Received for Electronic Filing: **19/03/2020**

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**Details of Charge**

Date of creation: **19/03/2020**

Charge code: **NI62 0811 0006**

Persons entitled: **AIB GROUP (UK) PLC**

Brief description: **AS AND BY WAY OF FURTHER AND BETTER SECURITY THE MORTGAGOR (TO THE INTENT THAT THE SECURITY HEREBY CREATED SHALL RANK AS A CONTINUING SECURITY IN FAVOUR OF THE BANK) AS SECURITY FOR PAYMENT OF ALL MONIES SECURED BY THE CHARGES INCLUDING INTEREST AS SET OUT THEREIN AS BENEFICIAL OWNER HEREBY CHARGES BY WAY OF ASSIGNMENT TO THE BANK OF ALL RIGHTS AND CLAIMS OF THE MORTGAGOR UNDER OR IN RESPECT OF THE RENEWABLE DOCUMENTS.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**MCKEES**



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

Company number: NI620811

Charge code: NI62 0811 0006

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 19th March 2020 and created by IONA ELECTRICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th March 2020 .

Given at Companies House, Belfast on 19th March 2020

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 THIS 19<sup>th</sup> DAY OF MARCH 2020

IONA ELECTRICS LIMITED

TO

AIB GROUP (UK) PLC

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DEED OF CHARGE OVER RENEWABLE DOCUMENTS

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WE HEREBY CERTIFY THAT THIS IS  
A TRUE COPY OF THE DOCUMENT OF  
WHICH IT PURPORTS TO BE A COPY

DATED THIS 19<sup>th</sup> DAY OF March 2020

*McLees.*

McKEE SOLICITORS

THE LINENHALL

12/28 LINENHALL STREET

BELFAST, BT2 8BG

**THIS CHARGE** is made the 19<sup>th</sup> day of March 2020

Between

- (1) **IONA ELECTRICS LIMITED** a company registered in Northern Ireland (company number NI620811) and having its registered office at 163 Newcastle Road, Kilkeel, Newry, Co Down, BT34 4NN (the "**Mortgagor**") of the one part; and
- (2) **AIB Group (UK) p.l.c.** whose registered office is at 92 Ann Street, Belfast BT1 3HH (the "**Bank**")

and is supplemental to a Debenture("the Debenture") and Chattel Mortgage (the Chattels Mortgage"),the Debenture and the Chattels Mortgage hereinafter referred to together as (the "**Charges**") dated 19<sup>th</sup> March 2020 and made between the Mortgagor (1) and the Bank (2).

**WHEREAS:-**

1. The Mortgagor has already been granted or may hereafter be granted accommodation from time to time by the Bank in some one or other of the modes in which banks accommodate or grant facilities to their customers or others and/or is now here or may hereafter become indebted to the Bank by other means.
2. By virtue of the Debenture the Mortgagor as continuing security for the payments thereinbefore mentioned inter alia charged all the assets and undertaking of the Mortgagor in favour of the Bank.
3. By virtue of the Chattels Mortgage the Mortgagor as continuing security for the payments thereinbefore mentioned inter alia charged all the equipment, plant machinery, tools vehicles, furniture, fittings, installations and apparatus, goods chattels, any other tangible moveable property belonging to the Mortgagor including without limitation the 250kW Vesta V27 Wind Turbine erected 295 meters North west of 21 Council road, Kilkeel County Down and any equipment, assets or tools, wiring and switchgear room associated therewith
3. By virtue of contract dated 16<sup>th</sup> April 2014 and made between Optinergy Limited of the one part and Iona Electrics Limited of the other part, Optinergy Limited agreed terms with the Mortgagor in connection with the supply erection and low voltage connection of a Vestas V27 Turbine including foundation warranties and availability guarantees and to provide an operations and maintenance agreement for an eight year period(the "Optinergy Contract") .
4. By virtue of Agency Agreement for the sale of Renewable Power dated 21<sup>st</sup> January 2019 and made between Iona Electrics Limited and Farm Energy (NI) Limited, Iona Electric Limited agreed to appoint Farm Energy (NI) Limited to act as it agent sell all the electricity generated pursuant to the Iona Wind Turbine Generation Station (the Agency Agreement )

5. By virtue of Accreditation Agreement from Ofgem E-Serve dated 23<sup>rd</sup> July 2015, Ofgem accredited 226.16kw onshore wind generation under accreditation numbers R00445NQNI and G00544NWNl("the Accreditation Agreement") .
6. By virtue of Farm Energy NI Trading Services Agreement dated 21<sup>st</sup> January 2019 and made between Farm Energy (NI) Limited and Iona Electrics Limited, Farm Energy (NI) Limited agreed with the Mortgagor that it would provide services for the trading of ROCS in respect of the Iona Wind Turbine Facility as set out therein (the "ROCS Agreement").
7. It has been agreed between the Mortgagor and the Bank that all monies now owing or which shall hereafter becoming owing on a general balance of account or otherwise from the Mortgagor to the Bank with interest, costs and charges shall by way of further and better security be secured in the manner and on the terms hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH that:-**

1. In this Charge, except to the extent that the context requires otherwise:
  - (1) Iona Wind Turbine Facility means the Vestas 29 wind turbine situate 295 meters northwest of 21 Council Road, Kilkeel, County Down and any equipment, assets or tools, wiring and switch room associated therewith.
  - (2) 'Renewable Documents' means the Optinergy Contract, the Agency Agreement, the Accreditation Agreement and the ROCS Agreement .
2. In this Charge (unless otherwise provided):
  - (a) references to Clauses are to be construed as references to the Clauses of this Charge;
  - (b) references to this Charge (or to any specified provisions of this Charge) or any other document shall be construed as references to this Charge, that provision or that document as amended, varied, novated or supplemented from time to time;
  - (c) words importing the singular shall include the plural and vice versa;
  - (d) references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency thereof; and
  - (e) references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

3.
  - (1) As and by way of further and better security the Mortgagor (to the intent that the security hereby created shall rank as a continuing security in favour of the Bank) as security for payment of all monies secured by the Charges including interest as set out therein as beneficial owner hereby charges by way of assignment to the Bank the benefit of all rights and claims of the Mortgagor under or in respect of the Renewable Documents.
  - (2) Each charge or assignment by way of security hereby created is separate, independent of and distinct from and in addition to every other such charge or assignment.
  - (3) If the Mortgagor shall duly repay to the Bank all and every sum or sums of money (including all interest and charges hereby covenanted to be paid) and comply with all obligations hereunder the Bank will at the request and cost of the Mortgagor duly discharge this security.
4. The Mortgagor shall not be at liberty to create any mortgage or charge ranking in priority to or pari passu with these presents.
5. The Mortgagor hereby authorises the Bank on its behalf on default of payment by the Mortgagor on demand of the monies which may for the time being be due by the Mortgagor to the Bank to exercise the Mortgagor's rights under the Development Documents in such manner as the Bank may think fit without further notice to the Mortgagor.
6. The Mortgagor hereby irrevocably appoints the secretary for the time being of the Bank to be its attorney in its name and on its behalf and to execute and do all deeds and to sign and seal instruments and do all acts necessary or proper for that purpose and otherwise perfect all transfers assurances and instruments which may be required or deemed proper by the Bank (in the absolute discretion of the Bank) for any of the purposes of this security.
7. In all other respects the Charges are hereby confirmed by the parties and all its provisions shall apply as if the same were set out herein.

**IN WITNESS** whereof the parties hereto have executed these presents as a deed the day and year first herein written.

**PRESENT** when the Common Seal of

**IONA ELECTRICS LIMITED**

**was affixed hereto  
pursuant to a Resolution of its Board  
of Directors**

***OR***

**EXECUTED AS A DEED** by

**IONA ELECTRICS LIMITED**  
acting pursuant to a Resolution  
of its Board of Directors by

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*Director*

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*Director / Secretary*

***OR***

*(continued overleaf)*

EXECUTED AS A DEED by IONA  
ELECTRICS LIMITED acting by  
a Director in the  
presence of:

Yvonne Fitzpatrick  
Director

Richard Fleury  
Signature of Witness

Schinter  
Name of Witness

Newcastle  
Address of Witness

\_\_\_\_\_  
Occupation of Witness

Ken Fitzpatrick

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**PRESENT** when the Common Seal  
of **AIB Group (UK) plc** was  
Affixed hereto:-

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Authorised Officer

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Authorised Officer