



# **Registration of a Charge**

Company Name: **PREMIER MODULAR FINANCE LTD** Company Number: **13088270** 

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

# **Details of Charge**

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

Charge code: 1308 8270 0001

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: 13088270

Charge code: 1308 8270 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th August 2023 and created by PREMIER MODULAR FINANCE 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





#### 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 <sup>8</sup> 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

Acceding Company	Registered Number	Registered Address
Premier Modular Holdings Ltd	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, Dirffield, 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 LAND

None specified

# SCHEDULE 3

# DETAILS OF MATERIAL INSURANCES

None specified

# **SCHEDULE 4**

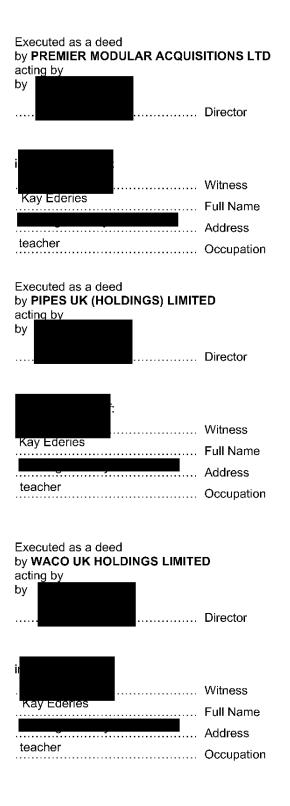
## DETAILS OF INTELLECTUAL PROPERTY

None specified

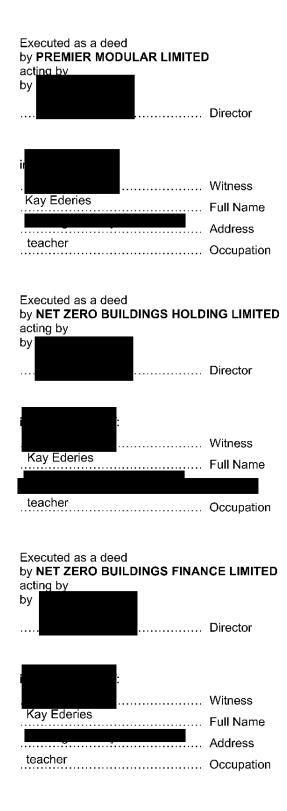
#### SIGNATURE PAGES TO THE DEED OF ACCESSION

## **NEW CHARGORS**

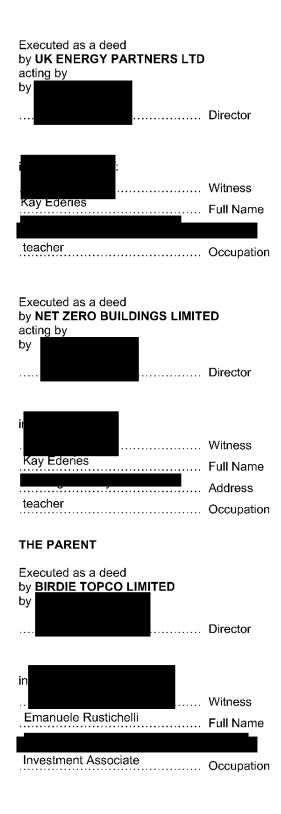
Executed as a deed by PREMIER MODULAR HOLDINGS LTD acting by by ..... Director . . . . ..... Witness Kay Ederies ..... Full Name Address teacher Occupation Executed as a deed by PREMIER MODULAR FINANCE LTD acting by by ..... Director ..... Witness Kay Ederies ..... Full Name Address teacher ..... Occupation Executed as a deed by PREMIER MODULAR VENTURES LTD acting by by ..... Director ..... Witness Kay Ederies \_\_\_\_\_ Full Name Address teacher ..... Occupation



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#### SECURITY TRUSTEE

