



**Registration of a Charge**

Company Name: **EEB49 LIMITED**

Company Number: **12169382**



XCDR57KI

Received for filing in Electronic Format on the: **09/10/2023**

**Details of Charge**

Date of creation: **06/10/2023**

Charge code: **1216 9382 0001**

Persons entitled: **BERENBERG ALTERNATIVE ASSETS FUND II S.A., SICAV-RAIF (WITH THE SUBFUND BERENBERG GREEN ENERGY JUNIOR DEBT FUND III)**

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: **MKB LAW LIMITED**



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

Company number: 12169382

Charge code: 1216 9382 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th October 2023 and created by EEB49 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th October 2023 .

Given at Companies House, Cardiff on 10th October 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**

## Form of Deed of Accession

This Deed is made on 06/10/2023

between:

- (1) **EEB49 Limited**, a company incorporated in England and Wales with company number 12169382 (the "**New Chargor**"); and
- (2) **BERENBERG ALTERNATIVE ASSETS FUND II S.A., SICAV-RAIF** with the sub fund Berenberg Green Energy Junior Debt Fund III represented by the AIFM (as defined below) with its registered seat in 6B, rue Gabriel Lippmann, L – 5365 Munsbach, Grand-Duchy of Luxembourg, registered with the commercial register of Luxembourg (*Registre de Commerce et des Sociétés*) under number B213586 (the "**Lender**").

### 1. INTERPRETATION

- 1.1 In this Deed, the "**Debenture**" means a debenture dated 3<sup>rd</sup> August 2021 made between, (1) Hook Solar Limited and EEB45 Limited and (2) the Lender.
- 1.2 Unless a contrary indication appears:
  - 1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and
  - 1.2.2 the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.
- 1.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

### 2. ACCESSION

#### 2.1 Agreement to accede

The New Chargor agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as the Chargor with effect from the date of this Deed.

#### 2.2 Effect of accession

With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if the New Chargor had been an original party to it in the capacity of Chargor (but so that the Security created as a result of such accession is created on the date of this Deed). The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "**this Deed**" and similar phrases will be deemed to include this Deed of Accession.

### 3. SECURITY

#### 3.1 Grant of Security

Without limiting the generality of Clause 2 (*Accession*) above, the New Chargor grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

#### 3.2 Mortgage

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor charges by way of first legal mortgage:

- 3.2.1 all its Real Property listed in the schedule to this Deed; and
- 3.2.2 all its other Real Property (if any) as at the date of this Deed.

### 3.3 **Assignment**

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chargor assigns by way of security to the Lender:

- 3.3.1 all its Specified Material Contracts listed in the schedule to this Deed;
- 3.3.2 all its Specified Material IPR listed in the schedule to this Deed; and
- 3.3.3 all its accounts, including any listed in the schedule to this Deed, maintained with any bank, financial institution or other person (other than the Lender) and all monies (including interest) at any time standing to the credit of such account.

### 3.4 **Real Property Restriction**

The New Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of [LENDER] as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Lender to make further advances under the terms of the Finance Documents. The New Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

### 3.5 **No avoidance of Security**

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

## 4. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

## 5. **GOVERNING LAW**

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

## 6. **JURISDICTION**

- 6.1 The courts of England and Wales 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) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").
- 6.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

- 6.3 Clause 6.1 is for the benefit of the Lender only. As a result, the Lender will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.**

**SCHEDULE 1****Details of Charged Property****Part I  
Real Property****Registered Land**

<b>Name of Chargor</b>	<b>Address/description of the Real Property</b>	<b>Title Number</b>
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None at the date of this Accession Deed		
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**Part II  
Shares**

<b>Name of Chargor</b>	<b>Name of company whose shares are held</b>	<b>Company number of company whose shares are held</b>	<b>Number and class of shares</b>
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None at the date of this Accession Deed			
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**Part III  
Bank accounts**

<b>Name of Chargor</b>	<b>Name or designation of bank account</b>	<b>Account number</b>	<b>Name of institution and branch at which account held</b>
EEB49 Limited	Current Account	73633861	Barclays Dockland 9, Leicester, Leicestershire, LE87 2BB Sort Code: 20-26-53

**Part IV Insurances**

<b>Name of Chargor</b>	<b>Brief description of policy, including policy number</b>	<b>Date of policy</b>	<b>Insurance company or underwriter (including address for service of notices)</b>
None at the date of this Accession Deed			

**Part V  
Specified Contracts****Section 1 – Development Services Agreements**

<b>Name of Chargor</b>	<b>Brief description of agreement</b>	<b>Date of agreement</b>	<b>Parties to agreement (including address for service of notices)</b>
EEB49 Limited	Development Services Agreement	22 August 2019	(1) Elgin Energy EsCo Limited of The Old Rectory, Church Street, Weybridge, Surrey, England, KT13 8DE and (2) EEB49 Limited of The Old Rectory, Church Street, Weybridge, Surrey, England, KT13 8DE

**Section 2 – Conditional Agreements for Lease**

<b>Name of Chargor</b>	<b>Brief description of agreement</b>	<b>Date of agreement</b>	<b>Parties to agreement (including address for service of notices)</b>
EEB49 Limited	Conditional Agreement for Lease	6 June 2023	(1) The Chatsworth Estates Company of 33 Queen Anne Street, London, W1G 9HY (2) EEB49 Limited

**Part VI**  
**Specified IPR**

<b>Name of Chargor</b>	<b>Brief description of right</b>	<b>Registration number (if any)</b>	<b>Date of renewal (if any)</b>
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None at the date of this Accession Deed



**New Chargor**

**EXECUTED** as a deed by **EEB49 Limited** acting by a director, in the presence of:

  
Director

  
Signature of witness


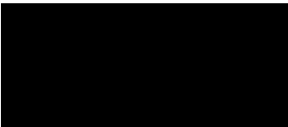
Name of witness: Anne McCarthy

Witness's address: C/O Elgin Energy, Pembroke Street, Dublin 2

Witness's occupation: solicitor

**The Lender**

**BERENBERG ALTERNATIVE ASSETS FUND II S.A.,  
SICAV-RAIF** with the sub fund Berenberg Green Energy  
Junior Debt Fund III

By:    
Bertram Welsch Ralf Rosenbaum  
Director Director