



Registration of a Charge

Company Name: **BLOOMSBURY HEAT & POWER LIMITED**

Company Number: **03626472**



XCW9UQFC

Received for filing in Electronic Format on the: **06/02/2024**

Details of Charge

Date of creation: **05/02/2024**

Charge code: **0362 6472 0004**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

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: **TRAVERS SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3626472

Charge code: 0362 6472 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2024 and created by BLOOMSBURY HEAT & POWER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th February 2024 .

Given at Companies House, Cardiff on 9th February 2024

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**



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EXECUTION VERSION

DATED 5 FEBRUARY 2024

**(1) THE COMPANIES IDENTIFIED IN SCHEDULE 1
as Additional Chargors**

AND

**(2) NATIONAL WESTMINSTER BANK PLC
as Security Agent**

DEED OF ACCESSION

THIS DEED is dated 5 February 2024 between:

PARTIES

- (1) **THE COMPANIES** whose names, registered numbers and registered offices are set out in Schedule 1 (the "**Additional Chargors**") in favour of
- (2) **NATIONAL WESTMINSTER BANK PLC** as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**", which expression shall include any person for the time being appointed as security trustee or as an additional trustee for the purpose of, and in accordance with, the Intercreditor Agreement).

BACKGROUND

- (A) The Company and others have entered into a debenture dated 12 December 2023 (the "**Debenture**") between the Chargors under and as defined in the Debenture and the Security Agent.
- (B) The Additional Chargors have agreed to enter into this Deed and to become Additional Chargors under the Debenture.
- (C) The Security Agent and the Additional Chargors intend this document to take effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (D) The Security Agent holds the benefit of this Deed on trust for the Secured Parties on the terms of the Finance Documents.
- (E) It is the intention of the Agent (acting on the instructions of all the Lenders), the Security Agent, the Parent, the Company and the Additional Chargors for the Total Revolving Facility Commitments to be increased by an amount up to £30,000,000 (bringing the Total Revolving Facility Commitments to an amount not exceeding £55,000,000 (the "**Upsized Revolving Facility Commitments**")) following the date of this Deed by way of an amendment and restatement of the Facilities Agreement (the "**RCF Amendment**") and for the Secured Obligations (as defined in the Intercreditor Agreement, the Debenture and the Parent Security Agreement (as defined below)) to expressly extend to include and provide Security for the Upsized Revolving Facility Commitments.

IT IS AGREED as follows:

1. Definitions and Interpretation

Terms defined in the Debenture have the same meaning in this Deed unless given a different meaning in this Deed. This Deed is a Finance Document. In addition, in this Deed:

"**Parent Security Agreement**" means the limited recourse English law security agreement in respect of shares in and receivables owed by the Company to the Parent dated 12 December 2023 and made between the Parent as the chargor and the Security Agent.

"RCF Amendment" has the meaning given to that term in Recital (E) (*Background*).

2. Accession and covenant to pay

2.1 With effect from the date of this Deed the Additional Chargors:

2.1.1 will become a party to the Debenture as a Chargor; and

2.1.2 will be bound by all the terms of the Debenture which are expressed to be binding on a Chargor.

For the purposes of section 859D(2)(c) of the Companies Act 2006, the parties note that this includes the negative pledge provisions of Clause 7 (*Negative pledge and disposals*) of the Debenture.

2.2 Each Additional Chargor hereby covenants with the Security Agent (as trustee for the Secured Parties) that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Additional Chargors may at any time have to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including this Deed) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). The Additional Chargors shall pay to the Security Agent when due and payable every sum at any time owing, due or incurred by it to the Security Agent (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities under the Finance Documents, **provided that** neither such covenant nor the Charges shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Neither the covenant to pay in clause 2.2 above nor the Security constituted by this Deed shall extend to or include any liability or sum which would, but for this clause, cause such covenant or Security to be unlawful under any applicable law.

3. Grant of Security

3.1 Fixed Security

The Additional Chargors hereby charge with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, by way of first fixed charge all such Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject in each case to obtaining any necessary consent to such fixed charge from any third party) in each case both present and future:

3.1.1 the Accounts;

3.1.2 the Investments and all Related Rights; and

- 3.1.3** the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

4. Assignments

The Additional Chargors hereby assign with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all such Additional Chargor's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party and without prejudice to such Additional Chargor's obligations under Clause 6.1 (*Consent of third parties*) of the Debenture, in each case both present and future:

- 4.1.1** any Hedging Agreements;
- 4.1.2** each of the Specific Contracts; and
- 4.1.3** all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to this Deed,

and, in each case, all Related Rights.

5. Floating charge

- 5.1.1** The Additional Chargors hereby charge with full title guarantee in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of such Additional Chargor, other than any asset which is situated in England and Wales and which is validly and effectively charged under the laws of England and Wales by way of fixed security created under this Deed in favour of the Security Agent as security for the Secured Obligations.
- 5.1.2** The floating charge created by this Clause 5 shall be deferred in point of priority to all fixed security validly and effectively created by a Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations.
- 5.1.3** Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 5.

6. Security Confirmation

- 6.1** With effect from the date of this Deed, the Company and each Additional Obligor confirms that the Security created by the Debenture and this Deed continues in full force and effect (notwithstanding any amendment of the Facilities Agreement pursuant to any amendment including the RCF Amendment) and extends, where it purports to do so, to the liabilities and obligations of the Obligors (including, for the avoidance of doubt, the Additional

Obligors) under the Facilities Agreement as amended by any amendment including the RCF Amendment.

7. With effect from the date of this Deed, the Parent confirms that the Security created by the Parent Security Agreement continues in full force and effect (notwithstanding any amendment of the Facilities Agreement pursuant to any amendment including the RCF Amendment) and extends, where it purports to do so, to the liabilities and obligations of the Obligors (including, for the avoidance of doubt, the Additional Obligors) under the Facilities Agreement as amended by any amendment including the RCF Amendment.

Miscellaneous

7.1 Construction of Debenture

With effect from the date of this Deed the Debenture will be read and construed for all purposes as if the Additional Chargors had been an original party in the capacity of Chargor (but so that the security created on this accession will be created on the date of this Deed);

7.2 References in Debenture

With effect from the date of this Deed any reference in the Debenture to this Deed and similar phrases will include this deed and all references in the Debenture to Schedule 2 (*Details of Shares*) (or any part of it) will include a reference to Schedule 2 (*Details of Shares*) to this Deed (or relevant part of it).

8. Governing law

This Deed and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

9. Jurisdiction

- 9.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").

- 9.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

10. Counterparts

This Deed may be executed in counterparts, all of which when taken together shall be deemed to constitute one and the same instrument.

THIS DEED OF ACCESSION has been signed by the Security Agent and executed as a deed by each Additional Chargor and is delivered on the date specified above. This Deed has been executed by the Company solely for the purpose of acknowledging and accepting recital (E) and to provide the

security confirmation in paragraph 6 of this Deed. This Deed has been executed by the Parent solely for the purpose of acknowledging recital (E) and to provide the security confirmation in paragraph 6 of this Deed.

SCHEDULE 1

ADDITIONAL CHARGORS

Name	Jurisdiction	Registered Number	Registered Office
East London Energy Limited	England and Wales	06307742	4th Floor, The Peak, 5 Wilton Road, London, United Kingdom, SW1V 1AN
Birmingham District Energy Company Limited	England and Wales	05988953	4th Floor, The Peak, 5 Wilton Road, London, United Kingdom, SW1V 1AN
Bloomsbury Heat & Power Limited	England and Wales	03626472	4th Floor, The Peak, 5 Wilton Road, London, United Kingdom, SW1V 1AN
Leicester District Energy Company Limited	England and Wales	05847251	4th Floor, The Peak, 5 Wilton Road, London, United Kingdom, SW1V 1AN
Excel District Energy Company Limited	England and Wales	08341688	4th Floor, The Peak, 5 Wilton Road, London, United Kingdom, SW1V 1AN
Bring Energy Services Limited	England and Wales	04513466	4th Floor, The Peak, 5 Wilton Road, London, United Kingdom, SW1V 1AN
Bring Energy Concessions Limited Limited	England and Wales	02240219	4th Floor, The Peak, 5 Wilton Road, London, United Kingdom, SW1V 1AN
Bring Energy Limited	England and Wales	01506399	4th Floor, The Peak, 5 Wilton Road, London, United Kingdom, SW1V 1AN

SCHEDULE 2
DETAILS OF SHARES

Chargor	Name of Company in which Shares are held	Class of Shares	Number of Shares held
Bring Energy Services Limited	Birmingham District Energy Company Limited	Ordinary Shares of £1.00 each	1
Bring Energy Services Limited	Bloomsbury Heat & Power Limited	Ordinary Shares of £1.00 each	20,100
Bring Energy Services Limited	Leicester District Energy Company Limited	Ordinary Shares of £1.00 each	2,960,000
Bring Energy Services Limited	Excel District Energy Company Limited	Ordinary Shares of £1.00 each	2
Bring Energy Concessions Limited	Bring Energy Services Limited	Ordinary Shares of £1.00 each	550,203
Bring Energy Services Limited	Bring Energy Limited	Ordinary Shares of £1.00 each	550,000

SIGNATURES TO DEED OF ACCESSION

The Additional Chargor

EXECUTED as a DEED)
by EAST LONDON ENERGY)
LIMITED)

[Redacted Signature]

David Kyriacos

Director

[Redacted Signature]

Richard Burrell

Director

EXECUTED as a DEED)
by BIRMINGHAM DISTRICT)
ENERGY COMPANY LIMITED)

[Redacted Signature]

David Kyriacos

Director

[Redacted Signature]

Richard Burrell

Director

EXECUTED as a DEED)
by BLOOMSBURY HEAT)
& POWER LIMITED)

[Redacted Signature]

David Kyriacos

Director

[Redacted Signature]

Richard Burrell

Director

EXECUTED as a DEED)
by LEICESTER DISTRICT)
ENERGY COMPANY LIMITED)

..... David Kyriacos

Director

..... Richard Burrell

Director

EXECUTED as a DEED)
by EXCEL DISTRICT ENERGY)
COMPANY LIMITED)

..... David Kyriacos

Director

..... Richard Burrell

Director

EXECUTED as a DEED)
by BRING ENERGY)
SERVICES LIMITED)

..... David Kyriacos

Director

..... Richard Burrell

Director

EXECUTED as a DEED)
by BRING ENERGY)
CONCESSIONS LIMITED)


..... David Kyriacos


Director

..... Richard Burrell



Director

EXECUTED as a DEED
by BRING ENERGY
LIMITED

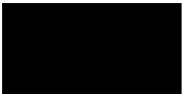

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 David Kyriacos
Director

 Richard Burrell
Director

The Company

EXECUTED as a DEED)
by BRING ENERGY)
GROUP LIMITED)  Roman Wyss
Director
 Minal Patel
Director

The Parent

EXECUTED as a DEED)
by BRING ENERGY)
GROUP HOLDINGS LIMITED)  Roman Wyss
Director
 Minal Patel
Director

The Security Agent

SIGNED by Luigi Sasso

for and on behalf of)
NATIONAL WESTMINSTER)
BANK PLC)



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Authorised Signatory