



Registration of a Charge

Company Name: **BUILDFORCE CONSTRUCTION LIMITED**

Company Number: **13451519**



Received for filing in Electronic Format on the: **04/08/2021**

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Details of Charge

Date of creation: **04/08/2021**

Charge code: **1345 1519 0001**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC (AS SECURITY AGENT)**

Brief description: **NOT APPLICABLE**

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: **LAURA ELLIOTT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13451519

Charge code: 1345 1519 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th August 2021 and created by BUILDFORCE CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2021 .

Given at Companies House, Cardiff on 5th August 2021

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**

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, the enclosed copy of the security instrument delivered as part of this application for registration in accordance with section 859A of the Companies Act 2006, is a correct copy of the original security instrument.

Signature: Laura Elliott
Name: Laura Elliott
Title: Solicitor
Date: 4 August 2021

Execution Version

SECURITY ACCESSION DEED

THIS SECURITY ACCESSION DEED is made on 4 August 2021

BETWEEN:

- (1) **G.Network Communications Limited**, a private limited company incorporated in England and Wales with registered number 10057745 (the “**Original Chargor**”);
- (2) **Buildforce Construction Limited**, a company incorporated in England and Wales with registered number 13451519 (the “**New Chargor**”); and
- (3) **National Westminster Bank plc** as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This Deed is supplemental to a debenture dated 11 December 2020 between, amongst others, the Original Chargor and the Security Agent (the “**Debenture**”), save for any amendments set out herein.

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

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

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Debenture will be deemed to be set out in full in this Deed, but as if references in those clauses to the “**Debenture**” and other similar expressions were references to this Deed.

2. ACCESSION OF NEW CHARGOR

2.1 Accession

The 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 Chargor as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will on demand pay the Secured Obligations when they fall due for payment in accordance with their respective terms.

2.3 Specific Security

The New Chargor, as continuing security for the payment of the Secured Obligations, charges in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest, by way of first fixed charge:

- (a) all the Shares and all corresponding Related Rights;
- (b) all monies from time to time standing to the credit of the Accounts (including any interest and other sums accruing thereon);

- (c) if not effectively assigned by Clause 2.4 (*Security Assignment*), all its rights and interests in (and proceeds and claims under) the Insurance Policies, the Hedging Agreements and the Assigned Agreements; and
- (d) its rights, title and interest from time to time in and to its 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 includes, in respect of each of the above charged assets, (as appropriate), the benefit of all licences, consents and agreements held by the New Chargor in connection with the use of the asset, any monies or income paid or payable in respect of the asset, any proceeds of the sale of the asset and any other property, rights or claims relating to, accruing to or deriving from the asset.

2.4 Security Assignment

- (a) As further security for the payment of the Secured Obligations, the New Chargor assigns absolutely with full title guarantee to the Security Agent all its rights, title and interest in:
 - (i) the Insurance Policies (and any proceeds and claims arising thereunder);
 - (ii) the Hedging Agreements; and
 - (iii) the Assigned Agreements,subject in each case to reassignment by the Security Agent to the New Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations.
- (b) Notwithstanding anything to the contrary in this Deed, the Security created under this Deed over any Hedging Agreement shall be subject to and after applying the payment netting and close-out netting provisions in accordance with the terms of those Hedging Agreements.

2.5 Floating charge

- (a) As further security for the payment of the Secured Obligations, the New Chargor charges with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets, undertakings and rights.
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Deed.

3. IMPLIED COVENANTS FOR TITLE

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 2 (*Accession of New Chargor*).
- (b) It shall be implied in respect of Clause 2 (*Accession of New Chargor*) that the New Chargor is disposing of the Charged Property free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

4. NEGATIVE PLEDGE

The New Chargor may not:

- (a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property under this Deed;

- (c) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property under this Deed (other than in respect of assets charged under Clause 2.5 (*Floating Charge*) on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so,

except in each case as permitted by the Facilities Agreement or with the prior consent of the Security Agent.

5. CONSTRUCTION OF DEBENTURE

- (a) The Debenture shall remain in full force and effect as supplemented by this Deed.
- (b) The Debenture and this Deed shall be read together as one instrument on the basis that references in the Debenture to "this Debenture" and other similar expressions will be deemed to be references to the Debenture as supplemented by this Deed.

6. DESIGNATION AS A FINANCE DOCUMENT

This Deed is designated as a Finance Document.

7. FAILURE TO EXECUTE

Failure by one or more parties ("**Non-Signatories**") to execute this Deed on the date hereof will not invalidate the provisions of this Deed as between the other Parties who do execute this Deed. Such Non-Signatories may execute this Deed on a subsequent date and will thereupon become bound by its provisions.

8. NOTICES

The New Chargor confirms that its address details for notices in relation to Clause 24 (*Notices*) of the Debenture are as follows:

Address: Third Floor, 5 Swallow Place, London, England W1B 2AF

Telephone: 02039094555

Email: Rupert.Mussen@g.network

Attention: Rupert Mussen

Copy to:

Email: sv@g.network

Attention: Sasho Veslinkski

9. GOVERNING LAW

GOVERNING LAW AND JURISDICTION

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

The parties to this Deed agree that the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed, whether contractual or non-contractual (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**"). 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 will argue to the contrary.

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

SCHEDULES TO DEED OF ACCESSION

SCHEDULE 1

SHARES

None at the date of this Deed.

SCHEDULE 2

BANK ACCOUNTS

None at the date of this Deed.

SCHEDULE 3

MATERIAL CONTRACTS

None at the date of this Deed.

SCHEDULE 4
INTRA-GROUP LOAN AGREEMENTS

None at the date of this Deed.

SCHEDULE 5

HEDGING AGREEMENTS

None at the date of this Deed.

SCHEDULE 6

INSURANCE POLICIES

None at the date of this Deed.

SIGNATORIES TO DEED OF ACCESSION

THE NEW CHARGOR

EXECUTED as a DEED by
BUILDFORCE CONSTRUCTION LIMITED acting by:

By: _____ **REDACTED**

Name: Sean Williams

Title: Director

By: _____ **REDACTED**

Name: Sasho Veselinski

Title: Director

THE ORIGINAL CHARGOR

EXECUTED as a DEED by
G.NETWORK COMMUNICATIONS LIMITED acting by:

By: _____ REDACTED

Name: Sean williams

Title: Director

By: _____ REDACTED

Name: Sasho Veselinski

Title: Director

THE SECURITY AGENT

EXECUTED as a DEED by
NATIONAL WESTMINSTER BANK PLC acting by:

REDACTED

By:

Name: Jamie Miller, Agency Relationship Manager

Title: Director