



Registration of a Charge

Company Name: **2G DEVELOPMENTS LTD**

Company Number: **13599995**



Received for filing in Electronic Format on the: **07/02/2024**

XCWCMGIY

Details of Charge

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

Charge code: **1359 9995 0008**

Persons entitled: **HAMPSHIRE TRUST BANK PLC**

Brief description: **ALL FREEHOLD AND LEASEHOLD PROPERTY TOGETHER WITH ALL BUILDINGS AND FIXTURES THEREON VESTED IN THE COMPANY**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PARIS SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13599995

Charge code: 1359 9995 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2024 and created by 2G DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th February 2024 .

Given at Companies House, Cardiff on 12th 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**

DEBENTURE

This deed (this "**Deed**") is dated 2.2.2024 and is granted by:

- (1) **2G DEVELOPMENTS LTD** (company number 13599995) whose registered address is at 27 Golate Court Golate Street Cardiff Cardiff CF10 1EU ("**Chargor**"); in favour of
- (2) **HAMPSHIRE TRUST BANK PLC** (company number 01311315) whose registered address is at 55 Bishopsgate London EC2N 3AS ("**Lender**").

1 DEFINITIONS AND INTERPRETATION

1.1 Unless otherwise indicated, in this Deed:

"**Borrower**" means 2G Developments Ltd

"**Business Day**" means a day which is not a Saturday, Sunday, public holiday or bank holiday in England and Wales;

"**Land**" means any interest in heritable, freehold or leasehold land;

"**Property**" means the property charged under clause 3 (and a reference to Property includes any part of it);

"**Secured Liabilities**" means all present and future obligations and liabilities, whether actual or contingent and whether incurred alone, jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Borrower to the Lender from time to time under any leasing agreement, hire purchase agreement, loan agreement or other facility, offer letter, guarantee or account; and

"**Subsidiary**" means an entity controlled, directly or indirectly, by the Chargor or by a Subsidiary of the Chargor. "Control" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others.

1.2 In this Deed:

- (a) clause headings are for convenience only and shall not affect the interpretation of this Deed;
- (b) unless otherwise indicated, a reference to a numbered clause is to that clause in this Deed; and
- (c) references to a party include its successors and permitted assigns.

2 COVENANT TO PAY

2.1 The Chargor irrevocably and unconditionally covenants to pay on demand the Secured Liabilities. The **Secured Liabilities** include (without limitation):

(debenture all monies)

- (a) Interest at the rate charged by the Lender, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender.
- (b) any expenses the Lender or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with:
 - (i) the Property; and
 - (ii) taking, perfecting, protecting, enforcing or exercising any power under this Deed.

2.2 If the Chargor is not the Borrower, the Chargor agrees with the Lender that if any purported obligation undertaken by it under clause 2.1 is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it to the Lender on the date when it would have been due. The amount payable by the Chargor under this indemnity will not exceed the amount it would have had to pay under this clause 2 if the amount claimed had been recoverable on the basis of a guarantee.

3 CHARGES

3.1 The Chargor, as a continuing security for the payment on demand of the Secured Liabilities and with full title guarantee, grants to the Lender:

- (a) a fixed charge over the following property of the Chargor, owned now or in the future:
 - (i) all Land vested in or charged to the Chargor, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land.
 - (ii) all plant and machinery, including any associated warranties and maintenance contracts.
 - (iii) all the goodwill of the Chargor's business.
 - (iv) any uncalled capital.
 - (v) all stock, shares and other securities held by the Chargor at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities.
 - (vi) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights.
 - (vii) the benefit of any hedging arrangements, futures transactions or treasury instruments.

- (b) a floating charge over all the other property, assets and rights of the Chargor owned now or in the future which are not subject to an effective fixed charge under this Deed or under any other security held by the Lender.

3.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.1(b).

4 WAIVER OF DEFENCES

4.1 If the Chargor is not the Borrower, the obligations of the Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this clause 4, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to it or the Lender) including but not limited to:

- (a) any time, waiver or consent granted to, or composition with, the Borrower or other person;
- (b) the release of any other person under the terms of any composition or arrangement with any creditor of any member of the Borrower's group of companies;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Borrower or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Borrower or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document recording the Secured Liabilities or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any document or security; or
- (g) any insolvency or similar proceedings.

4.2 Without prejudice to the generality of clause 4.1, the Chargor expressly confirms that it intends that the obligations contained in clause 2.1 of this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the documents recording the Secured Liabilities and/or any facility or amount made available under any those documents.

5 IMMEDIATE RECOURSE AND DEFERRAL OF CHARGOR'S RIGHTS

If the Chargor is not the Borrower:

- 5.1 The Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of any document to the contrary.
- 5.2 Until all of the Secured Liabilities have been irrevocably paid in full and unless the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:
- (a) to be indemnified by the Borrower;
 - (b) to claim any contribution from any other guarantor of Secured Liabilities;
 - (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender in respect of the Secured Liabilities or of any other guarantee or security taken pursuant to, or in connection with, the Secured Liabilities by the Lender;
 - (d) to bring legal or other proceedings for an order requiring the Borrower to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under this Deed;
 - (e) to exercise any right of set-off against the Borrower; and/or
 - (f) to claim or prove as a creditor of the Borrower in competition with the Lender.
- 5.3 If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all of the Secured Liabilities to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application against the Secured Liabilities in such manner as the Lender sees fit.

6 RESTRICTIONS

- 6.1 The Chargor will not, without the Lender's consent:
- (a) permit or create any mortgage, standard security, charge or lien on the Property;
 - (b) dispose of, whether by sale, lease, licence, sub-licence, transfer or otherwise, the Property charged by clause 3.1(a);
 - (c) dispose, whether by sale, lease, licence, sub-licence, transfer or otherwise, of the Property charged by clause 3.1(b), other than in the ordinary course of business;
 - (d) create any charge or security ranking in priority to the charge created by clause 3.1(b);
 - (e) call on, or accept payment of, any uncalled capital;

- (f) deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Chargor will not realise its book and other debts by means of invoice discounting or factoring arrangements;
- (g) grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting; or
- (h) dispose of, part with or share possession or occupation of any of any of its Land.

7 UNDERTAKINGS

7.1 The Chargor will:

- (a) permit the Lender at any time to inspect the Property;
- (b) keep all Property of an insurable nature comprehensively insured (including if requested by the Lender, terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Chargor's expense;
- (c) hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Chargor will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Liabilities;
- (d) where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property;
- (e) keep the Property in good condition;
- (f) give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "**Notice**") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice;
- (g) (if the Lender so requires) immediately, and at the cost of the Chargor, take all necessary steps to comply with any Notice, and make, or join with the Lender in making, any objections or representations in respect of that Notice that the Lender, acting reasonably, thinks fit;
- (h) not, without the Lender's consent, carry out any development on or make any alterations to any Land which require planning permission or approval under building regulations;
- (i) pay all the money the Chargor receives in respect of book and other debts into an account with the Lender. The Lender may specify the relevant account; and
- (j) provide to the Lender such information about the Property and about its financial, business and other affairs as the Lender may from time to time request.

8 CONVERSION OF FLOATING CHARGE TO FIXED CHARGE

- 8.1 The Lender may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Chargor will not dispose of the affected Property without the Lender's consent.
- 8.2 The floating charge will become a fixed charge if an administrator or liquidator of the Chargor is appointed.

9 INVESTIGATING ACCOUNTANTS

- 9.1 The Lender may require the Chargor to appoint a firm of accountants to review its financial affairs, if:
- (a) any of the Secured Liabilities are not paid when due.
 - (b) the Lender considers that the Chargor has breached any other obligation to the Lender.
 - (c) the Lender considers any information provided by the Chargor to be materially inaccurate.
- 9.2 Any review required will take place within 7 days of the Lender's request (or longer if the Lender agrees). The firm, and the terms of reference, must be approved by the Lender. The Chargor (and not the Lender) will be responsible for the firm's fees and expenses, but the Lender may make payment and the Chargor will repay the Lender on demand.

10 POSSESSION, ENFORCEMENT AND EXERCISE OF POWERS

- 10.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Chargor will continue in possession until the Lender takes possession.
- 10.2 The Lender may take possession and enforce this Deed without further delay if:
- (a) the Lender demands payment of any of the Secured Liabilities.
 - (b) the Chargor asks the Lender, or the Lender receives notice of intention, to appoint an administrator or an administration application is made.
 - (c) a meeting is called or a petition is presented for liquidation of the Chargor.
 - (d) any security is enforced in respect of any assets of the Chargor.
 - (e) any document is filed at court initiating or applying for a moratorium or an order is made for a moratorium to come into force in relation to the Chargor.
- 10.3 Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.

- 10.4 The Lender will not be liable to account to the Chargor for any money not actually received by the Lender.

11 APPOINTMENT OF RECEIVER OF ADMINISTRATOR

The Lender may appoint or remove a receiver or receivers of the Property, or appoint an administrator of the Chargor. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Chargor's agent and the Chargor (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

12 POWERS OF THE LENDER AND RECEIVERS

- 12.1 The Lender or any receiver may:

- (a) carry on the Chargor's business.
- (b) enter, take possession of, and/or generally manage the Property.
- (c) complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Land.
- (d) purchase any Land or other property and purchase, grant or release any interest in or right over Land or the benefit of any covenants affecting that Land. References to Land or Property include land or property that is purchased by the Lender or a receiver under this power.
- (e) sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Land.
- (f) complete any transactions by executing any deeds or documents in the name of the Chargor.
- (g) take, continue or defend any proceedings and enter into any arrangement or compromise.
- (h) insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
- (i) call up any uncalled capital with all the powers conferred by the Chargor's articles of association.
- (j) employ advisers, consultants, managers, agents, workmen and others.
- (k) purchase or acquire materials, tools, equipment, furnishing, goods or supplies.
- (l) do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.

- 12.2 A receiver may borrow and secure the repayment of any money, in priority to the Secured Liabilities.
- 12.3 Joint receivers may exercise their powers jointly or separately.
- 12.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 12.5 The Lender may exercise any of its powers even if a receiver has been appointed.
- 12.6 The Lender may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property. Otherwise the Lender will only exercise those rights as instructed by the Chargor.
- 12.7 The Lender may set off any amount due from the Chargor against any amount owed by the Lender to the Chargor. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.
- 12.8 Any credit balance with the Lender will not be repayable, or capable of being disposed of, charged or dealt with by the Chargor, until the Secured Liabilities, both before and after demand, have been paid in full. The Lender allowing the Chargor to make withdrawals will not waive this restriction in respect of future withdrawals.

13 APPOINTMENT OF A MONITOR

The Chargor will not enter into a moratorium or appoint a monitor without first giving the Lender 5 Business Days' notice of its intention to do so.

14 CONTINUING SECURITY

The security contained in this Deed is a continuing security that will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

15 REINSTATEMENT

If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

16 APPROPRIATIONS

- 16.1 Until all of the Secured Liabilities have been irrevocably paid in full, the Lender may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Lender in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from the any person on account of the Chargor's liability under this Deed;
- (c) if the Lender receives notice of any charge or other interest affecting the Property, suspend the operation of the Borrower's and/or the Chargor's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender for the Borrower and/or the Chargor after the date of that notice will be applied first to repay the Secured Liabilities arising after that date.

17 TERMINATION

- 17.1 If the Chargor is not the Borrower then, subject to clause 17.2, the Chargor may terminate the obligations it provides under clauses 2.1 of this Deed at any time by notice to the Lender with effect from the date ("**Termination Date**") specified in that notice to be not less than three calendar months after the notice is actually received by the Lender.
- 17.2 Notwithstanding any notice of termination given under clause 17.1, the liability of the Chargor under this Deed shall continue in full force and effect in relation to all Secured Liabilities which:
- (a) have been incurred and/or become due on or before the Termination Date; or
 - (b) may become due, owing or incurred by the Borrower to the Lender pursuant to any transaction, dealing commitment or other engagement entered into or effected either:
 - (i) prior to the Termination Date; or
 - (ii) on or after the Termination Date pursuant to any commitment, expressed or implied, assumed or undertaken by the Lender to the Borrower prior to the Termination Date.
- 17.3 If the obligations within clause 2.1 of this Deed ceases for any reason whatsoever to be continuing, the Lender may open a new account or new accounts in the name of the Borrower and/or the Chargor (and if the Lender does not open a new account or new accounts in accordance with this clause 17.3, it shall nevertheless be treated as if it had done so at the time when the obligations under clause 2.1 of this Deed ceased to be continuing, whether by termination, calling in or otherwise, in relation to the Chargor).

18 PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 18.1 This Deed is in addition to any other security or guarantee for the Secured Liabilities held by the Lender now or in the future. The Lender may consolidate this Deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.

- 18.2 On request, the Chargor will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this Deed.
- 18.3 If the Chargor does not comply with any request made by the Lender under clause 18.2, the Chargor authorises the Lender, and separately any receiver appointed by it, to do any such things and execute any such deeds and documents as the Lender (or the receiver) deems necessary or desirable to perfect or enhance the Lender's security under this Deed

19 POWER OF ATTORNEY

To give effect to this Deed and secure the exercise of any of their powers, the Chargor irrevocably appoints the Lender, and separately any receiver, by way of security to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings.

20 PAYMENTS

- 20.1 The Chargor shall pay any amount payable under this Deed in full on the relevant due date without any deduction, set-off or counterclaim or withholding.
- 20.2 In the event that the Chargor is required by law to make any deduction or withholding from any amount payable under this Deed, the Chargor shall pay the Lender such additional amount as is required to ensure that the Lender receives and can retain the same amount as the Lender would have received had the deduction or withholding not been required.
- 20.3 If the Chargor fails to pay any amount payable under this Deed on the relevant due date or in the case of a sum payable on demand, the date for payment specified in such demand, then the Lender shall be entitled to charge a late payment charge in the amount of [5]% per annum above the Bank of England's base rate from time to time on the unpaid amount from the due date (or date specified in the demand) until it is paid in cleared funds (whether before or after judgment).

21 NOTICES

- 21.1 Any notice or other communication to be given under this Deed shall be in writing in English and shall be delivered by hand or sent by prepaid first class post at the receiving party's registered office (or such other address in England as the receiving party has specified to the sending party on at least 10 business days' notice).
- 21.2 Any notice or other communication given or made under this Deed shall, in the absence of earlier receipt, be deemed to have been received as follows:
- (a) if delivered by hand, at the time of actual delivery; or
 - (b) if posted, on the second business day following the day on which it was despatched by an international tracked and signed postal service

provided that a notice deemed to have been received on a day which is not a business day, or after normal business hours in the place of receipt, shall instead be deemed to have been received on the next business day at the commencement of normal business hours in the place of receipt.

22 GENERAL

- 22.1 No failure by the Lender to exercise any right or remedy provided under this Deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that right or any other right or remedy.
- 22.2 If any provision in this Deed shall be held to be invalid, illegal or unenforceable, it shall be deemed severable from, and shall not affect, the remaining provisions of this Deed.
- 22.3 The Lender may set off any liability of the Chargor to the Lender under this Deed against any liability of the Lender to the Chargor. Any exercise of the Lender of its rights under this clause 22.3 shall be at the Lender's discretion and shall not limit or affect any other rights or remedies available to the Lender under this Deed or otherwise.
- 22.4 The Lender may enforce the terms of this Deed against the Chargor notwithstanding that the Lender is not a party to this Deed. Subject to the foregoing, no person that is not a party to this Deed may enforce any of its terms.
- 22.5 The Lender may assign the benefit of this Deed in whole or part to any person without the Chargor's consent. The Chargor shall not assign, transfer or otherwise deal with its rights and/or obligations under this Deed (in whole or part).
- 22.6 No amendment to this Deed shall be effective unless it is in writing and signed by or on behalf of each of the Chargor and the Lender.
- 22.7 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law. The English courts shall have exclusive jurisdiction to determinate any dispute arising out of or in connection with this Deed (including non-contractual disputes) provided this shall not prevent the Lender issuing proceedings in any jurisdiction(s) it deems appropriate.

This Deed has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

(debenture all monies)

Execution page

BORROWER

<p>Executed by 2G DEVELOPMENTS LTD acting by , a director and , a director OR</p> <p>its secretary</p>	<p>.....</p> <p>SIGNATURE OF FIRST DIRECTOR</p> <p>Director</p> <p>.....</p> <p>SIGNATURE OF SECOND DIRECTOR OR SECRETARY</p> <p>Director OR Secretary</p>
<p>Executed by 2G DEVELOPMENTS LTD acting by <u>Gethin John Williams</u>, a director, in the presence of: Hughes</p> <p>..... <u>HWD Davies</u></p> <p>SIGNATURE OF WITNESS</p> <p>NAME OF WITNESS HEDYDD DAVIES</p> <p>ADDRESS OF WITNESS 22 St Andrews Crescent Cardiff</p> <p>OCCUPATION OF WITNESS Solicitor</p>	<p>..... <u>J. Hughes</u></p> <p>SIGNATURE OF DIRECTOR</p> <p>Director</p>

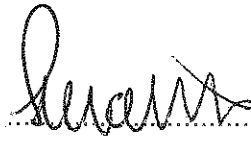
(debenture all monies)

LENDER

Signed by HAMPSHIRE TRUST BANK PLC acting by
its authorised signatory:

Stuart Allen
Partner
Paris Smith LLP
9 Parchment Street
Winchester
Hampshire SO23 8AT

(Print name)



Signature of Authorised Signatory

