



Registration of a Charge

Company name: **APEX BRIDGING LOANS LIMITED**

Company number: **08725076**



X91O7KLN

Received for Electronic Filing: **26/03/2020**

Details of Charge

Date of creation: **25/03/2020**

Charge code: **0872 5076 0002**

Persons entitled: **CIP NOMINEES LIMITED**

Brief description: **FOR FURTHER INFORMATION PLEASE REFER TO THE INSTRUMENT.**

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: **AMELIA GREEN - WOMBLE BOND DICKINSON (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8725076

Charge code: 0872 5076 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2020 and created by APEX BRIDGING LOANS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th March 2020 .

Given at Companies House, Cardiff on 27th March 2020

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

25 March 2020

Supplementary Security Deed
relating to
Loan Notes issued by Apex Bridging Loans Limited

Apex Bridging Loans Limited ⁽¹⁾ and
CIP Nominees Limited ⁽²⁾

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DATE 25 March 2020

PARTIES

- (1) Apex Bridging Loans Limited (No. 08725076) whose registered office is at 7 Faraday Court, Centrum One Hundred, Burton-On-Trent, Staffordshire, DE14 2WX (**Chargor**).
- (2) CIP Nominees Limited (No. 11535666) whose registered office is at 4th Floor 50 Mark Lane, London, United Kingdom, EC3R 7QR (**Lender**).

1. DEFINITIONS AND INTERPRETATION

The following definitions in Clause 1 apply:

Charged Loans	all the loans listed in Schedule 1 of this Deed.
Debenture	a debenture relating to Loan Notes issued by the Chargor entered into on or about the date of this Deed between the Chargor and the Lender.
Finance Documents	(a) the Loan Note Instrument; (b) the Debenture; and (c) this Deed.
Loan Sale Agreement	the loan sale agreement dated 30 January 2020 between (1) HBB Bridging Loans Limited and (2) the Chargor.

2. SUPPLEMENTAL TO THE DEBENTURE

- 2.1 This Deed is supplemental to the Debenture.
- 2.2 The provisions of the Debenture are incorporated into this Deed and this Deed shall be construed as though they are included here in full and on the basis that:
 - 2.2.1 references in those provisions to "this Deed" are references to this Deed; and
 - 2.2.2 in the event that there is any inconsistency between definitions in or the provisions of the Debenture and the definitions in or the provisions of this Deed, the definitions in and provisions of this Deed shall prevail.

3. COVENANT TO PAY

3.1 Covenant

The Chargor hereby, as primary obligor and not merely as surety, covenants with the Lender that it will pay, discharge and perform the Secured Obligations on demand and in the manner provided in the Finance Documents.

3.2 Default Interest

Any amount which is not paid under this Deed on the due date shall bear interest (as well after as before judgment) payable on demand on a daily basis from the due date until the date of actual unconditional and irrevocable payment and discharge of such amount in full:

- 3.2.1 at the rate and in the manner agreed in the Finance Document under which such amount is payable; or

3.2.2 in the absence of such agreement, at the Default Rate from time to time.

4. CHARGING CLAUSE

4.1 First fixed charge

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges by way of first fixed charge in favour of the Lender:

4.1.1 the Charged Loans; and

4.1.2 the Loan Sale Agreement.

4.2 Assignment by way of security

As further continuing security for the payment of the Secured Obligations the Chargor assigns (to the fullest extent capable of assignment) to the Lender all its rights, title and interest in:

4.2.1 the Charged Loans; and

4.2.2 the Loan Sale Agreement.

4.3 Notice of assignment or charge

4.3.1 The Chargor shall forthwith upon receiving a request to that effect from the Lender give notice of each such assignment of its right, title and interest (if any) in and to the Charged Loans and/or the Loan Sale Agreement by sending a notice in the form of Schedule 2 (with such amendments as the Lender may agree) and the Chargor shall use its best endeavours to procure that within 14 days of the date of its receiving such request each such other party delivers an acknowledgement to the Lender in the form of the acknowledgement of notice contained in the notice set out in Schedule 2.

4.3.2 Nothing in this Clause 4.3 shall prevent the Lender from giving any notice it considers necessary or desirable in relation to the Security created over any Secured Asset.

4.4 Exercise of rights under Charged Loans

4.4.1 Whilst no Event of Default exists and is continuing the Lender shall permit the Chargor to exercise its rights under any of the Charged Loans to which it is party and the Loan Sale Agreement, provided that the exercise of those rights in the manner proposed would not result in an Event of Default.

4.4.2 Where an Event of Default exists and is continuing the Chargor shall exercise its rights under any of the Charged Loans in accordance with the instructions of the Lender.

4.5 Continuing security

All the security granted or created by this Deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations.

4.6 Full title guarantee and implied covenants

All the security created or given under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

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

SCHEDULE 1

Charged Loans

SCHEDULE 2

Notice of Assignment and Acknowledgement

To: [name and address of counterparty]

Dated: [date]

Dear Sirs,

[here identify relevant Charged Loan] [**Charged Loan**] made between (1) [Chargor] (**Chargor** and (2) [here insert name of counterparty]

We [Chargor] hereby notify you that by a debenture dated [date] and supplementary security agreement dated [date] (**Security**) made by the Chargor in favour of [Lender] (**Lender**), the Chargor has assigned to the Lender as first priority chargee and assignee all of the Chargor's rights, title and interest in the Charged Loan as security for certain obligations now or hereafter owed by the Chargor to the Lender.

We further notify and irrevocably and unconditionally instruct and authorise you that:

1. the Chargor may not agree to amend, modify or terminate the Charged Loan without the prior written consent of the Lender;
2. subject to paragraph 1 above, you may continue to deal with the Chargor in relation to the Charged Loan until you receive written notice to the contrary from the Lender. Thereafter the Chargor will cease to have any right to deal with you in relation to the Charged Loan and therefore from that time you should deal only with the Lender;
3. you are authorised to disclose information in relation to the Charged Loan to the Lender on request without any enquiry by you as to the justification for such disclosure or reference to or further authority from the Chargor;
4. you must pay or release all monies to which the Chargor is entitled under the Charged Loan direct to the Lender (and not to the Chargor) unless the Lender otherwise agrees in writing;
5. you must supply copies of all notices and other information under the Charged Loan to the Lender; and
6. the provisions of this notice may only be revoked with the written consent of the Lender.

Please sign and return the enclosed copy of this notice to the Lender (with a copy to the Chargor) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (b) you have not received notice that the Chargor has assigned its rights under the Charged Loan to a third party or created any other interest (whether by way or security or otherwise) in the Charged Loan in favour of a third party.

The provisions of this notice are governed by English law.

Yours faithfully, for and on behalf of [Chargor]

[to be endorsed on copy notice]

To: [name and address of Lender]

Copy to: [name and addresses of Chargor]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in paragraphs A and B above.

Signed.

for and on behalf of [name of counterparty]

Dated: [date]

Executed as a deed by Apex Bridging Loans
Limited acting by
director, in the presence of:

, a


Director

Signature (Witness) P. Elliot

Print Name P. ELLIOT

Address 30 BOLTON CLOSE

DURHAM, DH1 5PH

Occupation PLAY THERAPIST

Executed as a deed by CIP Nominees Limited
acting by
director, in the presence of:

, a

Director

Signature (Witness)

Print Name

Address

.....

Occupation

Executed as a deed by Apex Bridging Loans
Limited acting by
director, in the presence of:

, a

Director

Signature (Witness)

Print Name

Address

.....

Occupation

Executed as a deed by CIP Nominees Limited
acting by John Gurney RWE, a director,
in the presence of:

Director

Signature (Witness) 

Print Name BETH WILLIAMSON

Address 4TH FLOOR SOMARK LN

..... LONDON EC3R 7QR

Occupation CUSTODIAL MANAGER