



Registration of a Charge

Company Name: **APG REGIONAL DEVELOPMENT LIMITED**

Company Number: **14475048**



Received for filing in Electronic Format on the: **05/12/2023**

XCHQ8DEG

Details of Charge

Date of creation: **30/11/2023**

Charge code: **1447 5048 0001**

Persons entitled: **FIRST OAK GROUP LIMITED**

Brief description: **NONE**

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: **ROMY ELIZABETH SUMMERSKILL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14475048

Charge code: 1447 5048 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th November 2023 and created by APG REGIONAL DEVELOPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2023 .

Given at Companies House, Cardiff on 7th December 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**

THIS DEBENTURE is made on the 30th day of NOVEMBER 2023

BETWEEN:

(1) **FIRST OAK GROUP LIMITED** (Company Registration Number 10822429) whose registered office is situated at 1 Frederick Place, London N8 8AF (the "**Lender**")

and

(2) **APG REGIONAL DEVELOPMENT LIMITED** (Company Registration Number 14475048) whose registered office is situated at 29 York Street, London W1H 1EZ (the "**Company**")

1. Liabilities secured by debenture

This debenture shall be a continuing security to the Lender for the payment or discharge on demand of the following (whether any such liability shall be the sole liability of the Company or shall be a joint liability with any other person, firm or company):

- 1.1 All present or future indebtedness of the Company to the Lender, or any subsidiary of the Company to the Lender, on any current, advance, loan, joint venture, profit share or other account whatsoever;
- 1.2 All liabilities in respect of notes or bills discounted or paid or bills accepted for or at the request of the Company or other loans credits or advances made to or for the accommodation or at the request of the Company;
- 1.3 All other obligations and liabilities whatsoever of the Company to the Lender, present or future, actual or contingent and whether owed jointly or severally, as principal or surety or guarantor or in any other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, together with all

interest (including, without limitation, default interest) accruing in respect of those monies obligations or liabilities;

1.4 All liabilities and financial obligations whatsoever falling to the Lender in relation to any loan given to the Company and the business for which the loan has been granted;

1.5 All costs, charges and expenses owed to or incurred directly or indirectly by the Lender in relation to this security or any other security held by the Lender in connection with advances offered to the Company or in relation to the enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis;

together in each of the cases mentioned in clauses 1.1, 1.2, 1.3, 1.4 and 1.5, above with all interest at a rate agreed from time to time between the parties and so that interest shall be payable at the same rate before as well as after any judgment.

2. Property and assets charged by debenture

The Company with full title guarantee and to the intent that the security created by this debenture shall rank as a continuing security for all the liabilities described in Clause 1 above (the “**Secured Liabilities**”):

2.1 Charges by way of fixed equitable charge all estates or interests in any freehold or leasehold property now or at any time during the continuance of this security belonging to the Company;

2.2 Charges by way of fixed charge all stocks, shares or other securities, bonds and investments now or at any time during the continuance of this security belonging to the Company in any of its subsidiary companies;

2.3 Charges by way of fixed legal charge its present and future goodwill;

- 2.4 Charges by way of fixed charge all book and other debts and monetary claims now or at any time during the continuance of this security due or owing to the Company together with the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them;
- 2.5 Charges by way of fixed charge all of the Company's rights it may have in respect of each contract and policy of insurance effected or maintained by the Company from time to time in respect of its assets or business, including all claims, the proceeds of all claims and all returns of premium in connection with each insurance policy;
- 2.6 Charges by way of fixed charge all of the Company's rights in respect of any agreements to which the Company is a part and the benefit of any guarantee or security it holds for performance of those agreements;
- 2.7 Charges by way of floating security its undertaking and all its other property assets and rights whatsoever and wheresoever situate present and future (including its uncalled capital);
- 2.8 The undertaking and all property, assets and rights of the Company charged by or pursuant to any provision of this debenture are referred to below as the **"Charged Property"**. All the charges created or agreed to be created by this debenture are, or in the case of future property shall be, first charges.

3. Assignment

As a continuing security for all the Secured Liabilities the Company with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment at such time as any obligations by the Company to the Lender have been discharged.

- 3.1 all rights it may have in each insurance policy, including all claims, the proceeds of all claims and all returns of premium in connection with each and every insurance policy effected or maintained by the Company from time to time in respect of its assets or business; and
- 3.2 Its interest in any agreements to which the Company is a party and the benefit of any guarantee or security it holds for performance of those agreements.

4. Conversion of floating charge into specific charge

The Lender may at any time by notice in writing to the Company convert the floating charge into a specific charge with reference to any assets specified in such notice and by way of further assurance of such specific charge the Company will promptly execute over such assets a fixed charge in favour of the Lender in such form as the Lender shall require.

5. Covenants by Company

The Company covenants with and undertakes to the Lender as follows:

5.1 To pay

The Company shall on demand, pay to the Lender and discharge the Secured Liabilities when they become due;

5.2 Provide information relating to its affairs

From time to time as required by the Lender to give to the Lender or to any accountant to be nominated by the Lender or any receiver or administrator appointed by the Lender such information relating to the business and affairs of the Company and its

subsidiary companies and as to its or their property assets and liabilities as the Lender may require and to permit such inspection of the books of account and other books and documents of the Company and its subsidiary companies as may be necessary for the purpose of verification of such information and in particular (but without prejudice to the generality of the above) to send to the Lender a copy of its directors' report and audited accounts and those of each of its subsidiaries at the same time as they are issued to the shareholders entitled to them;

5.3 Company's obligations

5.3.1 Restrictions on company

Not without the previous consent in writing of the Lender (such consent not to be unreasonably withheld or delayed) (and then only to the extent that such consent permits and in accordance with any reasonable conditions attached to such consent);

5.3.1.1 to sell, mortgage or otherwise deal with its book or other debts or securities for money otherwise than for the purpose of getting in and realising them in the ordinary course of, and for the purposes of, carrying on its trading business (which expression shall not include the selling, factoring or discounting by the Company of its book debts);

5.3.1.2 to sell the whole or, except in the ordinary course of, and for the purposes of, carrying on its trading business any other part of the Charged Property;

5.3.1.3 save for the security granted under this deed to create, or permit to subsist any mortgage, pledge, lien, charge, assignment, hypothecation or security interest over the Charged Property or any interest therein.

5.3.2 Money received by company

To pay into the Company's account with the Lender (or, if the Company has more than one account with the Lender and the Lender shall specify into which account payment should be made, into such account of the Company) all money which it may receive in respect of the book debts charged by this debenture and, if called upon to do so by notice in writing from the Lender, execute a legal assignment of such book debts and other debts in favour of the Lender;

5.4 Exceptional or unusual expenditure

Not without the previous consent in writing of the Lender (and then only to the extent that such consent permits and in accordance with any conditions attached to such consent) to make or incur any expenditure or liabilities of an exceptional or unusual nature.

5.5 Observe covenants in leases

To pay the rents reserved by and to observe and perform all the covenants on the part of the lessee (if any) contained in the respective leases under which any leasehold properties for the time being comprised in the Charged Property are held.

5.6 Demolition or removal of buildings etc

Not without the previous consent in writing of the Lender (such consent not to be unreasonably withheld or delayed) (and then only to the extent that such consent permits and in accordance with any reasonable conditions attached to such consent) to pull down or remove the whole or any part of the Charged Property consisting of buildings or other erections, fixed plant and machinery or change its use or develop it or develop it further.

5.7 State of repair of buildings etc

To keep all buildings and fixed and moveable plant, machinery, fixtures, fittings, implements, utensils and other effects forming part of the Charged Property (if any) in a good state of repair and in good working order and condition and to permit the Lender (on written notice) and such persons as it shall from time to time in writing for that purpose appoint to enter and view their state and condition.

5.8 Insurance provisions

To insure and keep insured such parts of the Charged Property as are of an insurable nature against loss or damage by fire and other usual risks and such other risks as the Lender may require in the full amount of their reinstatement value (due allowance being made for inflation during the period of insurance and reinstatement) in such name and in such offices or at Lloyds as the Lender shall in writing approve (acting reasonably) on terms requiring the insurers not to cancel the policy without giving at least 14 days prior notice to the Company and to pay all premiums and money necessary for effecting and keeping up such insurances on the first day on which they ought to be paid. and if required to deliver to the Lender such policy or policies and the receipt (or other evidence of payment satisfactory to the Lender) for every premium payable in respect of such policy or policies;

5.9 Application of insurance money

To add all money received on any insurance whatsoever in respect of loss or damage to the Charged Property whether pursuant to the covenant contained in clause 5.8 above or otherwise on trust for the Company to be applied making good the loss or damage in respect of which the money is received or in or towards discharge of the sums for the

time being owing under this debenture as the Company may in its absolute discretion require;

5.10 Perfection of debenture

To execute and do all such assurances and things as the Lender may reasonably require for perfecting the security constituted by this debenture and after the money secured by it shall have become payable for facilitating the realisation of the Charged Property or any part of it and for exercising all powers, authorities and discretions conferred by this debenture upon the Lender or any receiver or administrator appointed by the Lender.

6. Default by company

- 6.1 If default shall at any time be made in keeping the Charged Property or any part of it in such state of repair as specified above or in effecting or keeping up such insurances as specified above or producing any such policy or policies or receipt (or other evidence as specified above) the Lender on demand may put or keep the Charged Property or any part of it in repair (with power to enter upon the Charged Property for that purpose) and/or, as the case may be, may insure and keep the Charged Property or any part of it insured in any sum which the Lender may think expedient and all costs incurred by the Lender under this provision shall be deemed to be properly incurred by the Lender;
- 6.2 If the Company shall have failed to deliver on demand as specified above the policy or policies or current premium receipt (or other evidence as specified above) in respect of any portion of the Charged Property the Lender shall be entitled to assume that the Company has made default in insuring it within the meaning of this clause.

7. Restriction on leasing and accepting surrenders

The Company shall not exercise any of the powers of leasing or of accepting surrenders of leases conferred by section 99 and 100 of the Law of Property Act 1925 (the “Act”) which expression shall include any re-enactment or amendment of the Act) or by common law or vary any lease or tenancy agreement or reduce any sum payable under them but the Lender shall be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases without restriction.

8. Money due on demand

Section 103 of the Act shall not apply and all money secured shall be immediately payable on demand at any time or times and failing payment immediately of any money so demanded this security shall become immediately enforceable and the power of sale conferred upon mortgagees by the Act immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise. All such money shall also become immediately payable without any demand and this security shall become immediately enforceable and such powers exercisable without such restrictions in any of the following events:

- 8.1 If a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding-up of the Company (except in the case of a reconstruction or amalgamation which has the prior written approval of the Lender (not to be unreasonably withheld or delayed) under which the new or amalgamating company assumes liability under this debenture and provides security for it in form and amount approved by the Lender); or
- 8.2 If a receiver or an administrator is appointed of the whole or any part of the Charged

Property or an encumbrance, or takes possession of, or exercises or attempts to exercise any power of sale in relation to, the Charged Property or any part of it; or

- 8.3 If a judgement or order of any court is made against the Company for payment of any such of money exceeding £500 and is not complied with within 28 days or if a writ of execution is issued against or a distress, execution or sequestration is levied or enforced upon or sued out against any of the property of the Company; or
- 8.4 If the Company stops payment or ceases or threatens to cease to carry on its business or substantially the whole of its business; or
- 8.5 If the Company shall fail to observe or commit a material breach of any of the covenants and undertakings contained in clause 4.10 above; or
- 8.6 If the Company shall materially fail to observe or perform or shall commit any substantial breach of any other of the covenants, undertakings and conditions or provisions of this debenture and, if capable of remedy, shall not remedy such breach as soon as reasonably practicable after written notice by the Lender to do so.

9. Appointment of receiver or administrator and powers

At any time after this security shall have become enforceable or at the request of the Company the Lender may by writing under the hand of any officer of the Lender appoint any person to be a receiver or an administrator or a similar officer of all or any part of the Charged Property (whether or not an employee of the Lender) and none of the restrictions imposed by the Act in relation to the appointment of receivers or administrators or similar persons or to the giving of notice or otherwise shall apply. The Lender may at any time and from time to time in like manner remove any receiver or any administrator or any similar officer so appointed and

appoint another in his place or appoint an additional person as receiver or administrator or similar officer and may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver or administrator or similar officer. Any receiver or administrator or similar officer so appointed shall be the agent of the Company for all purposes and the Company shall be solely responsible for his acts or defaults and for his remuneration and any receiver or administrator or similar officer so appointed shall have power, whether immediately or at any later time in addition to any powers conferred upon a receiver by statute or common law;

9.1 To take possession

To take possession of, collect and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of the Company or otherwise;

9.2 To carry on company's business

To manage or carry on or concur in carrying on the business of the Company as he may think fit and for that purpose to raise or borrow money to rank for payment in priority to this security and with or without a charge on the Charged Property or any part of it;

9.3 To sell property etc

To sell (whether by public auction or private contract or otherwise), lease or vary or surrender leases or accept surrenders of leases of, or concur in selling, leasing, varying or surrendering leases or accepting surrenders of leases of, all or any part of the Charged Property on such terms and for such consideration (including a consideration consisting wholly or partly of shares or securities of any other company) as he may think fit;

9.4 To settle disputes etc

To settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the business of the Company or the Charged Property or in any way relating to this security, to bring, take, defend, compromise, submit to arbitration and discontinue actions suits or proceedings whatsoever whether civil or criminal in relation to the above matters, to disclaim, abandon or disregard all or any of the outstanding contracts of the Company and to allow time for payment of any debts either with or without security;

9.5 To give receipts

To give valid receipts for all money and execute all assurances and things which may be proper or desirable for realising the Charged Property;

9.6 To make calls on members

To make calls conditionally or unconditionally on the members of the Company in respect of its uncalled capital with such and the same power for that purpose of enforcing payment of any calls so made as are by the articles of association of the Company conferred upon the directors of the Company in respect of calls authorised to be made by them and in the names of the directors or in that of the Company or otherwise and to the exclusion of the directors' power in that behalf;

9.7 To make arrangements and compromises

To make any arrangement or compromise which he shall think expedient in the interests of the Lender;

9.8 To realise property

To do all such other acts and things as he may consider necessary or desirable in his absolute discretion for the realisation of any of the Charged Property; and

9.9 To use name of Company

Generally to use the name of the Company in the exercise of all or any of the powers confirmed by this debenture.

PROVIDED ALWAYS that any such receiver or administrator or similar officer shall in the exercise of his powers authority and discretions conform to the directions and regulations from time to time given and made by the Lender and shall not be responsible nor shall the Lender be responsible for any loss occasioned as a result. No purchaser, mortgagor, mortgagee or other person or company dealing with a receiver or an administrator or similar officer appointed by the Lender shall be concerned to inquire whether any power exercised or purported to be exercised by him has become exercisable or whether any money is due on the security of this debenture or as to the propriety or regularity of any sale by or other dealing with such receiver or such administrator or similar officer but any such sale or dealing shall be deemed to be within the powers conferred by this debenture and to be valid and effectual accordingly.

10. Severance of plant and machinery

In the exercise of the powers conferred by this debenture the Lender or any receiver or administrator or similar officer appointed by the Lender may sever and sell plant and machinery and other fixtures separately from the property to which they may be annexed.

11. Application of money received

All money received by any receiver or any administrator or similar officer shall be applied by him in the following order:

11.1 In payment of the costs, charges and expenses of and incidental to the appointment of

the receiver or the administrator or a similar officer and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);

11.2 In payment to the receiver or the administrator or a similar officer such remuneration as may be agreed between him and the Lender at or at any time and from time to time after his appointment;

11.3 In or towards satisfaction of the amount owing on this security; and the surplus (if any) shall be paid to the Company or other persons entitled to it.

12. Powers conferred by the Law of Property Act 1925

The powers conferred on mortgagees or receivers by the Act shall apply to any receiver or any administrator or similar officer appointed under this debenture as if such powers were incorporated in this debenture except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between the powers contained in the Act and those contained in this debenture the terms of this debenture shall prevail.

13. Notice of subsequent charge

If the Lender receives notice of any subsequent charge or other interest affecting any part of the Charged Property the Lender may open a new account with the Company. If the Lender does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Company to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to the Lender at the time when it

received notice as specified above;

14. More than one account

In case the Company shall have more than one account with the Lender it shall be lawful for the Lender at any time and without any prior notice in that behalf immediately to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Lender shall notify the Company of the transfer having been made.

15. Appointment of attorney

The Company irrevocably and by way of security appoints the Lender and any person nominated in writing under the hand of any officer of the Lender including every receiver and administrator appointed under this debenture as attorney of the Company for the Company and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this debenture or which may be required or deemed proper for any of the purposes of this debenture.

16. Indemnity for receiver etc

The Lender and every receiver, administrator, attorney, manager, agent or other person appointed by the Lender under this debenture shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions

vesting in them or him under this debenture and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Lender and any such receiver or administrator may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this debenture.

17. Formal demand and notices

Any demand or notice by the Lender under this debenture shall be in writing signed by any officer of the Lender and may be served on the Company by leaving the demand or notice at, or sending it through the post in a prepaid envelope addressed to the Company at, the address last known to the Lender or the registered or principal office of the Company and a demand or notice so served shall be effective (notwithstanding that it may later be returned undelivered) at the time it was so left or, as the case may be, at the expiry of 48 hours after it was posted excluding Saturdays, Sundays and Bank or public holidays.

18. Compliance with memorandum and articles of association

It is certified that neither the execution of this debenture nor the creation of any security under it or pursuant to it does or will contravene any of the provisions of the memorandum or articles of association of the Company.

19. Effect of transfer of Lender's assets

This debenture shall remain in effect and binding on the Company notwithstanding any amalgamation or merger that may be effected by the Lender with any other company and

notwithstanding any reconstruction by the Lender involving the formation of and transfer of the whole or any of the Lender's undertaking and assets to a new company and notwithstanding the sale or transfer of all or any part of the Lender's amalgamates or merge's or the company to which the Lender transfer all or any part of its undertaking and assets either on a reconstruction or sale or transfer as specified above shall or shall not differ from the Lender in its objects, character or constitution it being the intent of the Company that the security granted by this debenture and the provisions contained in it shall remain valid and effectual in all respects in favour of, against and with reference to, and that the benefit of this debenture and all rights conferred upon the Lender by it may be assigned to and enforced by any such company and proceeded on in the same manner to all intents and purposes as if such company had been named in it instead of or in addition to the Lender.

20. Effect of delay or omission by Lender

No delay or omission of the Lender in exercising any right, power or privilege under this debenture shall impair such right, power or privilege or be construed as a waiver of such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege. The rights and remedies of the Lender provided in this debenture are cumulative and not exclusive of any rights or remedies provided by law.

21. Waiver of terms and conditions

The Lender may from time to time and at any time waive or authorise on such terms and conditions (if any) as shall seem expedient to the Lender any breach or proposed breach by the Company of any of the covenants, conditions, provisions or obligations contained in this

debenture without prejudice to the rights of the Lender in respect of any subsequent breach of them.

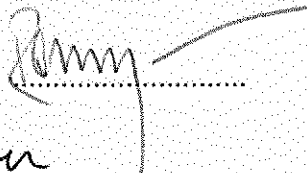
22 Governing law and jurisdiction

This agreement shall be governed by and construed in accordance with English law and it is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement (in this clause referred to as Proceedings) may be brought in such courts. Nothing in this clause shall limit the right of the Lender to take Proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

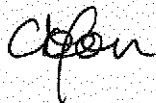
IN WITNESS of which this Debenture has been executed as a Deed by the Company the day and year first before written

EXECUTED as a DEED by
FIRST OAK GROUP LIMITED acting by

A director, in the presence of:



SIGNATURE OF WITNESS



NAME OF WITNESS

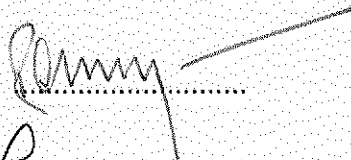
COLLEEN MOON

ADDRESS OF WITNESS 1 FREDERICK PLACE, LONDON, N8 8AF

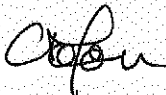
OCCUPATION OF WITNESS EXECUTIVE ASSISTANT

EXECUTED as a DEED by
APG REGIONAL DEVELOPMENT LIMITED acting by

A director, in the presence of:



SIGNATURE OF WITNESS



NAME OF WITNESS

COLLEEN MOON

ADDRESS OF WITNESS 1 FREDERICK PLACE, LONDON, N8 8AF

OCCUPATION OF WITNESS EXECUTIVE ASSISTANT

I certify this to be
a true copy of the original

