



Registration of a Charge

Company name: **UNITED LIVING (SOUTH) LIMITED**

Company number: **00817560**



X88H6GP6

Received for Electronic Filing: **27/06/2019**

Details of Charge

Date of creation: **19/06/2019**

Charge code: **0081 7560 0017**

Persons entitled: **LLOYDS BANK PLC (AS SECURITY AGENT)**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME**

Contains fixed charge(s).

Contains floating charge(s) .

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:

VICTORIA PROCTER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 817560

Charge code: 0081 7560 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th June 2019 and created by UNITED LIVING (SOUTH) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th June 2019 .

Given at Companies House, Cardiff on 28th June 2019

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 Deed is made on

19 June

2019 between:

- (1) **THE COMPANIES** listed in Schedule 1 (the "**New Chargors**");
- (2) **FASTFLOW HOLDINGS LIMITED**, a company incorporated in England and Wales with company number 10523632, for itself and as agent for and on behalf of each of the other Chargors defined as such in the Debenture referred to below, (the "**Parent**"); and
- (3) **LLOYDS BANK PLC**, in its capacity as trustee for the Secured Parties (the "**Security Agent**").

1. INTERPRETATION

- 1.1 In this Deed, the "**Debenture**" means a debenture dated on or about the date of this Deed between, amongst others, the Parent and the Security Agent as amended, novated, supplemented, extended, or restated, from time to time.

- 1.2 Unless a contrary indication appears:

- 1.2.1 terms defined in the Debenture will have the same meaning in this Deed; and

- 1.2.2 the principles of construction in clause 1.2 (*Construction*) of the Debenture apply also to this Deed as if set out in full in this Deed, except that references to the Debenture shall be construed as references to this Deed.

- 1.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

2. ACCESSION

2.1 Agreement to accede

Each of the New Chargors agrees to accede and become a party to the Debenture and to be bound by the terms of the Debenture as a Chargor with effect from the date of this Deed.

2.2 Effect of accession

- 2.2.1 With effect from the date of this Deed, the Debenture will be read and construed for all purposes as if each of the New Chargors had been an original party to it in the capacity of Chargor (but so that the Security created as a result of such accession is created on the date of this Deed).

- 2.2.2 The Debenture will continue in full force and effect and the Debenture and this Deed will be read as one and construed so that references in the Debenture to "this Deed" and similar phrases will be deemed to include this Deed of Accession.

3. SECURITY

3.1 Grant of Security

Without limiting the generality of Clause 2 (*Accession*) above, each of the New Chargors grants Security on terms set out in clause 3 (*Grant of Security*) of the Debenture as if such terms were set out in full in this Deed.

We certify this document as a true copy of the original
Eversheds Sutherland (International) LLP
 Date: 20/06/19
 EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

3.2 Mortgage

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, each of the New Chargers charges by way of first legal mortgage:

3.2.1 all its Real Property listed in the schedule to this Deed; and

3.2.2 all its other Real Property (if any) as at the date of this Deed.

3.3 Fixed charges

Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, each of the New Chargers charges by way of first fixed charge all its Specified Shares listed in the schedule to this Deed.

3.4 Assignment

3.4.1 Without limiting the generality of Clause 3.1 (*Grant of Security*) above or the Debenture, the New Chorgor assigns by way of security to the Security Agent all of its Specified Contracts listed in the schedule to this Deed.

3.4.2 Notwithstanding the terms of Clause 3.4.1, prior to the occurrence of a Declared Default each Chorgor may, subject to the other terms of the Finance Document, continue to exercise all and any of its rights and remedies and retain the entitlement to all claims and proceeds in connection with those assets and agreements assigned under Clause 3.4.1.

3.5 Real Property Restriction

The New Chorgor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of [SECURITY AGENT] as security trustee referred to in the charges register, or its conveyancer."

together with, where applicable, notice of any obligation on the Secured Parties to make further advances under the terms of the Finance Documents. The New Chorgor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

3.6 No avoidance of Security

The Security created as a result of this Deed will not in any way be avoided, discharged, released or otherwise adversely affected by any ineffectiveness or invalidity of the Debenture or of any other party's execution of the Debenture or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any Security contained in the Debenture or in any other Deed of Accession.

4. NOTICE

The administrative details for each of the New Chargers for the purposes of the Debenture are contained in Schedule 1 to this Deed.

5. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Deed.

6. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

7. JURISDICTION

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

7.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

7.3 Clause 6.1 is for the benefit of the Secured Parties only.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1**The New Chargers**

Name of Charger	Company number	Registered office	Jurisdiction of incorporation
United Living Group Limited	09187624	Media House, Azalea Drive, Swanley, Kent, England, BR8 8HU	England and Wales
United Living (South) Group Limited	07151590	Media House, Azalea Drive, Swanley, Kent, England, BR8 8HU	England and Wales
United Living (North) Group Limited	07771440	Media House, Azalea Drive, Swanley, Kent, BR8 8HU	England and Wales
United Living (South) Holdings Limited	02998303	Media House, Azalea Drive, Swanley, Kent, BR8 8HU	England and Wales
ULS Living Limited	04152506	Media House, Azalea Drive, Swanley, Kent, England, BR8 8HU	England and Wales
United Living (South) Limited	00817560	Media House, Azalea Drive, Swanley, Kent, BR8 8HU	England and Wales
United Living (North) Holdings Limited	05495859	Media House, Azalea Drive, Swanley, Kent, BR8 8HU	England and Wales
United Living (North) Limited	00545646	Media House, Azalea Drive, Swanley, Kent, BR8 8HU	England and Wales
United Living (South) Woolwich Limited	10106276	Media House, Azalea Drive, Swanley, Kent, United Kingdom, BR8 8HU	England and Wales

SCHEDULE 2**Details of Charged Property****Part I
Real Property****Registered Land**

Name of Chargor	Address/description of the Real Property	Title Number
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*Intentionally left blank***Part II
Specified Shares**

Name of Chargor	Name of company whose shares are held	Company number of company whose shares are held	Number and class of shares
United Living Group Limited	United Living (South) Group Limited	07151590	1 Ordinary Share of £1
United Living Group Limited	United Living (North) Group Limited	07771440	2,177,904 Ordinary Shares of £0.01 each
United Living (South) Group Limited	United Living (South) Holdings Limited	02998303	1000 Ordinary Shares of £1 each
United Living (South) Holdings Limited	ULS Living Limited	04152506	1000 Ordinary Shares of £1 each
ULS Living Limited	United Living (South) Limited	00817560	100 Ordinary Shares of £1 each
United Living (North) Group Limited	United Living (North) Holdings Limited	05495859	625,000 Ordinary Shares of £1 each
United Living (North) Holdings Limited	United Living (North) Limited	00545646	1,755,005 Ordinary Shares of £0.01 each
United Living (North) Limited	United Living (South) Woolwich Limited	10106276	1 Ordinary Share of £1
United Living (North) Limited	Whittaker Ellis Limited	00962635	1 Ordinary Share of £1
United Living (North) Holdings Limited	United City Living Limited	11460147	1 Ordinary Share of £1

**Part III
Bank accounts**

Name of Changer	Name or designation of bank account	Account number	Name of institution and branch at which account held
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Part IV Insurances

Name of Changer	Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
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Deliberately left blank

**Part V
Specified Contracts**

Name of Changer	Brief description of agreement	Date of agreement	Parties to agreement (including address for notice of delivery)
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Deliberately left blank

**Part VI
Specified IPR**

Name of Changer	Brief description of right	Registration number (if any)	Date of renewal (if any)
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EXECUTION OF ACCESSION DEED

The New Chargers

Executed as a deed by
UNITED LIVING GROUP LIMITED
 by a director in the presence of:

Witness signature: [REDACTED]

Witness Name: **JEN HANSON**

Witness Address:

Witness Occupation: **SOLICITOR**

Executed as a deed by
**UNITED LIVING (NORTH) GROUP
 LIMITED**
 by a director in the presence of:

Witness signature: [REDACTED]

Witness Name: **JEN HANSON**

Witness Address:

Witness Occupation: **SOLICITOR**

Executed as a deed by
**UNITED LIVING (NORTH) HOLDINGS
 LIMITED**
 by a director in the presence of:

Witness signature: [REDACTED]

Witness Name: **JEN HANSON**

Witness Address:

Witness Occupation: **SOLICITOR**

ADDLESHAW GODDARD LLP
3 SOVEREIGN SQUARE
SOVEREIGN STREET
LEEDS
LS1 4ER

Dir [REDACTED]

ADDLESHAW GODDARD LLP
3 SOVEREIGN SQUARE
SOVEREIGN STREET
LEEDS
LS1 4ER

ADDLESHAW GODDARD LLP
3 SOVEREIGN SQUARE
SOVEREIGN STREET
LEEDS
LS1 4ER

Executed as a deed by
**UNITED LIVING (NORTH)
LIMITED**
by a director in the presence of:

Witness signature: [REDACTED]

Witness Name: **JEN HANSEN**

Witness Address:

Witness Occupation: **SOLICITOR**

Executed as a deed by
**UNITED LIVING (SOUTH) WOOLWICH
LIMITED**
by a director in the presence of:

Witness signature: [REDACTED]

Witness Name: **JEN HANSEN**

Witness Address:

Witness Occupation: **SOLICITOR**

Executed as a deed by
**UNITED LIVING (SOUTH) GROUP
LIMITED**
by a director in the presence of:

Witness signature: [REDACTED]

Witness Name: **JEN HANSEN**

Witness Address:

Witness Occupation: **SOLICITOR**

**ADDLESHAW GODDARD LLP
3 SOVEREIGN SQUARE
SOVEREIGN STREET
LEEDS
LS1 4ER**

**ADDLESHAW GODDARD LLP
3 SOVEREIGN SQUARE
SOVEREIGN STREET
LEEDS
LS1 4ER**

**ADDLESHAW GODDARD LLP
3 SOVEREIGN SQUARE
SOVEREIGN STREET
LEEDS
LS1 4ER**

Executed as a deed by
**UNITED LIVING (SOUTH) HOLDINGS
LIMITED**
by a director in the presence of:

Witness signature:

Witness Name: JEN HANSON

Witness Address:

Witness Occupation: SOLICITOR

ADDLESHAW GODDARD LLP
3 SOVEREIGN SQUARE
SOVEREIGN STREET
LEEDS
LS1 4ER

Executed as a deed by
ULS LIVING LIMITED
by a director in the presence of:

Witness signature:

Witness Name: JEN HANSON

Witness Address:

Witness Occupation: SOLICITOR

ADDLESHAW GODDARD LLP
3 SOVEREIGN SQUARE
SOVEREIGN STREET
LEEDS
LS1 4ER

Executed as a deed by
**UNITED LIVING (SOUTH)
LIMITED**
by a director in the presence of:

Witness signature:

Witness Name: JEN HANSON

Witness Address:

Witness Occupation: SOLICITOR

ADDLESHAW GODDARD LLP
3 SOVEREIGN SQUARE
SOVEREIGN STREET
LEEDS
LS1 4ER

Parent

Executed as a deed by
FASTFLOW HOLDINGS LIMITED
by a director in the presence of:

Witness signature:

Witness Name:

Witness Address:

Witness Occupation:

The Security Agent

Executed as a deed by.....
as attorney for
LLOYDS BANK PLC
in the presence of:

Witness signature:

Witness name:

Witness address:

.....
as attorney for **LLOYDS BANK PLC**

Communications to be delivered to:

Address:

Lloyds Banking Group
Level 3 - Fountainbridge Wing
New Uberior House
11 Earl Grey Street, Edinburgh, EH3 9BN

Tel number: 44 131 222 0532

Email: LLO1@lloydsbanking.com
Michael.Easton@bankofscotland.com

and

Attention: CB LL01 Agency