

# MR01

## Particulars of a charge

005056/23 005056/23



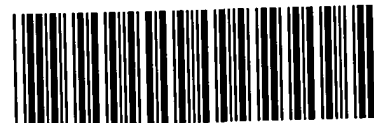
Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on the back

TUESDAY



\*A9IY9B8Y\*

A16 01/12/2020 #143

COMPANIES HOUSE

\*A9I6BATK\*

A17 19/11/2020 #354

COMPANIES HOUSE

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☐ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
no instrument. Use form MR08.

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 05940816

Company name in full Lifestyle Support Limited

For official use

#### → Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date 06/11/2020

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name John Peter Milakovic

Name Susan Frances Milakovic

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01

## Particulars of a charge

4

## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

all the undertaking, property and assets present or future including all book and other debts, fixed plant including machinery and loose plant and equipment

For more details please refer to the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ **Yes**

☐ **No**

6

## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

☐ **No**

8

Trustee statement<sup>①</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

9

## Signature

Please sign the form here.

Signature

Signature

X *John McElroy* X

This form must be signed by a person with an interest in the charge.

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name  
Mr P Farrington

Company name  
Hand Morgan and Owen

Address  
17 Martin Street

Post town  
Stafford

County/Region  
Staffordshire

Postcode  
S T 1 6 2 L F

Country

DX  
14554 Stafford

Telephone  
01785 211411

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**

Dated 6 November 2020

Parties

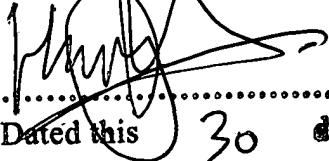
John Peter Milakovic  
Susan Frances Milakovic

- and -

Lifestyle Support Limited

\_\_\_\_\_  
Debenture  
\_\_\_\_\_

We certify this document to be  
a true copy of the original.

  
.....  
Dated this 30 day of 11/2020.

Hand Morgan and Owen Solicitors 17 Martin Street Stafford ST16 2LF
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## Debenture

Dated: 6<sup>th</sup> November 2020

### Parties:

- |             |                    |   |
|-------------|--------------------|---|
| 1. Lender   | Name:              | John Peter Milakovic<br>Susan Frances Milakovic   |
|             | Address:           | 3 Fawn Close<br>Huntington<br>Cannock<br>Staffordshire<br>WS12 4UP  |
| 2. Borrower | Name:              | Lifestyle Support Limited ("the Company")   |
|             | Registered office: | Registered Office<br>Suite 6 & 7<br>Bermar House<br>Rumer Hill Road<br>Cannock<br>Staffordshire<br>WS11 0ET |
|             | Company Number:    | 05940816  |

### Agreed Terms

#### 1. Definitions and Interpretation

1.1. In this Debenture, unless the context otherwise requires:

Administrator	an administrator appointed under the Insolvency Act 1986;
Assets	all the undertaking, property and assets of the Company whatsoever and wheresoever present or future;
Debts	all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, (but excluding credit balances on any account at any bank or financial institution other than the Account) together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but 'Debts' does not include any asset or right effectively charged by way of fixed charge under any other provision of

clause 2;

<b>Encumbrance</b>	any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;
<b>Fixed Plant and Equipment</b>	all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;
<b>Insurances</b>	all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof;
<b>Lender</b>	includes persons deriving title under the Lender;
<b>Loan</b>	deferred payment referred to at Schedule One
<b>Loose Plant and Equipment</b>	all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not Fixed Plant and Equipment;
<b>Other Claims</b>	all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of this Debenture;
<b>Receiver</b>	any receiver appointed under this Debenture, and, where more than one receiver has been appointed, each of them;
<b>Secured Liabilities</b>	all money, liabilities and obligations incurred by the Company to the Lender under the terms of a loan agreement entered into between the Parties on the same day as this Debenture; and
<b>Securities</b>	all the right title and interest of the Company, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person.

1.2. In this Debenture unless the context otherwise requires:

1.2.1. the singular includes the plural and vice versa, and reference to any gender includes the other genders;

- 1.2.2.references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality;
- 1.2.3.words and phrases defined in the Companies Act 2006 have the same meanings in this Debenture but the word 'Company' includes any body corporate;
- 1.2.4.references to 'clauses' are to clauses of this Debenture;
- 1.2.5.any reference to any statute or statutory instrument or any section or part thereof includes any enactment (present or future) replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
- 1.2.6.headings are for reference purposes only and shall not affect the construction of anything in this Debenture.

## **2. Charges**

As security for payment of the Secured Liabilities the Company (with full title guarantee) hereby charges to the Lender:

### **2.1. by way of separate first fixed charges:**

- 2.1.1.all the goodwill and uncalled capital of the Company, present or future;
- 2.1.2.the Securities;
- 2.1.3.the Insurances;
- 2.1.4.the Debts;
- 2.1.5.the Other Claims;
- 2.1.6.the Fixed Plant and Equipment; and
- 2.1.7.the Loose Plant and Equipment.

### **2.2. by way of first floating charge all those Assets which are not for any reason effectively charged by this Debenture by way of fixed charge.**

## **3. Protection of Lender's rights**

### **3.1. The Company covenants not, without the prior written consent of the Lender:**

- 3.1.1.to create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets;
- 3.1.2.to part with or dispose of any of the Assets charged by way of fixed charge other than those referred to in clauses 2.1.6 and 2.1.6; or

3.1.3.to part with or dispose of all or any of the Assets charged by way of floating charge or the assets referred to in clauses 2.1.7 and 2.1.8 except in the ordinary course of carrying on its business as a going concern.

3.2. The Lender may from time to time by notice in writing to the Company convert any floating charge created by this Debenture into a fixed charge in respect of any Assets which are specified in any such notice. Any such floating charge shall automatically be converted into a fixed charge:

3.2.1.in respect of any Assets, immediately prior to the Company agreeing or resolving (unless the Lender has first consented to it) to create any Encumbrance over those Assets in favour of any other person, or to part with or dispose of them otherwise than in the ordinary course of carrying on the Company's business as a going concern; and

3.2.2.in respect of all the Assets if the Company ceases to carry on business or to be a going concern or if any voluntary arrangement or other moratorium (other than a moratorium under Section 1A of the Insolvency Act 1986) or compromise with the Company's creditors, or any class of them, is proposed or put into effect.

3.3. This Debenture shall be a continuing security to the Lender and shall remain in force until expressly discharged in writing by the Lender notwithstanding any intermediate settlement of account or other matter or thing whatsoever, and shall be without prejudice and in addition to any other right, remedy or security of any kind which the Lender may have now or at any time in the future for or in respect of any of the Secured Liabilities.

#### 4. Covenants

4.1. While this Debenture continues in force the Company shall:

4.1.1.put and keep all its buildings in good and substantial repair and all fixtures and fittings, plant, machinery and other effects in good working order and condition;

4.1.2.maintain all such insurances as are normally maintained by prudent companies carrying on similar businesses, and in particular (but without limitation) will insure and keep insured such of the Assets as are insurable with an insurance office or underwriters to be approved by the Lender in writing from time to time, either in the name of the Company with the interest of the Lender noted or, at the option of the Lender, in the joint names of the Company and the Lender against loss or damage by fire and such other risks (on terms that the insurer shall not avoid, cancel or fail to renew any such policy for non-payment of premium without first giving not less than 21 days' prior notice to the Lender, and on such other terms as the Lender may from time to time require, in their full replacement value for the time being);

4.1.3.pay all premiums and other moneys necessary to effect and keep up such insurances within one week of the same becoming due, on demand produce to the Lender the policy or policies of such insurance and the receipt for every such payment, comply at all times with all the requirements of any such insurance policy, and not do or omit to do anything, or allow any thing to occur or continue, which will or may in the sole opinion of the Lender cause any such insurance policy to become void or voidable, or allow the insurer to refuse any indemnity under it.

4.2. If the Company is in default under any of the covenants set out in clause 4.1 (or any of its other obligations under this Debenture), the Lender may at its sole discretion (but will not be



obliged to) take any steps which it considers necessary or desirable to remedy the default or make good its effects in whole or in part, and in particular, but without limitation, may pay any amount which the Company ought to pay, and may authorise any person to enter, by force if necessary, on any Land or into any building owned or occupied by the Company and perform works, and may put in place or renew any insurance. Neither the Lender, nor any person authorised by it, shall be deemed to have taken possession of any Land by virtue of exercising any power given by this clause, irrespective of the degree of control exercised over the Land or access to it, unless and until the Lender (or any such person) serves notice in writing on the Company expressly stipulating its intention to take possession.

- 4.3. All moneys received in respect of any Insurance whatsoever (other than any indemnity against liability to a third party) shall be applied in making good the loss or damage in respect of which the money is received.

## **5. Demand and enforcement**

- 5.1. This Debenture shall become enforceable:

5.1.1. upon any demand being made by the Lender for payment of any of the Secured Liabilities due;

5.1.2. upon any request being made by the Company to the Lender for the appointment of an administrator or a receiver or for the Lender to exercise any other power or right available to it;

5.1.3. upon any event causing the floating charge created by this Debenture to become fixed in relation to any Assets;

5.1.4. upon the passing of any resolution, or the presentation of a petition for winding up in relation to the Company;

5.1.5. upon the Company going into administration, or any application being made for an administration order, or any notice being given (by any person to any person) of an intention to appoint an administrator, in relation to the Company; or

5.1.6. upon any moratorium coming into effect in respect of all or any of the Company's debts, or the Company taking any step with a view to obtaining such a moratorium.

- 5.2. Any demand for payment, and any other notice to be given by the Lender under this Debenture, shall be in writing and may be made or given at any place of business of the Company or at its registered office by delivering it to any such place.

- 5.3. At any time after this Debenture has become enforceable the Lender may exercise, in respect of any Asset, the power of sale given to mortgagees by the Law of Property Act 1925. The restrictions imposed by Section 103 of that Act shall not apply, and the Lender may delegate the exercise of its power of sale to any Receiver or other person.

## **6. Receivers and Administrators**

- 6.1. At any time after this Debenture has become enforceable, or if the Company so requests at any time, the Lender may (subject as provided below) appoint any person or persons to be a Receiver or Receivers of all or any part of the Assets hereby charged or to be an administrator or administrators of the Company. An appointment over part only of the Assets

shall not preclude the Lender from making any subsequent appointment over any other part of the Assets.

6.2. The appointment of an Administrator or Receiver shall be in writing, and may be signed by any director or employee on behalf of the Lender. Where more than one person is acting at any time as Administrator, the Lender may in the same manner stipulate whether and to what extent they may act jointly or separately.

6.3. The Lender:

6.3.1. May not appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and

6.3.2. May not appoint an administrative receiver (as defined in section 29(2) of that Act) at any time while such an appointment is prohibited by Section 72A of that Act.

6.4. The Lender may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in the Law of Property Act 1925 Section 109(6)) and may (subject to the application of the Insolvency Act 1986 Section 45) remove any person from office in relation to all or any part of the Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of the Assets) appoint a further or other receiver or receivers over all or any part of the Assets.

6.5. The Receiver shall be the agent of the Company (which shall be solely liable for his acts, defaults and remuneration) unless and until the Company goes into liquidation, whereafter he shall act as principal and shall not become the agent of the Lender, and the Receiver shall have and be entitled to exercise in relation to the Company all the powers set out in the Insolvency Act 1986 Schedule 1 (whether or not he is an administrative receiver) and in applying that Schedule:

6.5.1. the words 'he' and 'him' refer to the Receiver; and

6.5.2. references to the 'property of the Company' are to the Assets over which the Receiver is appointed;

and, in particular, by way of addition to but without limiting such powers (and without prejudice to the Lender's powers), the Receiver shall have power to do the following things, namely:

6.5.3. power to carry on or join with any person in carrying on any business (whether or not carried on by the Company prior to his appointment); and

6.5.4. power to maintain, repair, make safe, improve and develop any Land or other Asset, and to do all such other things as may in his opinion be necessary or desirable for maintaining or enhancing the value or marketability of any Asset.

## **7. Payment of moneys**

Any moneys received by the Receiver or the Lender shall, subject to the payment as far as necessary of any claims having priority to this Debenture, be paid or applied in the following order of priority:

- 7.1. in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver and of the remuneration of the Receiver;
- 7.2. in or towards satisfaction of the Secured Liabilities in such order as the Lender may at its discretion require; and
- 7.3. as to the surplus (if any) to the person or persons entitled thereto.

## **8. Protection of third parties**

- 8.1. In favour of any purchaser, the statutory powers of sale and of appointing a receiver which are conferred upon the Lender, as varied and extended by this Debenture, and all other powers of the Lender, shall be deemed to arise and be exercisable immediately after the execution of this Debenture.
- 8.2. No purchaser from or other person dealing with the Lender, nor any person to whom it has delegated any of its powers, nor the Receiver, shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, nor whether the Secured Liabilities remain outstanding, nor whether any event has happened to authorise the Receiver or the Lender to act or as to the propriety or validity of the exercise of any such power; and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.
- 8.3. The receipt of the Lender or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve him of any obligation to see the application of any moneys paid to or by the direction of the Lender or the Receiver.

## **9. Protection of the Lender and the Receiver**

- 9.1. Neither the Lender nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective powers under this Debenture.
- 9.2. Without prejudice to any other provision of this Debenture, entry into possession of any Asset shall not render the Lender or the Receiver liable to account as mortgagee in possession, or to be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, and if and whenever the Lender or the Receiver enters into possession of any Asset it shall be entitled at any time it or he thinks fit to go out of such possession.
- 9.3. The Company shall indemnify and keep indemnified the Lender, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power, authority or discretion given by it, or any other act or omission in relation to this Debenture or the Assets. The provisions of this clause 12 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

## **10. Miscellaneous provisions**

- 10.1. The Law of Property Act 1925 Section 93 dealing with the consolidation of mortgages shall not apply to this Debenture.

10.2. The rights powers and discretions given to the Lender in this Debenture:

- 10.2.1. may be exercised as often as, and in such manner as, the Lender thinks fit;
- 10.2.2. are cumulative, and are not exclusive of any of its rights under the general law;
- 10.2.3. may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of it.

10.3. If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- 10.3.1. the validity or enforceability of any other provision, in any jurisdiction; or
- 10.3.2. the validity or enforceability of that particular provision, in any other jurisdiction.

10.4. All costs, charges and expenses incurred or paid by the Lender or by the Receiver in the exercise of any power or right given by this Debenture, or in relation to any consent requested by the Company, or in perfecting or enforcing or otherwise in connection with this Debenture or the Assets shall be recoverable from the Company.

## Schedule One

The total sum of £60,000.00 to be paid to the Sellers in the proportions set out in the table in Schedule 1 of the Share Purchase Agreement entered into on the same day, in instalments of £1,000.00 (which shall be paid to each such Seller pro rata to each such Seller's entitlement to the Deferred Payments as a whole) on the 15<sup>th</sup> of each month (or where that is not a Business Day on the next following Business Day) for a period of 60 months to commence the month after Completion.

Signed as a deed by John Peter Milakovic

Witness:

Signature .....

Name .....

Address .....

.....

.....

.....

Signed as a deed by Susan Frances Milakovic

Witness:

Signature .....

Name .....

Address .....

.....

.....

.....

Signed as a deed by Lifestyle Support Limited acting  
by a director in the presence of:



Director

Witness:

Signature .....

Name NADINE SARAH OLBART

Address 9 ASH GROVE

WILKINSON ROAD

STANFORD

STANFORDSHIRE

ST19 9AJ



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5940816

Charge code: 0594 081 6 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2020 and created by LIFESTYLE SUPPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2020 .

Given at Companies House, Cardiff on 9th December 2020



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**