



Registration of a Charge

Company name: **UTMOST LIFE AND PENSIONS HOLDINGS LIMITED**

Company number: **10556487**



X9F586YP

Received for Electronic Filing: **07/10/2020**

Details of Charge

Date of creation: **01/10/2020**

Charge code: **1055 6487 0002**

Persons entitled: **LLOYDS BANK PLC AS SECURITY TRUSTEE**

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 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:

ASHURST LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10556487

Charge code: 1055 6487 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2020 and created by UTMOST LIFE AND PENSIONS HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th October 2020 .

Given at Companies House, Cardiff on 8th October 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

SECURITY ACCESSION DEED

Ashurst LLP on behalf of all parties

THIS SECURITY ACCESSION DEED is made on 1 October ~~September~~ 2020

BETWEEN:

- (1) The companies listed in Schedule 1 as charging companies (each a “**New Charging Company**” and together the “**New Charging Companies**”); and
- (2) Lloyds Bank plc as security trustee for itself and the other Secured Parties (the “**Security Agent**”).

RECITAL:

This deed is supplemental to a debenture dated 15 September 2020 between, inter alia, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any) (the “**Debenture**”).

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions

Terms defined in the Debenture have the same meaning when used in this deed.

1.2 Construction

Clause 1.2 (*Construction*) of the Debenture will be deemed to be set out in full in this deed, but as if references in that clause to the Debenture were references to this deed.

2. ACCESSION OF NEW CHARGING COMPANY

2.1 Accession

Each New Charging Company agrees to be a Charging Company for the purposes of the Debenture with immediate effect and agrees to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company.

2.2 Covenant to Pay

Each New Charging Company as primary obligor covenants with the Security Agent (for the benefit of itself and the other Secured Parties) that it will pay on demand the Secured Obligations when they fall due for payment.

2.3 Fixed Charges

Each New Charging Company, as security for the payment and discharge of the Secured Obligations, charges in favour of the Security Agent with full title guarantee all of its right, title and interest in the following assets, both present and future, from time to time owned by it or in which it has an interest and, in each case, all Related Rights:

- (a) by way of legal mortgage, all Property (including as specified in Schedule 2 (*Property*)); and

- (b) by way of fixed charge:
 - (i) all other interests (not effectively charged under clause 2.3(a)) in the Property;
 - (ii) all Subsidiary Shares (including as specified in Schedule 3 (*Subsidiary Shares*));
 - (iii) all Investments (other than the Subsidiary Shares);
 - (iv) all Equipment;
 - (v) all Book Debts;
 - (vi) all Cash Collateral Accounts (including as specified in Schedule 4 (*Cash Collateral Accounts (Blocked)*));
 - (vii) all Intellectual Property (including as specified in Schedule 5 (*Intellectual Property*));
 - (viii) its goodwill and uncalled capital; and
 - (ix) to the extent not effectively assigned by clause 3.2 (*Security Assignment*):
 - (A) the Assigned Agreements; and
 - (B) the Insurances.

2.4 Security Assignment

As further security for the payment and discharge of the Secured Obligations, each New Charging Company assigns absolutely with full title guarantee in favour of the Security Agent all its right, title and interest in the following assets, both present and future, and in each case, all Related Rights:

- (a) the Assigned Agreements (including as specified in Schedule 6 (*Assigned Agreements*)); and
- (b) the Insurances,

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request and cost of the New Charging Company re-assign the relevant rights, title and interest in the assigned assets to the New Charging Company (or as it shall direct).

2.5 Fixed Security

Clause 3.1 (*Fixed Charges*) and clause 3.2 (*Security Assignment*) shall be construed as creating a separate and distinct mortgage, fixed charge or security assignment over each relevant asset within any particular class of assets specified in this deed. Any failure to create effective fixed security (for whatever reason) over an asset shall not affect the fixed nature of the security on any other asset, whether within the same class of assets or not.

2.6 Floating Charge

As further security for the payment and discharge of the Secured Obligations, each New Charging Company charges with full title guarantee in favour of the Security Agent by way of first floating charge all its assets, both present and future, not effectively charged by way of fixed charge under clause 3.1 (*Fixed Charges*) or assigned under clause 3.2 (*Security Assignment*) and, in each case, all Related Rights.

3. **INCORPORATION INTO DEBENTURE**

The Debenture and this deed shall be read together as one instrument on the basis that references in the Debenture to "this deed" will be deemed to include this deed.

4. **NOTICES**

Each New Charging Company confirms that its respective address details for notices are as follows:

UUG Holdings No (1) Ltd

Address: Saddlers House, 5th Floor, 44 Gutter Lane, London, England, EC2V 6BR
Facsimile: N/A
Email: ian.maidens@utmostgroup.co.uk
Attention: Ian Maidens

Utmost Life and Pensions Holdings Limited

Address: Walton Street, Aylesbury, England, HP21 7QW
Facsimile: N/A
Email: ian.maidens@utmostgroup.co.uk
Attention: Ian Maidens

UI G Holdings No (1) Ltd

Address: Saddlers House, 5th Floor, 44 Gutter Lane, London, England, EC2V 6BR
Facsimile: N/A
Email: ian.maidens@utmostgroup.co.uk
Attention: Ian Maidens

5. **LAW**

This deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this deed (including any non-contractual disputes or claims) shall be governed by, and construed in accordance with, English law.

IN WITNESS whereof this deed has been duly executed and delivered on the date first above written.

SCHEDULE 1

New Charging Companies

Name of New Charging Company	Company Number	Jurisdiction of Incorporation
UUG Holdings (No 1) Ltd	11163964	England & Wales
Utmost Life and Pensions Holdings Limited	10559664 10556487	England & Wales
UIG Holdings (No 1) Ltd	08500378	Ashurst LLP on behalf of all parties England & Wales

SCHEDULE 2

Property

None as at the date of this deed

SCHEDULE 3

Subsidiary Shares

Charging Company	Subsidiary	Number and class of shares	Proportion of entire issued share capital
UUG Holdings (No 1) Ltd	Utmost Life and Pensions Holdings Limited	30,310,000 ordinary shares of £1.00 each	100%
Utmost Life and Pensions Holdings Limited	Utmost Life and Pensions Services Limited	2,000 ordinary shares of £1.00 each	100%

SCHEDULE 4

Cash Collateral Accounts (Blocked)

None as at the date of this deed

Collection Accounts (Not blocked)

None as at the date of this deed

SCHEDULE 5

Intellectual Property

None as at the date of this deed

SCHEDULE 6

Assigned Agreements

None as at the date of this deed

SIGNATORIES TO DEED OF ACCESSION

New Charging Company

Executed as a deed by **UUG HOLDINGS**
(NO 1) LTD:

IAN MAIDENS

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

New Charging Company

Executed as a deed by **UTMOST LIFE**
AND PENSIONS HOLDINGS LIMITED:

PAUL THOMPSON

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

(Signature Page to Accession Deed to Effective Date Debenture)

New Charging Company

Executed as a deed by **UIG HOLDINGS**
(No 1) LTD:

IAN MAIDEN J

Signature of director

Name of director

Signature of witness

Name of witness

Address of witness

Occupation of witness

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KAREN ROBINSON

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(Signature Page to Accession Deed to Effective Date Debenture)

THE SECURITY AGENT

Signed for and on behalf of **LLOYDS**
BANK PLC:

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Name:

Notice Details

Address: Lloyds Banking Group
Level 3 - Fountainbridge Wing
New Uberior House
11 Earl Grey Street
Edinburgh EH3 9BN
Email: Scott.Christie@LloydsBanking.com
Attention: Scott Christie