



Registration of a Charge

Company name: **YOUR LIFESTYLE GROUP LIMITED**

Company number: **10133639**

Received for Electronic Filing: **28/03/2018**



X72OI2EG

Details of Charge

Date of creation: **23/03/2018**

Charge code: **1013 3639 0002**

Persons entitled: **GLAS TRUST CORPORATION LIMITED**

Brief description: **PLEASE SEE INSTRUMENT FOR FURTHER DETAILS.**

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:

PROSKAUER ROSE (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10133639

Charge code: 1013 3639 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2018 and created by YOUR LIFESTYLE GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2018 .

Given at Companies House, Cardiff on 29th March 2018

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

THIS SECURITY ACCESSION DEED is dated 23 March 2018 and is made between:

- (1) **Accomplish Group Midco Limited** (formerly known as **Tracscore Midco Limited**) (registered in England and Wales with registered number 09052762 and with its registered address at Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ) for itself and for the Chargors (the "**Parent**");
- (2) **Your Lifestyle Group Limited** (registered in England and Wales with registered number 10133639 and with its registered address at Ground Floor, 2 Parklands, Rubery, United Kingdom, B45 9PZ) ("**Lifestyle Group**");
- (3) **Your Lifestyle Nationwide Limited** (registered in England and Wales with registered number 10146259 and with its registered address at Ground Floor, 2 Parklands, Rubery, B45 9PZ) ("**Lifestyle Nationwide**") (together Lifestyle Group and Lifestyle Nationwide shall be known as "**the Additional Chargors**" each an "**Additional Chargor**"); and
- (4) **GLAS Trust Corporation Limited**, as security trustee for itself and the other Secured Parties (the "**Security Agent**").

WHEREAS

- (A) This Security Accession Deed is supplemental to a debenture dated 10 July 2017 between, among others, the Parent and the Security Agent (the "**Debenture**") and each Additional Chargor intends to accede to the Debenture as a Chargor.
- (B) Each Additional Chargor has also entered into an Accession Deed to the Facilities Agreement on or about the date of this Security Accession Deed and by doing so appoints the Parent as its agent on the terms set out in the Accession Deed.
- (C) Each Additional Chargor is required to enter into this Security Accession Deed as a condition of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Save to the extent otherwise defined in this Security Accession Deed, terms defined in the Debenture have the same meaning when used in this Security Accession Deed.

1.2 Interpretation

Clauses 1.2 (Terms defined in other Finance Documents), 1.3 (Construction), 1.4 (Intercreeitor Agreement), 1.5 (Disposition of property), 1.6 (Clawback), 1.7 (Third Party Rights) and 1.8 (Deed) of the Debenture are incorporated in this Security Accession Deed as if they were set out in full in this Security Accession Deed, but so that references in those clauses to "this Debenture" shall be construed as reference to this Security Accession Deed.

2. **ACCESSION OF ACCEDING CHARGOR**

2.1 **Accession**

Each Additional Chargor agrees to be a Chargor for the purposes of the Debenture with immediate effect and agrees to be bound by all the terms of the Debenture (including to make the representations and warranties and comply with the undertakings set out therein) as if it had originally been a party to it.

2.2 **Covenant to pay**

Each Additional Chargor covenants with the Security Agent, as security trustee for the Secured Parties, to pay, discharge and satisfy the Secured Obligations when they become due for payment and discharge in accordance with their respective terms.

3. **FIXED SECURITY**

3.1 **General**

All Security created by an Additional Chargor under this Clause 3 and Clause 4 (Floating Charge) is:

- (a) granted in favour of the Security Agent as Security Agent for the Secured Parties;
- (b) continuing security for the payment, discharge and performance of the Secured Obligations (regardless of any intermediate payment);
- (c) granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 (but subject to any Permitted Security); and
- (d) granted in respect of all the right, title and interest (if any), present and future, of that Additional Chargor in and to the relevant Charged Asset.

3.2 **Legal mortgage**

Each Additional Chargor charges by way of first legal mortgage, the Material Real Property (including the Real Property specified in Schedule 1 (*Material Real Property*)) to this Security Accession Deed).

3.3 **Assignment by way of Security**

- (a) Each Additional Chargor assigns and agrees to assign and to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same:
 - (i) any Insurance Policies; and
 - (ii) each Specific Contract.
- (b) Each Chargor shall remain liable to perform all its obligations under the assets described in paragraph (a) above.
- (c) Notwithstanding the other terms of this Clause 3.3, prior to the occurrence of an Enforcement Event, each Chargor may, subject to the other terms of the Finance

Documents, continue to exercise all and any of its rights under and in connection with the Specific Contracts and the Insurance Policies.

3.4 **Fixed charges**

Each Additional Chargor (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 3.2 (Legal mortgage) or assigned pursuant to Clause 3.3 (Assignment by way of Security)) charges:

- (a) by way of first fixed charge, the Material Real Property;
- (b) by way of first fixed charge, the Accounts;
- (c) by way of first fixed charge, its book and other debts and monetary claims owing to it and any proceeds of those debts and claims and all Related Rights;
- (d) by way of first fixed charge, the Intellectual Property;
- (e) by way of first fixed charge, the Plant and Machinery;
- (f) by way of first fixed charge, any goodwill and rights and claims in relation to its uncalled share capital;
- (g) by way of first fixed charge, the Investments; and
- (h) by way of first fixed charge, each of the assets which are specified in Clause 3.3 (Assignment by way of Security).

3.5 **Fixed security**

Clause 3.2 (Legal mortgage) and Clause 3.3 (Assignment by way of Security) 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 Security Accession 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.

4. **FLOATING CHARGE**

4.1 **Floating charge**

- (a) Each Additional Chargor charges by way of first floating charge all of its present and future assets and undertaking other than assets effectively charged by way of legal mortgage or fixed charge or assigned under Clauses 3.2 (Legal mortgage), 3.3 (Assignment by way of Security) or 3.4 (Fixed charges) respectively.
- (b) The floating charge created by paragraph (a) above is a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to such floating charge.

4.2 **Conversion of floating charge to fixed Security**

- (a) The Security Agent may at any time by notice to any Additional Chargor convert the floating charge constituted under Clause 4.1 (Floating charge) with immediate effect into a fixed charge as regards any asset which is the subject of the with immediate

effect into a fixed charge as regards any asset which is the subject of the floating charge and which is specified in the notice if:

- (i) this Security Accession Deed is enforceable in accordance with clause 14 (When Security Becomes Enforceable) of the Debenture;
 - (ii) the Security Agent reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or
 - (iii) the Security Agent considers that it is prudent in order to protect the priority of the Security.
- (b) In addition, without prejudice to any rule of law which may have a similar effect, the floating charge constituted under Clause 4.1 (Floating charge) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all assets the subject of the floating charge if:
- (i) any Additional Chargor creates (or attempts or takes any steps to create) any Security Interest over any Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (ii) any Additional Chargor disposes (or attempts or takes any steps to dispose) of all or any of its Charged Asset (save as expressly permitted under the Facilities Agreement);
 - (iii) any person levies (or attempts or takes any steps to levy) any distress, attachment, sequestration, execution or other process against any Charged Asset (which is not discharged within two Business Days); or
 - (iv) an Administration Event occurs or a resolution is passed or an order is made for the winding-up of a Chargor or an Event of Default under clause 26.7 (*Insolvency proceedings*) of the Facilities Agreement is continuing.

5. PROVISIONS AS TO SECURITY

5.1 Implied covenants for title

- (a) The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*) of this Security Accession Deed.
- (b) It shall be implied in respect of Clauses 3 (*Fixed Security*) or 4 (*Floating Charge*) of this Security Accession Deed that each Additional Chargor is disposing of the Charged Assets free from all charges and incumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment), save for any Permitted Security.

5.2 Further Loans

- (a) Subject to the terms of the Facilities Agreement, each Lender is under an obligation to make further Loans to each Additional Chargor, and that obligation will be deemed to be incorporated in this Security as if set out in this Security.

- (b) Each Additional Chargor consents to an application being made to the Land Registry to enter notice of the obligation to make further Loans on the Charges Register of any registered land forming part of the Charged Assets.

6. CONSENT OF EXISTING CHARGING COMPANIES

The Parent agrees (for itself and each Chargor) to the terms of this Security Accession Deed and agrees that its execution will in no way prejudice or affect any Security Interest granted by any Chargor by or under the Debenture (or any other Security Accession Deed or Mortgage).

7. SECURITY POWER OF ATTORNEY

7.1 Appointment and powers

Each Additional Chargor by way of security irrevocably appoints the Security Agent and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all other documents and do all things which the attorney may consider to be required or desirable for:

- (a) carrying out any obligation imposed on an Additional Chargor by this Security Accession Deed or any other agreement binding on an Additional Chargor to which the Security Agent is party (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets and perfecting the security created or intended to be created in respect of the Charged Assets); and
- (b) enabling the Security Agent and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Security Accession Deed or by law (including, after the Debenture has become enforceable in accordance with clause clause 14 (When Security Becomes Enforceable) of the Debenture, the exercise of any right of a legal or beneficial owner of the Charged Assets).

7.2 Exercise of power of attorney

The Security Agent may only exercise the power of attorney granted pursuant to Clause 7.1 (*Appointment and powers*) following:

- (a) the occurrence of an Event of Default which is continuing; or
- (b) the failure by the Parent to comply with any further assurance or perfection of security obligations required by the terms of the Debenture.

8. COUNTERPARTS

This Security Accession 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 this Security Accession Deed.

9. GOVERNING LAW AND JURISDICTION

Clause 27 (Governing Law and Jurisdiction) of the Debenture shall be incorporated in this Security Accession Deed as if set out here in full but so that references to the Debenture shall be construed as references to this Security Accession Deed.

THIS SECURITY ACCESSION DEED has been entered as a deed and delivered on the date given at the beginning of this Deed.

Schedule 1
Material Real Property

The leasehold interest relating to Red House, 25 Barnwood Road, Gloucester, GL2 0SD (with registered freehold title number GR331163) granted by Leopold Giacomo Bifulco, Salvatore Junior Bifulco, Tracey Marina Caswell and Anthony Shaun Williamson in favour of Your Lifestyle Nationwide Limited on 28 November 2017 for a term of 16 years and registered under title number GR420632.

**Schedule 2
Shares**

Chargor	Name of company in which shares are held	Class of shares held	Number of shares held
Your Lifestyle Group Limited	Construction Alliance Recruitment Limited	A Ordinary	200
		B Ordinary	200
		C Ordinary	200
		E Ordinary	50
		F Ordinary	50
		G Ordinary	50
Your Lifestyle Group Limited	Your Lifestyle Nationwide Limited	Ordinary	1

Schedule 3
Material Intellectual Property

Chargor	Description
Your Lifestyle Nationwide Limited	The following domain names: nursingalliance.co.uk carealliance.co.uk constructionalliance.org.uk yourlifestyle.uk.com

SIGNATURES TO THE SECURITY ACCESSION DEED

The Parent

EXECUTED AS A DEED by
ACCOMPLISH GROUP MIDCO
LIMITED)
acting by)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

CLAIRE ROSE

Witness address:

accomplish
2 Parklands
Birmingham Great Park
Rubery
Birmingham

Additional Chargor

EXECUTED AS A DEED by)
YOUR LIFESTYLE GROUP LIMITED)
acting by)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

CLAIRE ROSE

Witness address:

accomplish
2 Parklands
Birmingham Great Park
Rubery
Birmingham
B45 9PZ

Additional Chargor

EXECUTED AS A DEED by)
YOUR LIFESTYLE GROUP NATIONWIDE)
LIMITED acting by)

[Redacted Signature]

Director

Witness signature:

[Redacted Signature]

Witness name:

CLAIRE ROSE

Witness address:

accomplish
2 Parklands
Birmingham Great Park
Rubery
Birmingham
B45 9PZ

Security Agent

GLAS TRUST CORPORATION)
LIMITED)
By: Estela Landro)
Transaction Manager)
)


Authorized signatory