

MR01

Particulars of a charge

565262/13

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

✓ **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

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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
scanned and placed on the public record **Do not send the original**

TUESDAY



S3ZYBC2I

SCT

27/01/2015

#276

COMPANIES HOUSE

Official use

1

Company details

Company number 0 3 6 6 7 6 4 3

Company name in full UNIVERSAL UTILITIES LIMITED

→ **Filing 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 d 1 d 2 m 0 m 1 y 2 y 0 y 1 y 5

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 CORTLAND CAPITAL MARKET SERVICES LLC

(AS SECURITY AGENT)

Name

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

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 ^①

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

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X  X
FOR AND ON BEHALF OF BURNES PAULL LLP

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

MR01

Particulars of a 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 REBECCA CLARK

Company name BURNES PAULL LLP

Address 50 LOTHIAN ROAD

FESTIVAL SQUARE

Post town EDINBURGH

County/Region

Postcode E H 3 9 W J

Country

DX ED73 EDINBURGH

Telephone 0131 473 6000



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3667643

Charge code: 0366 7643 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th January 2015 and created by UNIVERSAL UTILITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th January 2015.

DX

Given at Companies House, Cardiff on 3rd February 2015



Companies House



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

Certified a true copy

Edinburgh 26 JANUARY 2015

for and on behalf of Burness Paul LLP

Burness Paul

UNIVERSAL UTILITIES LIMITED
as Chargor

in favour of

CORTLAND CAPITAL MARKET SERVICES LLC
as Security Agent for the Secured Parties

DEED OF PLEDGE
of shares in the capital of Clear Business Water Limited

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DEED OF PLEDGE

by

- (1) **UNIVERSAL UTILITIES LIMITED**, a company incorporated under the Companies Acts with registered number 03667643 and having its registered office at Universal House, Longley Lane, Manchester M22 4SY (the "**Chargor**")

in favour of

- (2) **CORTLAND CAPITAL MARKET SERVICES LLC**, acting through its office located at 225 W Washington Street, Suite ~~1450~~ ²¹⁰⁰, Chicago, IL 60606 as Security Agent for the Secured Parties as defined in the Facility Agreement referred to below (the "**Security Agent**")

SP

CONSIDERING THAT

- (i) The Chargor is an Obligor under the Facility Agreement (as defined below),
- (ii) under the terms of the Facility Agreement, the Chargor is required to grant security over its assets as required by the Agent, and
- (iii) the Agent has required the Chargor to enter into this deed of pledge in favour of the Security Agent

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed

"Charge" means the Security created or expressed to be created by or pursuant to this Deed,

"Company" means Clear Business Water Limited, a company incorporated under the Companies Acts with registered number SC444366 and having its registered office at Mediacorp House, 2 Caird Park, Hamilton, ML3 0EU,

"Debenture" means the debenture creating a fixed and floating charge in respect of the Facility Agreement dated 18 April 2011 and made between Ethad Financing Limited, Ethad Acquisitions Limited and the Security Agent,

"Enforcement Notice" means a notice in writing by the Security Agent to the Chargor specifying that (i) an Event of Default has occurred and is continuing and (ii) it has elected to exercise the voting rights and other rights and powers in respect of the Shares,

“Enforcement Event” has the meaning given to it in the Debenture,

“Existing Shares” means the shares in the capital of the Company described in the Schedule,

“Facility Agreement” means the £70,000,000 facility agreement originally dated 18 April 2011 and as amended and restated on 27 November 2012 and made between (among others) the Chargor, the Lenders, the Security Agent and the Secured Parties, as amended and/or restated from time to time,

“Further Shares” means any shares in the capital of the Company (other than the Existing Shares) at any time and from time to time held by the Chargor,

“Pensions Notice” means a contribution notice or a financial support direction issued by the Pensions Regulator under the Pensions Act 2004,

“Related Rights” means any dividend or interest paid or payable in relation to any of the Shares and any rights, money or property accruing or offered at any time in relation to any of the Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

“Requisite Lenders” has the meaning given to it in the Debenture,

“Secured Assets” means the Existing Shares, the Further Shares and the Related Rights,

“Secured Liabilities” means all present and future obligations and liabilities of each Obligor whether actual or contingent and whether owed jointly or severally or in any other capacity whatever and whether arising before or after any judgement) which are, or are to be expressed to be, or may become, due, owing or payable to the Security Agent (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties under or in connection with the Finance Documents, together with all costs, charges and expenses incurred by the Security Agent or any other Secured Party which are, or are expressed to be, or may become due, owing or payable by any Obligor under or in connection with any Finance Document,

“Shares” means the Existing Shares and the Further Shares, and

“Winding-up” means the winding-up of a person and also includes the amalgamation, reconstruction, reorganisation, dissolution, administration, liquidation, merger or consolidation of that person, and any equivalent or analogous procedure under the law of any jurisdiction to which the person is subject (and references to the commencement of any of the foregoing include a reference to the presentation of a petition to a court of competent jurisdiction or the passing of a valid resolution for or with a view to any of the foregoing)

1 2 Construction

- 1 2 1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- 1 2 2 The provisions of clause 1 2 (Construction) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement are to be construed as references to this Deed
- 1 2 3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility
- 1 2 4 The term “Security” means any security created by this Deed
- 1 2 5 A reference to any asset, unless the context otherwise requires, includes any present and future asset
- 1 2 6 If the Security Agent considers that an amount paid to it or any Secured Party is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- 1 2 7 Unless the context otherwise requires, a reference to a Secured Asset includes the proceeds of sale of that Secured Asset

2 BOND

The Chargor undertakes to the Security Agent for itself and as trustee for the Secured Parties that it will pay or discharge to the Security Agent all the Secured Liabilities at the time or times, in the manner in which, and in the currencies in which they are expressed to be due and payable under the Finance Documents

3 PLEDGE

3 1 Security

The Chargor, by way of continuing security for the payment and discharge of the Secured Liabilities

- 3 1 1 hereby pledges and charges to and in favour of the Security Agent the Existing Shares and any Related Rights to which it is entitled at the date of its execution of this Deed, and

- 3 1 2 irrevocably and unconditionally binds and obliges itself to pledge and charge to and in favour of the Security Agent and in accordance with the remaining provisions of this Clause, any Further Shares and any Related Rights to which it becomes entitled after the date of its execution of this Deed

3 2 Delivery of Documents

The Chargor shall

- 3 2 1 immediately after execution and delivery of this Deed, deliver or cause to be delivered to the Security Agent, certificates and other documents of title or evidence of ownership in the name of the Security Agent or (if specified by the Security Agent) its nominee in respect of the Existing Shares and Related Rights, and
- 3 2 2 within five Business Days of each future occasion on which the Chargor becomes entitled to any Further Shares or Related Rights (whether by purchase, subscription or otherwise)
- (a) enter into a deed of pledge in favour of the Security Agent in substantially the same form as this Deed, in respect of such Further Shares and/or Related Rights, and
- (b) deliver or cause to be delivered to the Security Agent, certificates and other documents of title or evidence of ownership in the name of the Security Agent or (if specified by the Security Agent) its nominee in respect of such Further Shares and Related Rights

3 3 Share Transfers

The Chargor shall

- 3 3 1 immediately after execution and delivery of this Deed, deliver or cause to be delivered to the Security Agent evidence that the board of directors of the Company has approved the transfer of the Existing Shares for registration in accordance with the Articles of Association of the Company and that the name of the Security Agent or (as the case may be) its nominee has been entered in the register of members of the Company in respect of the Existing Shares, and
- 3 3 2 within five Business Days of each future occasion on which the Chargor becomes entitled to any Further Shares, deliver or cause to be delivered to the Security Agent evidence that the board of directors of the Company has approved the transfer of such Further Shares for registration in accordance with the Articles of Association of the Company and that the name of the

Security Agent or (as the case may be) its nominee has been entered in the register of members of the Company in respect of such Further Shares

4 THE SHARES

4.1 Voting rights

Until the Security Agent issues an Enforcement Notice

4.1.1 the voting and the other rights and powers attached to the Shares shall be exercised by the Chargor or shall be exercised in accordance with its direction, for any purpose not inconsistent with the terms of the Finance Documents and this Deed, and

4.1.2 provided the payment of such dividend, interest or other distribution is not in violation of the Facility Agreement, the Chargor shall be entitled to receive and retain all dividends, interest and other distributions and income paid in respect of the Shares

If an Enforcement Notice is issued by the Security Agent

4.1.3 the Security Agent on the direction of the Agent on behalf of the Requisite Lenders, shall be entitled (in the name of the Chargor and without further consent or authority) to exercise or direct the exercise of all voting rights and other rights now or at any time relating to the Shares, and

4.1.4 the Security Agent shall be entitled (under its powers of realisation) to transfer or cause the transfer of any of the Shares to be transferred and registered in the name of any purchaser or transferee

4.2 Receipts

Until an Enforcement Event occurs, all monies (including dividends) paid in respect of the Secured Assets and received by the Security Agent or its nominee shall be for the account of the Chargor and the Security Agent or its nominee shall account to the Chargor for those monies. After the occurrence of an Enforcement Event, the Security Agent may apply all monies (including dividends) in respect of the Secured Assets received by the Security Agent or its nominee as though they were proceeds of sale of the Secured Assets and if the Chargor or any person on its behalf receives or obtains the benefit of any monies paid in respect of any Secured Assets it shall account to the Security Agent for those monies. If the Chargor (or any person on its behalf) receives any cheque, warranty or other monetary instrument in respect of any monies for which it would on receipt be obliged to account pursuant to this Clause 4.2, it shall immediately pay those monies or procure the transfer of such instrument to the Security Agent

4.3 Other rights

Except as otherwise provided in Clauses 4.1 and 4.2, the Chargor shall ensure that all rights from time to time attaching to or connected with any of the Secured Assets are exercised in accordance with the instructions of the Security Agent

4.4 Calls etc.

The Chargor shall duly and promptly pay, and indemnify the Security Agent (and its nominees) against, all calls and other moneys which may lawfully be required to be paid and all other liabilities, costs and demands that may be sustained, incurred or made against the Security Agent (including its nominees and custodians) in respect of any of the Secured Assets, and if the Chargor fails to pay any such call or other moneys due within seven days of the due date the Security Agent may elect to make such payments on behalf of the Chargor

4.5 Documents and information

The Chargor shall, promptly upon receipt, deliver to the Security Agent a copy of every circular, notice, report, set of accounts or other document received by the Chargor or any nominee in connection with any of the Secured Assets and all such other information concerning the Secured Assets and the Security Agent may request from time to time

5 UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

5.1 The Chargor undertakes, represents and warrants to the Security Agent that

5.1.1 the Shares set out opposite its name in the Schedule are owned by it absolutely and are not subject to any Security or other third party right except where such Security or third party right is Permitted Security or pursuant to this Deed and that such Shares are fully paid up,

5.1.2 it has not sold (or agreed to sell) or otherwise disposed of (or agreed to dispose of) the Secured Assets or any interest therein and will not, while this Charge remains in force, sell, dispose of or agree to sell or dispose of any of the Secured Assets or any interest therein, without the Security Agent's prior written consent unless such disposal is a Permitted Disposal,

5.1.3 it and its directors have the necessary capacity and power to enter into and have taken all steps which are necessary to authorise the execution and delivery of this Deed and the creation of this Charge,

5.1.4 each of the Repeating Representations are made on the date of this Deed,

- 5 1 5 if it becomes entitled to any Secured Assets after the date of its execution of this Deed, it will forthwith give notice of that fact (giving particulars of the Secured Assets in question) to the Security Agent,
- 5 1 6 apart from the Existing Shares, no shares have been allotted or issued in the capital of the Company on or prior to the date of its execution of this Deed and no right or option to subscribe for any such shares has been given to any person prior to such date, and
- 5 1 7 the directors of the Company have no power (whether under the Articles of Association of the Company or otherwise) to refuse to register any transfer of the Shares pursuant to this Deed including, without limitation, the transfer of the Shares to the Security Agent pursuant to Clause 3 3 1 above, and any onward transfer of the Shares following the occurrence of an Enforcement Event pursuant to Clause 9 below
- 5 2 The undertakings, representations and warranties given or made by the Chargor in Clauses 5 1 1 to 5 1 7 inclusive shall survive the execution of this Deed
- 6 LIABILITY OF THE SECURITY AGENT**
- 6 1 The Security Agent shall not in any circumstances
- 6 1 1 be liable to account to the Chargor or any other person for anything except the Security Agent's own actual receipts which have not been distributed or paid to the Chargor or the persons entitled or, at the time of payment, believed by the Security Agent, after consultation with the Chargor, to be entitled thereto, or
- 6 1 2 be liable to the Chargor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Secured Assets or from any act, neglect, default, omission or misconduct of any nature of the Security Agent, its officers, employees or agents in relation to the Secured Assets except to the extent that they shall be caused by the fraud of wilful default or gross negligence of the Security Agent or any of their respective officers, employees or agents
- 6 2 The Security Agent shall not by virtue of Clause 6 1 owe any duty of care or other duty to any person to which the duty would not be owed in the absence of that Clause
- 6 3 The Security Agent and every delegate, attorney, manager, agent or other person appointed by the Security Agent under this Deed shall be entitled to be indemnified out of the Security Assets in respect of all liabilities and expenses incurred by any of them in the execution or purported execution of any of its rights and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to this Deed or the Security Assets, and the Security Agent

and any such delegate, attorney, manager, agent or other person appointed by the Security Agent under this Deed may retain and pay all sums in respect of them out of any moneys received. The obligations contained in this Clause 6.3 shall survive the expiration of this Deed.

- 6.4 The Security Agent may place any or all deeds and other documents certifying, representing or constituting the title to any of the Secured Assets in any safe deposit, safe or receptacle or with any banker or banking company or companies whose business includes undertaking the safe custody of documents or any solicitor or firm of solicitors. The Security Agent may in its absolute discretion make such arrangements as it thinks fit for allowing the Chargor or its solicitors or auditors or other advisers access to or possession of any such deeds and other documents when necessary or convenient. The Security Agent shall not be responsible for any loss incurred in connection with any such deposit, access or possession.

7 PROTECTION OF THIRD PARTIES

No purchaser or other person dealing with the Security Agent shall be concerned to enquire whether any Enforcement Event has occurred or is continuing, whether any consents, regulations, restrictions or directions relating to the rights of the Security Agent have been obtained or complied with or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights or as to the application of any money borrowed or raised.

8 SET-OFF

Following any Enforcement Event the Security Agent may (but shall not be obliged to) set off against any obligation of the Chargor due and payable by it to or for the account of the Security Agent under this Deed and not paid on the due date or, where applicable, within any grace period for payment, any moneys held by the Security Agent for the account of the Chargor at any office of the Security Agent anywhere and in any currency, whether or not matured. If any such obligation is unliquidated or unascertained, the Security Agent may set off in an amount estimated by it in good faith to be amount of that obligation. The Security Agent may effect such currency exchanges as are appropriate to implement the set-off and any unusual charges and all applicable Taxes in relation to such currency exchanges shall be paid by the Chargor.

9 ENFORCEMENT

- 9.1 At any time on or after the occurrence of an Enforcement Event, the Security Agent shall be entitled, without any consent, notice or further notice, from or to the Chargor or any other person, either in its own name or in the name of the Chargor or otherwise and at the cost of the Chargor, to exercise all in such manner and upon such terms and conditions as the Security Agent thinks fit.

9.1.1 Notice of Enforcement

to give any notice or notices to any person, giving directions (which shall apply to the exclusion of any directions given at any time by or on behalf of the Chargor), regarding the exercise of all or any of the rights, powers, discretions and remedies which would (but for this Deed) be vested in the Chargor under and in respect of the Secured Assets,

9 1 2 Deal with Secured Assets

to sell, transfer, assign, exchange and otherwise dispose of or realise the Secured Assets either by public offer or auction, tender or private contract and for such consideration and on such other terms and conditions as the Security Agent shall in its absolute discretion determine and so that the Security Agent may (without limitation) do any of these things for a consideration consisting of cash, debentures, or other obligations or other valuable consideration of any kind and any such consideration may be payable or delivered in a lump sum or by instalments spread over such period as it may think fit and shall be applied by the Security Agent to reduce the Secured Liabilities,

9 1 3 Rights of Ownership

to exercise and do (or permit the Chargor to exercise and do) all such rights and things as the Security Agent would be entitled to exercise and do if it were the absolute owner of the Secured Assets and the registered holder of the Shares,

9 1 4 Claims

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions or demands with or by any person relating in any way to the Secured Assets,

9 1 5 Legal Actions

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Secured Assets,

9 1 6 Redemption of Security

to redeem any Security (whether or not having priority to this Charge) over the Secured Assets and to settle the accounts of the holders of any prior security,

9 1 7 Other Powers

to do all such other acts and things as it may, acting *bona fide*, consider necessary or expedient for the realisation of the Secured Assets or incidental to the exercise of any of the rights conferred on the Security Agent under or by

virtue of this Deed and to concur in the doing of anything which the Chargor has the right to do and to do any such thing jointly with any other person

9 2 Right of Appropriation

To the extent that any of the Secured Assets constitutes "financial collateral" and this Deed and the obligations of the Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226) (the "**Regulations**") the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities and may exercise such right to appropriate upon giving written notice to the Chargor. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be in the case of any shares, stocks, debentures, bonds or other securities or investments, the market price of such shares, stocks, debentures, bonds or other securities or investments determined by the Security Agent by reference to a public index (where such instruments are listed on a public index) or by such other commercially reasonable method of valuation as the Security Agent may select (including independent valuation) for the purposes of the Regulations

10 APPLICATION OF ENFORCEMENT PROCEEDS

10 1 All monies received by the Security Agent under or by virtue of this Deed following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Security Agent under this Deed, in the following order

10 1 1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Security Agent shall in its absolute discretion decide, and

10 1 2 secondly, any surplus shall be paid to the Chargor or any other person entitled thereto

10 2 Nothing contained in this Deed shall limit the right of the Security Agent (and the Chargor acknowledges that the Security Agent is so entitled) if and for so long as the Security Agent, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Security into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities

11 PROTECTION OF SECURITY

11 1 This Security shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the

generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities

- 11 2 This Security shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Security Agent may now or at any time hereafter hold for all or any part of the Secured Liabilities
- 11 3 No failure on the part of the Security Agent to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Deed or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Deed and any such other document are cumulative and not exclusive of any right or remedies provided by law
- 11 4 Each of the provisions in this Deed shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired by that occurrence
- 11 5 If the Security Agent or any other Finance Party receives or is deemed to be affected by notice, whether actual or constructive, of any subsequent security or other interest affecting any part of the Secured Assets and/or the proceeds of sale(s) thereof, the Security Agent and each other Finance Parties may open a new account or accounts in the name of the Chargor. If the Security Agent or such other Finance Party does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives or was deemed to have received notice and as from that time all payments made by the Chargor to the Security Agent (whether in its capacity as trustee or otherwise) or to another Finance Party shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount for which this Deed is security.
- 11 6 Neither this Security nor the rights, powers, discretions and remedies conferred upon the Security Agent by this Deed or by law shall be discharged, impaired or otherwise affected by reason of
 - 11 6 1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Security Agent being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Agent from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same, or
 - 11 6 2 the Security Agent compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Chargor or

any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Chargor or any other person, or

11 6 3 any act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Chargor from the Secured Liabilities, or

11 6 4 any legal limitation, disability, incapacity or other similar circumstance relating to the Chargor

11 7 The Security Agent shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Deed or by law, to

11 7 1 take any action or obtain judgement or decree in any court against the Chargor, or

11 7 2 make or file any claim to rank in a winding-up or liquidation of the Chargor, or

11 7 3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Security Agent, in respect of any of the Chargor's obligations under the Facility Agreement

12 FURTHER ASSURANCE

The Chargor shall, in addition and without prejudice to any other provision of this Deed, at the request of the Security Agent but at its own cost, promptly take whatever action the Security Agent may from time to time reasonably require

(a) to ensure that the security intended to be constituted by this Deed is and remains valid, legally binding and enforceable,

(b) to perfect, preserve or protect the security interests constituted or intended to be conferred on the Security Agent by or pursuant to this Deed or the priority of such security interests, and

(c) to facilitate the exercise of any and all of the rights vested or intended to be vested in the Security Agent or any Receiver by or pursuant to this Deed and to facilitate the realisation of the Security Assets,

and for such purposes it shall in particular (but without limitation), execute all such documents, transfers, conveyances, assignments and assurances in respect of the

Secured Assets and give all such notices, orders, instructions and directions as the Security Agent may reasonably consider necessary

13 MANDATE AND ATTORNEY

13 1 Appointment

(a) The Chargor hereby appoints, irrevocably and by way of security for the performance of its obligations under this Deed, the Security Agent and every delegate of the Security Agent severally to be attorney of the Chargor, on its behalf and in its name or otherwise and as its act and deed, at such time and in such manner as the attorney may think fit

(i) to take any action which it is obliged to take under this Deed but has not taken promptly following a request to do so from the Security Agent, and

(ii) to take whatever action may be required for enabling the Security Agent and any delegate of the Security Agent to exercise all or any of the rights, powers, authorities and discretions conferred on them by or pursuant to this Deed or by law,

and the taking of action by the attorney or attorneys shall (as between it and any third party) be conclusive evidence of its right to take such action

(b) The powers of attorney granted in Clause 13 1(a) (*Appointment*) shall be exercisable by the Security Agent or its delegate (as appropriate) upon or following an Enforcement Event or upon any failure of the Chargor to comply with the perfection requirements set out in this Deed in relation to the Transaction Security

13 2 The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatary or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 13

14 EXPENSES AND INDEMNITY

The Chargor must

14 1 promptly on demand pay the Security Agent all costs and expenses (including legal fees) reasonably incurred by it (and by any delegate of it) in connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents required under this Deed,

14 2 if an Obligor requests an amendment, waiver or consent, the Chargor shall, within three Business Days of demand, reimburse the Security Agent for the amount of all costs and expenses (including legal fees) reasonably incurred by the Security Agent (and by any

Receiver or delegate) in responding to, evaluating, negotiating or complying with that request or requirement

14.3

- (a) In the event of (i) a Default or (ii) the Security Agent considering it necessary or expedient or (iii) the Security Agent being requested by the Chargor or the Majority Lenders to undertake duties which the Security Agent and the Chargor agree to be of an exceptional nature and/or outside the scope of the normal duties of the Security Agent under the Finance Documents, the Chargor shall pay to the Security Agent any additional remuneration that may be agreed between them
- (b) If the Security Agent and the Chargor fail to agree upon the nature of the duties or upon any additional remuneration, that dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Security Agent and approved by the Chargor or, failing approval, nominated (on the application of the Security Agent) by the President for the time being of the Law Society of Scotland (the costs of the nomination and of the investment bank being payable by the Chargor) and the determination of any investment bank shall be final and binding upon the parties to this agreement

- 14.4 The Chargor shall, within three Business Days of demand, pay to the Security Agent and each other Secured Party the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of or the preservation of any rights under this Deed and any proceedings instituted by or against the Security Agent as a consequence of taking or holding the Security created by this Deed or enforcing these rights

15 ASSIGNATION BY THE SECURITY AGENT

The Security Agent may assign and transfer all of its rights and obligations under this Deed to a replacement Security Agent appointed in accordance with the terms of the Facility Agreement. Upon such assignation and transfer taking effect, the replacement Security Agent shall be and be deemed to be acting for itself and as trustee for the Secured Parties for the purposes of this Deed in place of the previous Security Agent

16 NOTICES

All notices, requests, demands and other communications to be given under this Deed shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 34 (Notices) of the Facility Agreement shall apply *mutatis mutandis* to this Deed as though that clause were set out in full in this Deed

17 **GOVERNING LAW AND JURISDICTION**

This Deed shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Security Agent, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish courts but without prejudice to the ability of the Security Agent to proceed against the Chargor in any other appropriate jurisdiction

18 **CONSENT TO REGISTRATION**

A certificate signed by any official, manager or equivalent account officer of the Security Agent shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time. The Chargor hereby consents to the registration of this Deed and of any such certificate for preservation

IN WITNESS WHEREOF these presents consisting of this and the preceding 14 pages together with the schedule annexed hereto are executed as follows

THE CHARGOR

SUBSCRIBED for and on behalf of
the said UNIVERSAL UTILITIES
LIMITED

at UNIVERSAL HOUSE, LONGLEY LANE, MANCHESTER, M22 4SY

on 12 January 2015

by PAUL DOHERTY


Print Full Name


Director

before this witness

ANGELA THOMAS

Print Full Name


Witness

Address

PEEL VILLA

262 PRESLOT ROAD

STHELENS, WA10 3HR

THE SECURITY AGENT

SUBSCRIBED for and on behalf of
the said CORTLAND CAPITAL
MARKET SERVICES LLC

at 225 W. Washington St., Suite 2100, Chicago, Illinois 60606

on January 20, 2015

by Emily Ergang Pappas
Print Full Name

Emily Ergang Pappas
Authorized Signatory

before this witness

Ryan Merrick
Print Full Name

[Signature]
Witness

Address

225 W. Washington St.

Suite 2100

Chicago, Illinois USA 60606

This is the Schedule referred to in the preceding deed of pledge granted by Universal Utilities Limited in favour of Cortland Capital Market Services Limited dated 12 and 20 January 2015

Shares in the Capital of the Company

Shareholder	Number of fully paid Shares of £1 each
Universal Utilities Limited	1000