

MR01

Particulars of a charge



Companies House

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

You can use the WebF
Please go to www.comp

☒ **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**
You may not use this form to
register a charge where the
instrument Use form MR01

FRIDAY



A24 *A3CEZ7FE* #124
18/07/2014
COMPANIES HOUSE

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 0 9 0 0 8 0 7 4

Company name in full ~~Wing Group Acquisitions Limited~~ DWF Apollo Midco
limited

For official use

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 1^d 4th 0^m 7th 2^y 0^y 1^y 4^y

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 Lloyds Bank Plc

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

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4	Brief description	
Brief description	<p>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</p> <p>NONE</p>	<p>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"</p> <p>Please limit the description to the available space</p>
5	Other charge or fixed security	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ¹	
	<p>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</p> <p><input type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06)</p>
9	Signature	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X Addleshaw Goddard LLP X</p> <p>This form must be signed by a person with an interest in the charge</p>	

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 **COVAHF/13845-2160**

Company name **ADDESKAW GODDARD LLP**

Address **100 BARBIROLLI SQUARE**

Post town **MANCHESTER**

Country/Region

Postcode **M2 3AB**

Country

DX

Telephone **0161 934 6265**



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: 9008074

Charge code: 0900 8074 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th July 2014 and created by UTILIGROUP ACQUISITIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2014.

Given at Companies House, Cardiff on 25th July 2014



Companies House



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

/3044987/GCST/5

Mortgage of a life policy to secure own liabilities of a company or a limited liability partnership

To be presented for registration at Companies House against the Mortgagor within 21 days of dating

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY (AS REDACTED) OF
THE ORIGINAL

Addleshaw Goddard LLP

DATE 14 July 2014
ADDLESHAW GODDARD LLP

To

Lloyds Bank plc

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Schedules

The First Schedule - The Policy

The Second Schedule - The Prior Mortgage(s)

THIS MORTGAGE DEED is 14 (day) day of July (month) 2014 (day)
made on the

At
BETWEEN OWF Apollo Midco Limited
(to be renewed)
Uthgroup Acquisitions Limited) (Company number 09008074)
1 Scott Place, 2 Hardman Street, Manchester,
United Kingdom. M3 3AA
(the "Mortgagor")

AND Lloyds Bank plc (Registered number 2065) (the "Bank") whose address for the purposes of this Mortgage is at
Mid Market Securities, Dept , 5th Floor, 110 St Vincent Street, Glasgow, G2 5ER (or at such other address as the
Bank may from time to time notify to the Mortgagor in writing for this purpose)

1 DEFINITIONS AND INTERPRETATION

1.1 In this Mortgage, so far as the context admits, the following words and expressions shall have the following meanings

"Act" means the Law of Property Act 1925,

"Insolvency Event" in relation to the Mortgagor means each of the following.

- (a) a meeting is convened for the purpose of considering a resolution to wind up the Mortgagor,
- (b) such a resolution as is mentioned in paragraph (a) is passed,
- (c) a meeting of the directors or members of the Mortgagor is convened for the purpose of considering a resolution to seek a winding up order, an administration order or the appointment of an administrator;
- (d) such a resolution as is mentioned in paragraph (c) is passed,
- (e) a petition for a winding up or an application for an administration order is made by the Mortgagor or its directors or members or is presented against the Mortgagor,
- (f) such an order as is mentioned in paragraph (e) is made,
- (g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Mortgagor or its directors or by the holder of a qualifying floating charge or a proposal is made for, or the Mortgagor becomes subject to, any voluntary arrangement;
- (h) a receiver (administrative or otherwise) is appointed over all or part of the Mortgagor's assets,
- (i) the Mortgagor takes part in any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Mortgagor's indebtedness,
- (j) the Mortgagor proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of the Mortgagor's creditors,
- (k) the Mortgagor suspends or threatens to suspend making payments to all or some of the Mortgagor's creditors,
- (l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing, or
- (m) the Bank has reasonable grounds for believing that any of the foregoing is imminent,

"Insurer" means the company or office issuing the Policy,

"Policy" means

- (a) the policy of life assurance specified in the First Schedule, and
- (b) any policy or policies issued in substitution for the policy referred to in paragraph (a) (whether in whole or in part)

"Prior Mortgage(s)" means the prior mortgage(s) or charge(s) (if any) described in the Second Schedule ;

"Secured Obligations" means

- (a) all money and liabilities and other sums hereby agreed to be paid by the Mortgagor to the Bank, and
- (b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 9, 10, 18 and 25) and all other obligations and liabilities of the Mortgagor under this Mortgage; and

"Value Added Tax" includes any other form of sales or turnover tax.

1 2 In this Mortgage:

- (a) The expressions the **"Mortgagor"** and the **"Bank"** where the context admits include their respective successors in title and/or assigns, whether immediate or derivative. Any consents under this Mortgage may be made or given in writing executed by any such successors or assigns of the Bank, and the Mortgagor hereby irrevocably appoints each of such successors and assigns to be its attorney in the terms and for the purposes set out in clause 7,
- (b) unless the context requires otherwise
 - (i) the singular shall include the plural and vice versa,
 - (ii) any reference to a person shall include an individual, company, corporation, limited liability partnership or other body corporate, joint venture, society or unincorporated association, organisation or body of persons (including without limitation a trust and a partnership) and any government, state, government or state agency or international organisation whether or not a legal entity. References to a person also include that person's successors and assigns whether immediate or derivative;
 - (iii) the expression **"this Mortgage"** shall mean this mortgage, and shall extend to every separate and independent stipulation contained herein,
 - (iv) any right, entitlement or power which may be exercised or any determination which may be made by the Bank under or in connection with this Mortgage may be exercised or made in the absolute and unfettered discretion of the Bank which shall not be under any obligation to give reasons therefor,
 - (v) references to any statutory provision (which for this purpose means any Act of Parliament, statutory Instrument or regulation or European directive or regulation or other European legislation) shall include a reference to any modification, re-enactment or replacement thereof for the time being in force, all regulations made thereunder from time to time and any analogous provision or rule under any applicable foreign law;
 - (vi) for the avoidance of any doubt, the rights, powers and discretions conferred upon the Bank by or pursuant to this Mortgage shall (unless otherwise expressly stated) apply and be exercisable regardless of whether a demand has been made by the Bank for the payment of the Secured Obligations or any of them and regardless of whether the power of sale or other powers and remedies conferred on

mortgagees by the Act or this Mortgage shall have arisen or become exercisable, and

- (vii) references to clauses, sub-clauses and schedules shall be references to clauses, sub-clauses and schedules of this Mortgage
- (c) if for any reason whatsoever this Mortgage shall not be, or shall cease to be, a valid and effective assignment of the Policy then this Mortgage shall take effect as an assignment of the beneficial interest of the Mortgagor in the Policy,
- (d) if there are two or more parties comprised in the expression the "Mortgagor" then
 - (i) any reference to the "Mortgagor" shall where the context permits include all or any one or more of such parties,
 - (ii) all covenants and agreements herein contained or implied on the part of the Mortgagor shall be deemed to be joint and several covenants on the part of such parties,
 - (iii) if for any reason whatsoever this Mortgage shall not be, or shall cease to be, binding on and effective against one or more of such parties, then this Mortgage shall take effect as an assignment of the beneficial interest of the other such party or parties in the Policy and over such other estate, right, title or interest in the Policy as such other party or parties may have,
 - (iv) any demand made under this Mortgage shall be deemed to have been duly made if made on any one or more of such parties, and
 - (v) if any one or more of such parties is not bound by the provisions of this Mortgage (whether by reason of its or their lack of capacity or improper execution of this Mortgage or for any other reason whatsoever) the remaining party or parties shall be and remain bound by the provisions of this Mortgage as if such other party or parties had never been party hereto.

1 3 The clause headings and marginal notes shall be ignored in construing this Mortgage

1 4 The perpetuity period applicable to any trust constituted by this Mortgage shall be eighty years

2 AGREEMENT TO PAY

The Mortgagor shall pay to the Bank in accordance with any relevant agreement between the Bank and the Mortgagor relating to the amounts hereby secured or, in the absence of any such agreement, on demand

- (a) all money and liabilities whether actual or contingent (including further advances made hereafter by the Bank) which now are or at any time hereafter may be due, owing or incurred from or by the Mortgagor to the Bank anywhere or for which the Mortgagor may be or become liable to the Bank in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law),
- (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Mortgagor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select,

- (c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Mortgagor, this Mortgage or the Policy (including any acts necessary to release the Policy from this security), or in preserving, defending or enforcing the security hereby created in all cases on a full and unqualified indemnity basis, and
- (d) fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to this Mortgage. Such fees shall be payable at such rate as may be specified by the Bank

3 INTEREST

The Mortgagor shall pay interest at the rate aforesaid on the money so due (whether before or after any judgment which may be obtained therefore) upon such days in each year as the Bank and the Mortgagor shall from time to time agree or, in the absence of such agreement, as the Bank shall from time to time fix and (without prejudice to the right of the Bank to require payment of such interest) all such interest shall be compounded (both before and after any demand or judgment) upon such days in each year as the Bank shall from time to time fix

4. MORTGAGE

4 1 The Mortgagor with full title guarantee hereby assigns to the Bank.

- (a) all money, including bonuses, that has accrued or may become payable under the Policy,
- (b) the benefit of all options and rights given to the Mortgagor in connection with the Policy, and
- (c) all the Mortgagor's rights, title and interest in and to the Policy,

as continuing security for the payment to the Bank of the Secured Obligations

4.2 If there are two or more parties comprised in the expression the "Mortgagor" each of such parties with full title guarantee hereby assigns all such party's rights, title and interest in and to the Policy to secure payment of the Secured Obligations

4 3 The security hereby constituted shall extend to all beneficial interests of the Mortgagor in the Policy and to any proceeds of sale or other realisation thereof or of any part thereof

4 4 This Mortgage shall bind the Mortgagor as a continuing security for the Secured Obligations notwithstanding that the liabilities of the Mortgagor to the Bank may from time to time be reduced to nil

4 5 The Mortgagor represents and warrants that, at the date that the Mortgagor executes this Mortgage

- (a) the Policy is valid and in force and no person, other than the Bank and the holder(s) of the Prior Mortgage(s), holds any security in respect of the Policy and no sums payable by any party in relation to the Policy are overdue,
- (b) the Mortgagor has made full disclosure in writing to the Bank of any information relating to the Policy and each right held by any other person in relation to the Policy which, in each case, would be material to the Bank in relation to the appropriateness or adequacy of the Policy as security for the Secured Obligations,
- (c) there are no restrictions on creating security over the Policy,
- (d) the Mortgagor has made full disclosure in writing to the Bank of each matter in respect of which the Bank has requested information from the Mortgagor in connection with this Mortgage, and
- (e) except for the Prior Mortgage(s) the Mortgagor is solely and beneficially entitled to the Policy

4 6 On repayment or discharge of all the Secured Obligations in full and provided the Bank is not under any form of obligation or liability to lend money or provide any other financial accommodation upon

the security of this Mortgage, the Bank shall, at the Mortgagor's request, re-assign the Policy to the Mortgagor. The Mortgagor shall pay all costs in connection with the re-assignment.

5 RESTRICTIONS

The Mortgagor shall not without the prior written consent of the Bank:

- (a) sell, assign, transfer or otherwise dispose of, or deal in any other way whatsoever with the Policy,
- (b) compound, release, exchange, set-off, discount, factor, or grant time or indulgence in respect of, any debt relating to the Policy or do anything whereby the recovery of any part of any such debt or any part of such proceeds may be impeded, delayed or prevented,
- (c) mortgage, charge or give any security of any kind to a third party over the Policy nor allow any such mortgage, charge or security to exist (other than the Prior Mortgage(s)),
- (d) enter into any contractual or other agreement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by sub-clause 5(c), or
- (e) give to any person any option or any other right in relation to the Policy

6 FURTHER ASSURANCE

The Mortgagor shall at any time if and when required by the Bank execute in favour of the Bank or as the Bank shall direct such security, powers of attorney and other legal documentation or give any instructions as the Bank shall require for perfecting its title to the Policy or for vesting and enabling the Bank to vest the same in its name or in the name of its nominees or in any purchaser and not to do or suffer anything whereby any entitlement of the Bank under any provision hereof may be impeded or its exercise delayed.

7 POWER OF ATTORNEY

7.1 For the purpose of securing the payment of the Secured Obligations and for securing any proprietary interest which the Bank has in the Policy, the Mortgagor irrevocably appoints the Bank and the persons deriving title under it and their substitutes (the "Attorney") jointly and also severally to be the Mortgagor's true and lawful attorney. For the purposes aforesaid the Attorney shall have the right to do anything which the Mortgagor may lawfully do and all the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing:

- (a) the right to do anything to procure the payment of each of the Secured Obligations and anything to facilitate the exercise of the Bank's rights under this Mortgage,
- (b) the right to act in the name of the Mortgagor;
- (c) the right to delegate and sub-delegate any or all of the rights of the Attorney; and
- (d) the right to sign, execute, seal, deliver and otherwise perfect any documents or instruments which the Bank may require for perfecting title to the Bank of the Policy or for vesting the same in the Bank, its nominees and any purchaser.

7.2 The Mortgagor ratifies and shall ratify everything done or purported to be done by the Attorney.

8. NO OBLIGATION TO TAKE ACTION

The Bank shall not be under any obligation to take any action in connection with or incidental to any claim or right which the Mortgagor may for the time being have in relation to the Policy, and the Bank shall be under no liability by reason of its having omitted to take any such action.

9. UNDERTAKINGS

9.1 The Mortgagor shall

- (a) pay when due all premiums and other sums needed to maintain the Policy. If so requested, the Mortgagor shall as soon as practicable give the Bank receipts for payment of those sums;
- (b) ensure that the Policy is and remains valid, and the Mortgagor shall not do anything which would prevent the Bank from receiving any money payable under the Policy;
- (c) not do, omit to do or suffer anything whereby any entitlement of the Bank under any provision of this Mortgage may be impeded or its exercise delayed, and
- (d) notify the Bank immediately on the occurrence of an Insolvency Event

9.2 If the Insurer attempts to avoid its obligations under the Policy, the Mortgagor shall immediately at the Mortgagor's own cost do whatever is necessary to keep the Policy in force. If the Insurer is relieved from its obligations under the Policy, the Mortgagor shall immediately at the Mortgagor's own cost do whatever is necessary to take out or to enable the Bank to take out a new Policy, in whatever manner and name is required by the Bank with whatever insurance company is approved or chosen by the Bank in a sum not less than (and having a surrender value not less than) the sum which was assured by the Policy including any bonuses declared or which have accrued on the Policy. If the Mortgagor does not take out the new policy when required to do so by the Bank, the Mortgagor authorises the Bank to take out the new policy in place of the Policy. Each new substituted policy, from the date it comes into being, shall be included within the definition of "Policy", shall be subject in all respects to this Mortgage and all of the provisions of this Mortgage shall apply to it.

9.3 The Mortgagor has not borrowed, and the Mortgagor shall not, without the Bank's prior written consent, borrow any money from the Insurer pursuant to or on the security of the Policy.

9.4 On request of the Insurer, the Mortgagor shall sign and give to the Insurer whatever documents and do whatever things the Insurer requires to maintain the Policy.

9.5 Unless any Prior Mortgage(s) is/are mentioned in the First Schedule, the Mortgagor hereby agrees immediately after executing this Mortgage to deposit any documents constituting or evidencing title to the Policy with the Bank.

9.6 If this Mortgage ranks after any Prior Mortgage(s)

- (a) the Mortgagor shall pay all sums when due and comply with all of the obligations under the Prior Mortgage(s), and
- (b) the Mortgagor shall not (without obtaining the Bank's prior written consent) increase the principal amount secured by the Prior Mortgage(s) in priority to this Mortgage.

10. DEFAULT

If the Mortgagor does not carry out any of its obligations under this Mortgage, the Bank itself shall be entitled to do whatever the Mortgagor has failed to do. In particular, but without limitation, if the Mortgagor does not pay any premiums or other sums due under the Policy when they become due, the Bank may pay them. Any amount so paid by the Bank shall be repayable by the Mortgagor on demand together with interest computed and payable as provided in clauses 2 and 3, and pending such payment, shall be secured hereby.

11. BANK'S POWERS

11.1 In addition to any other powers of the Bank (whether pursuant to this Mortgage or otherwise)

- (a) At any time after the Bank shall have demanded payment of any of the Secured Obligations or the Mortgagor shall have requested it so to do or an Insolvency Event shall have occurred the Bank may without further notice
 - (i) sell or dispose of the Policy in such manner as the Bank thinks fit,
 - (ii) surrender the Policy to the Insurer,
 - (iii) exchange the Policy for or convert the Policy into a paid up policy for whatever consideration and on whatever terms the Bank thinks fit, and

- (iv) exercise any rights or options in connection with the Policy
 - (b) Such power of sale shall operate as a variation and extension of the statutory power of sale under Section 101 of the Act but shall not be restricted by the provisions of Section 103 of the Act.
 - (c) In favour of a purchaser the Secured Obligations shall be deemed to have become due on the day on which demand for payment thereof is made by the Bank, and the statutory power of sale as hereby varied or extended shall be exercisable from and after that date, which date (without prejudice to the equitable right to redeem) shall be the redemption date
 - (d) The Bank, in exercising its powers of sale and disposal under this Mortgage, shall be at liberty to sell at such price and on such terms and conditions as it, in its sole discretion, thinks fit and shall not be under any duty or obligation to obtain the best or any particular price
 - (e) The Bank shall not be liable to the Mortgagor or any other person for any loss, damage, cost, expense or liability which the Mortgagor or any such person may suffer or incur as a direct or indirect result of the Bank exercising its powers under this Mortgage
- 11.2 In addition, the Bank may
- (a) take possession of, collect or get in the Policy and for that purpose the Bank may take any proceedings in the name of the Mortgagor or otherwise,
 - (b) effect, maintain, renew, claim under, settle or replace the Policy, and may exercise all rights under the Policy,
 - (c) settle, adjust, arrange or compromise any accounts, claims, questions or disputes whatsoever which may arise in connection with the Policy or in any way relating to this Mortgage. The Bank may also bring, take, defend, compromise, refer to arbitration or discontinue any proceedings whatsoever (whether civil, criminal or otherwise) in relation to such matters,
 - (d) make any arrangement or compromise with any person which the Bank considers appropriate,
 - (e) amend, add to, disclaim, abandon or disregard all or any of the Mortgagor's rights in relation to any person or the Policy, and allow time for payment of any debts either with or without security,
 - (f) incur, perform, repudiate, rescind, vary, modify, assign or novate any right or obligation of the Mortgagor to any person and do anything (including making payments) as the Bank considers may be necessary or incidental to the protection, improvement, preservation or realisation of the Policy or this Mortgage; and
 - (g) do anything (including executing and delivering deeds and other documents in the Mortgagor's name or on the Mortgagor's behalf) which the Bank considers appropriate for obtaining control or the use of, protecting, improving, preserving or realising the Policy or this Mortgage
- 11.3 The Bank or any of its officers shall be entitled to provide for the safe custody by any person of all documents (including certificates and documents of title) relating to the Policy and shall not be responsible for any loss or damage occurring to or in respect of those documents
- 12 PROTECTION OF THIRD PARTIES
- 12.1 No person (each a "Third Party", including any insurer, assurer, purchaser or security holder) dealing with the Bank or its employees or agents need enquire
- (a) whether any right, exercised or purported to be exercised by the Bank or its employees or agents, has become exercisable, or
 - (b) whether any of the Secured Obligations are due or remain outstanding, or

- (c) as to the propriety or regularity of anything done (including any sale or dealing or application of money paid, raised or borrowed) by the Bank or its employees and agents.
- 12 2 Each of those things shall (as between that Third Party on the one hand and the Bank or its employees and agents on the other hand) be deemed to be exercisable, due, outstanding, proper, regular and within the terms of this Mortgage (as the case may be) and to be fully valid and effective.
- 12 3 All the protections to purchasers contained in sections 104 and 107 of the Act apply to each Third Party
- 12 4 The Bank and its employees and agents may give receipts to any Third Party. The Mortgagor agrees that each receipt shall be an absolute and conclusive discharge to such Third Party and shall relieve such Third Party of any obligation to see to the application of any assets paid or transferred to or by the direction of the Bank, such employee or agent.
- 13 **MONEY HELD ON TRUST**
- Without prejudice to the rights and obligations hereby created, any money subject hereto which may be received by the Mortgagor shall be held in trust for the Bank and transferred or paid to it on demand.
- 14 **INDEMNITY**
- 14.1 The Mortgagor hereby agrees to indemnify the Bank and its employees and agents (as a separate covenant with each such person indemnified) against all loss incurred in connection with
- (a) any statement made by the Mortgagor or on the Mortgagor's behalf in connection with this Mortgage or the Policy being untrue or misleading,
 - (b) the Bank entering into any obligation with any person (whether or not the Mortgagor) at the request of the Mortgagor (or any person purporting to be the Mortgagor),
 - (c) any actual or proposed amendment, supplement, waiver, consent or release in relation to this Mortgage,
 - (d) the Mortgagor not complying with any of its obligations under this Mortgage, and
 - (e) any stamping or registration of this Mortgage or the security constituted by it,
- whether or not any fault (including negligence) can be attributed to the Bank or its employees and agents.
- 14 2 This indemnity does not and shall not extend to any loss to the extent that
- (a) in the case of any loss incurred by the Bank or its employees or agents it arises from the Bank or its employees and agents acting other than in good faith, or
 - (b) there is a prohibition against an indemnity extending to that loss under any law relating to this indemnity.
15. **NOTICE OF SUBSEQUENT CHARGES**
- If the Bank receives notice of any subsequent assignment, mortgage, security, charge or other interest affecting the Policy, the Bank may open a new account. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received such notice, and as from that time all payments made to the Bank in respect of any of the Secured Obligations shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount of the Secured Obligations owing at the time when the Bank received the notice.
- 16 **NOTICES AND DEMANDS**
- 16 1 Without prejudice to the provisions in sub-clause 1 2(d)(iv), any notice or demand by the Bank to or on the Mortgagor shall be deemed to have been sufficiently given or made if sent to the Mortgagor.

- (a) by hand or prepaid letter post to its registered office or its address stated herein or its address last known to the Bank, or
 - (b) by facsimile to the last known facsimile number relating to any such address or office
- 16 2 Without prejudice to the provisions in sub-clause 1.2(d)(iv), any such notice or demand given or made under sub-clause 16 1 shall be deemed to have been served on the addressee
- (a) at the time of delivery to the address referred to in sub-clause 16 1(a), if sent by hand,
 - (b) at the earlier of the time of delivery or 10.00 am on the day after posting (or, if the day after posting be a Sunday or any other day upon which no delivery of letters is scheduled to be made, at the earlier of the time of delivery or 10 00 am on the next succeeding day on which delivery of letters is scheduled to be made) if sent by prepaid letter post,
 - (c) at the time of transmission, if sent by facsimile (and a facsimile shall be deemed to have been transmitted if it appears to the sender to have been transmitted from a machine which is apparently in working order), or
 - (d) on the expiry of 72 hours from the time of despatch in any other case
- 16 3 Service of any claim form may be made on the Mortgagor in the manner described in sub-clause 16.1(a), in the event of a claim being issued in relation to this Mortgage, and shall be deemed to constitute good service
- 16 4 Any notice or communication from the Mortgagor to the Bank under the terms of this Mortgage shall be in writing and delivered by hand or sent by recorded delivery to the Bank at the Bank's address stated herein (or at such other address, as may be notified in writing by the Bank to the Mortgagor for this purpose) and will be effective only when actually received by the Bank. Any notice or communication must also be marked for the attention of such official (if any) as the Bank may for the time being have notified to the Mortgagor in writing
- 17 **CURRENCY CONVERSION**
- The Bank may at its sole discretion from time to time with or without notice to the Mortgagor, elect to convert all or any part of any sum received by the Bank pursuant to this Mortgage (in whole or in part) into the currency or currency unit or currencies or currency units of the whole or any part of the Secured Obligations (deducting from the proceeds of the conversion any currency premium or other expense). The Bank may take any such action as may be necessary for this purpose, including without limitation opening additional accounts. The rate of exchange shall be the Bank's spot rate for selling the currency or currency unit or currencies or currency units of the Secured Obligations or relevant part thereof for the currency or currency unit of the sum received by the Bank under this Mortgage at or about 11 00 am in London on the date that the Bank exercises its right of conversion under this Mortgage.
18. **PAYMENT AND COSTS**
- 18 1 If at any time the currency in which all or any part of the Secured Obligations are denominated is, is due to be or has been converted into the euro or any other currency as a result of a change in law or by agreement between the Bank and the relevant obligor, then the Bank may in its sole discretion direct that all or any of the Secured Obligations shall be paid in the euro or such other currency or in any currency unit
- 18.2 The Bank may apply, allocate or appropriate the whole or any part of any payment made by the Mortgagor under this Mortgage or any money received by the Bank under any guarantee, indemnity or third party security or from any liquidator, receiver or administrator of the Mortgagor or from the proceeds of realisation of the Policy to such part or parts of the Secured Obligations as the Bank may in its sole discretion think fit, to the entire exclusion of any right of the Mortgagor to do so
- 18 3 If any payment made by or on behalf of the Bank under this Mortgage includes an amount in respect of Value Added Tax, or if any payment due to the Bank under this Mortgage shall be in reimbursement of any expenditure by or on behalf of the Bank which includes an amount in respect of Value Added Tax, then such amount shall be payable by the Mortgagor to the Bank on demand with interest from the date of such demand computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby

18.4 Without prejudice to the generality of clause 2, the Mortgagor shall pay to the Bank (on a full and unqualified indemnity basis) all costs incurred or suffered by the Bank, and any receiver appointed by the Bank shall be entitled to recover as a receivership expense all costs incurred or suffered by him, in defending proceedings brought by any third party impugning the Bank's title to this Mortgage or the enforcement or exercise of the rights and remedies of the Bank or of any such receiver under this Mortgage. All such costs shall bear interest from the date such costs were incurred or suffered, computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.

18.5 All costs awarded to the Bank or agreed to be paid to the Bank in any proceedings brought by the Mortgagor against the Bank shall bear interest from the date of such award or agreement, computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.

19 NON-MERGER, ETC

19.1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security or any contractual or other right which the Bank may at any time have for any of the Secured Obligations or any right or remedy of the Bank thereunder. Any receipt, release or discharge of the security provided by, or of any liability arising under, this Mortgage shall not release or discharge the Mortgagor from any liability to the Bank for the same or any other money which may exist independently of this Mortgage, nor shall it release or discharge the Mortgagor from any liability to the Bank under the indemnity contained in clause 14.

19.2 Where this Mortgage initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of the money and liabilities owing under the principal security to which this Mortgage operates as a collateral or further security, this Mortgage shall be an independent security for the Secured Obligations.

19.3 This Mortgage is in addition to and is not to prejudice or be prejudiced by any other security or securities now or hereafter held by the Bank.

20. TRANSFERS BY THE BANK OR THE MORTGAGOR

20.1 The Bank may freely and separately assign or transfer any of its rights under this Mortgage or otherwise grant an interest in any such rights to any person or persons. On request by the Bank, the Mortgagor shall immediately execute and deliver to the Bank any form of instrument required by the Bank to confirm or facilitate any such assignment or transfer or grant of interest.

20.2 The Mortgagor shall not assign or transfer any of the Mortgagor's rights or obligations under this Mortgage, or enter into any transaction or arrangement which would result in any of those rights or obligations passing to or being held in trust for or for the benefit of another person.

21 PARTIAL INVALIDITY

Each of the provisions of this Mortgage shall be severable and distinct from one another and, if at any time any one or more of the such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

22. RESTRICTION ON LIABILITY OF THE BANK

Except to the extent that any such exclusion is prohibited or rendered invalid by law, neither the Bank nor its employees and agents shall

- (a) be liable to account as a mortgagee in possession for any sums other than actual receipts,
- (b) be liable for any loss upon realisation of, or for any action, neglect, or default of any nature whatsoever in connection with the Policy for which a mortgagee in possession might as such otherwise be liable,
- (c) be under any duty of care or other obligation of whatsoever description to the Mortgagor in relation to or in connection with the exercise of any right conferred upon the Bank and its employees and agents, or
- (d) be under any liability to the Mortgagor as a result of, or in consequence of, the exercise, or attempted or purported exercise, or failure to exercise any of their respective rights.

23 CONCLUSIVE EVIDENCE

A certificate by an official of the Bank as to the Secured Obligations shall (save for manifest error) be binding and conclusive on the Mortgagor in any legal proceedings both in relation to the existence of the liability and as to the amount thereof

24 NO RELIANCE ON THE BANK

24.1 The Mortgagor acknowledges and warrants to the Bank that, in entering into this Mortgage and incurring the Secured Obligations

- (a) the Mortgagor has not relied on any oral or written statement, representation, advice, opinion or information made or given to the Mortgagor in good faith by the Bank or anybody on the Bank's behalf, and the Bank shall have no liability to the Mortgagor if the Mortgagor has in fact so done,
- (b) the Mortgagor has made, independently of the Bank, the Mortgagor's own assessment of the viability and profitability of any purchase, project or purpose for which the Mortgagor has incurred the Secured Obligations, and the Bank shall have no liability to the Mortgagor if the Mortgagor has not in fact so done, and
- (c) there are no arrangements collateral or relating to this Mortgage, which have not been recorded in writing and signed on behalf of the Bank and the Mortgagor.

24 2 The Mortgagor agrees with the Bank that the Bank did not have prior to the date of this Mortgage, does not have and will not have any duty to the Mortgagor

- (a) in respect of the application by the Mortgagor of the money hereby secured, or
- (b) in respect of the effectiveness, appropriateness or adequacy of the security constituted by this Mortgage or of any other security for the Secured Obligations

24 3 The Mortgagor agrees with the Bank for itself and as trustee for its officials, employees and agents that neither the Bank nor its officials, employees or agents shall have any liability to the Mortgagor in respect of any act or omission by the Bank, its officials, employees or agents done or made in good faith

25 PRIOR MORTGAGE(S)

25.1 Any sale in exercise of the statutory or other powers and remedies may be made either subject to or discharged from all or any of the Prior Mortgage(s) and the Bank may settle and pass the accounts of any person or persons in whom all or any of the Prior Mortgage(s) may for the time being be vested, and any account so settled and passed shall as between the Bank and the Mortgagor be deemed to be properly settled and passed and shall be binding upon the Mortgagor accordingly

25 2 If the person or persons entitled to the benefit of all or any of the Prior Mortgage(s) shall call in the money thereby secured or shall take any step to enforce all or any of the Prior Mortgage(s), the Bank may thereupon pay off all or any of the Prior Mortgage(s) and take a transfer of the benefit thereof, and the moneys so expended by the Bank and all costs of and incidental to the transaction incurred by the Bank shall be secured hereby and shall bear interest, computed and payable as provided in clauses 2 and 3, from the date of the same having been expended

26 MISCELLANEOUS

26 1 Any amendment of or supplement to any part of this Mortgage shall only be effective and binding on the Bank and the Mortgagor if made in writing and signed by both the Bank and the Mortgagor. References to "this security" or to "this Mortgage" include each such amendment and supplement

26 2 The Mortgagor and the Bank shall from time to time amend the provisions of this Mortgage if the Bank notifies the Mortgagor that any amendments are required to ensure that this Mortgage reflects the market practice prevailing at the relevant time following the introduction of economic and monetary union and/or the euro in all or any part of the European Union

26 3 The Bank and the Mortgagor agree that the occurrence or non-occurrence of European economic and monetary union, any event or events associated with European economic and monetary union and/or the introduction of any new currency in all or any part of the European Union shall not result in the

discharge, cancellation, rescission or termination in whole or in part of this Mortgage or give any party hereto the right to cancel, rescind, terminate or vary this Mortgage in whole or in part

- 26 4 Any waiver, consent, receipt, settlement or release given by the Bank in relation to this Mortgage shall only be effective if given in writing and then only for the purpose for and upon any terms on which it is given.
- 26 5 For the purpose of exercising, assigning or transferring its rights under this Mortgage, the Bank may disclose to any person any information relating to the Mortgagor which the Bank has at any time.
- 26 6 The restriction on the right of consolidating mortgages contained in Section 93 of the Act shall not apply to this Mortgage or any further or other security entered into pursuant to this Mortgage
- 26 7 Any change in the constitution of the Bank or its absorption of or amalgamation with any other person shall not in any way prejudice or affect its or their rights under this Mortgage, and the expression "Bank" shall include any such other person
- 26 8 The Bank shall be entitled to debit any account for the time being of the Mortgagor with the Bank with any sum falling due to the Bank under this Mortgage
- 26 9 This document shall at all times be the property of the Bank

27 LAW AND JURISDICTION

- 27 1 This Mortgage and any dispute (whether contractual or non-contractual, including, without limitation, claims in tort, for breach of statutory duty or on any other basis) arising out of or in connection with it or its subject matter ("Dispute") shall be governed by and construed in accordance with the law of England and Wales
- 27 2 The parties to this Mortgage irrevocably agree, for the sole benefit of the Bank, that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any Dispute. Nothing in this clause shall limit the right of the Bank to take proceedings against the Mortgagor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

IN WITNESS whereof the Mortgagor has executed this Mortgage as a deed and has delivered it upon its being dated

**THE FIRST SCHEDULE
THE POLICY**

Name of person whose Life is assured	Date of policy	Insurer/Office	Policy number	Sum Assured (exclusive of bonuses)	Term date
Andrew Michael Green	20/06/2014	AEGON	L0192735673	£ 500,000 00	20/06/2019

**THE SECOND SCHEDULE
THE PRIOR MORTGAGE(S)**

Insert particular of prior mortgage(s)

Date of Mortgage(s)	Prior	Parties

Use this execution clause if the Mortgagor is a Company and is to execute acting by two directors or one director and the company secretary.

Executed as a deed by ^{via} DWF Apollo Midco Limited

(to be removed) Utiligroup Acquisitions Limited)

acting by

Director

Director/Company Secretary

Use this execution clause if the Mortgagor is a Company and is to execute acting by only one director

Executed as a deed by ^{via} DWF Apollo Midco Limited

(to be removed) Utiligroup Acquisitions Limited)

acting by


_____
Director

In the presence of

Witness' name

A MACKINNON

Witness' Signature



Witness' Address

DWF LLP
1 Scott Place
2 Hardman Street
Manchester M3 3AA

Witness' occupation

SOLICITOR

Use this execution clause if the Mortgagor a limited liability partnership

Executed as a deed by

Acting by

Member

Member

THIS RE-ASSIGNMENT is made on the	<div style="text-align: center;">day of</div>		
<p>The Bank hereby re-assigns to the mortgagor all of the policy money, benefit, rights and interests assigned by this Mortgage freed from the Secured Obligations and all other claims under or in relation to this Mortgage PROVIDED THAT this Re-Assignment shall not discharge the Mortgagor from any liability remaining to be paid to the Bank or any other security held by the Bank.</p> <p>IN WITNESS whereof the Bank has executed this Re-Assignment as a deed and has delivered it upon its being dated</p>		Signed as a deed by <div style="border: 1px solid black; height: 30px;"></div>	
		Signature <div style="border: 1px solid black; height: 70px;"></div>	
		As attorney for and on behalf of Lloyds Bank plc, in the presence of.	
		Witness' name <div style="border: 1px solid black; height: 40px;"></div>	
		Witness' signature <div style="border: 1px solid black; height: 50px;"></div>	