



Registration of a Charge

Company name: **CONFORCE LIMITED**

Company number: **SC291535**



X548PC57

Received for Electronic Filing: **05/04/2016**

Details of Charge

Date of creation: **04/04/2016**

Charge code: **SC29 1535 0009**

Persons entitled: **SANTANDER UK PLC, THE LENDER AS DEFINED IN THE INSTRUMENT
ACCOMPANYING THIS FORM MR01**

Brief description:

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

JAMES WILSON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 291535

Charge code: SC29 1535 0009

The Registrar of Companies for Scotland hereby certifies that a charge dated 4th April 2016 and created by CONFORCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2016 .

Given at Companies House, Edinburgh on 5th April 2016

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEED OF CONFIRMATION
BY
THE OBLIGORS
listed in Part 1 of the Schedule
IN FAVOUR OF
SANTANDER UK PLC
as Lender

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DEED OF CONFIRMATION

BY

- (1) **THE OBLIGORS** listed in Part 1 of the Schedule (each an "Obligor" and together the "Obligors");

In favour of

- (2) **SANTANDER UK PLC** a company incorporated under the Companies Acts (Registered Number 02294747) and having its Registered Office at 2 Triton Square, Regent's Place, London NW1 3AN as lender (the "Lender").

WHEREAS:

- (A) The Obligors and the Lender have entered into a senior multicurrency term and revolving facilities agreement dated 13 October 2014 as amended and restated pursuant to amendment and restatement agreements dated 16 December 2014, 3 June 2015 and 31 December 2015 (the "**Facilities Agreement**").
- (B) Pursuant to the terms of the Facilities Agreement, each Obligor granted in favour of the Lender various security documents including, but not limited to, those listed in Part 2 of the Schedule (the "**Security Documents**").
- (C) The Obligors and the Lender have agreed to amend and restate the Facilities Agreement pursuant to the terms of an amendment and restatement agreement (the "**Amendment and Restatement Agreement**") dated on or about the date of this Deed between the Obligors and the Lender.
- (D) Under the terms of the Amendment and Restatement Agreement, the Obligors are required to enter into this Deed to confirm the terms of the Security Documents.

IT IS AGREED as follows:

1. GENERAL

Terms defined in the Facilities Agreement (as amended and/or as amended and restated pursuant to the Amendment and Restatement Agreement) have the same meaning when used in this Deed.

2. CONFIRMATION AND AMENDMENT

Each Obligor irrevocably and unconditionally confirms for the benefit of the Lender that:

- 2.1 the Security Documents and the security granted thereunder remain in full force and effect notwithstanding the entry into this Deed and the Amendment and Restatement Agreement;

- 2.2 paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to the floating charges listed in Part 2 of the Schedule;
- 2.3 with effect on and from the date of this Deed, the Security Documents will be supplemented by this Deed so that all references in the Facilities Agreement or any document related to the Facility Agreements (including any Security Documents) (a "**Finance Document**") to the Transaction Security Documents shall include this Deed and this Deed shall be read as one with the Transaction Security Documents; and
- 2.4 with effect on and from the date of this Deed, any reference in any Finance Document to a Finance Document will include such Finance Document as amended, varied, supplemented, novated, restated or replaced from time to time.

3. **COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

4. **PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

5. **GOVERNING LAW**

This Deed is governed by Scots law.

IN WITNESS WHEREOF this deed of confirmation consisting of this and the preceding 2 pages and the attached Schedule is executed as follows:

Subscribed for and on behalf of
THE DUNNE GROUP LIMITED

by

..... GORDON DUNNE..... (name)

..... (signature)

a director

at BATHGATE..... (place)

on 31.3.2016..... (date)

in the presence of this witness

..... S. HILLIER..... (name)

40 INCHMUR RD..... (Address)

..... BATHGATE.....

..... (signature)

Subscribed for and on behalf of
**DUNNE BUILDING AND
CIVIL ENGINEERING LIMITED**

by

..... GORDON DUNNE..... (name)

..... (signature)

a director

at BATHGATE..... (place)

on 31.3.2016..... (date)

in the presence of this witness

..... S. HILLIER..... (name)

40 INCHMUR RD..... (Address)

..... BATHGATE.....

..... (signature)

Subscribed for and on behalf of
DUNNE CONCRETE FLOORING LIMITED

by

..... GORDON DUNNE (name)

..... (signature)

a director

at BATHGATE (place)

on 31.3.2016 (date)

in the presence of this witness

..... S. HILLIER (name)

..... (signature)

..... c/o INCHMUIR RD (Address)

..... BATHGATE

Subscribed for and on behalf of
DUNNE DEVELOPMENTS LIMITED

by

..... GORDON DUNNE (name)

..... (signature)

a director

at BATHGATE (place)

on 31.3.2016 (date)

in the presence of this witness

..... S. HILLIER (name)

..... (signature)

..... c/o INCHMUIR RD (Address)

..... BATHGATE

Subscribed for and on behalf of
CLR PLANT HIRE LIMITED

by

...GORDON DUNNE... (name)

(signature)

a director

at ...BATHGATE... (place)

on ...31.3.2016... (date)

in the presence of this witness

...S. HILLIER... (name)

(signature)

c/o INCHMUR RD (Address)

...BATHGATE...

Subscribed for and on behalf of
CONFORCE LIMITED

by

...GORDON DUNNE... (name)

(signature)

a director

at ...BATHGATE... (place)

on ...31.3.2016... (date)

in the presence of this witness

...S. HILLIER... (name)

(signature)

c/o INCHMUR RD (Address)

...BATHGATE...

Subscribed for and on behalf of the said
SANTANDER UK PLC

by

PAUL CUNNINGHAM..... (name)

(signature)

an Authorised Signatory

at LONDON..... (place)

on 30 MARCH 2016..... (date)

In the presence of this witness

NATASHA HARBINSON (name)

(signature)

2 TRITON SQUARE (address)

LONDON NW1 3AN

DATE OF DELIVERY..... 4 APRIL 2016.....

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING DEED OF CONFIRMATION BETWEEN
THE OBLIGORS AND SANTANDER UK PLC

SCHEDULE

PART 1

THE OBLIGORS

Name of Obligor	Original Jurisdiction	Registration number
The Dunne Group Limited	Scotland	SC255658
CLR Plant Hire Limited	Scotland	SC255869
Conforce Limited	Scotland	SC291535
Dunne Building and Civil Engineering Limited	Scotland	SC218850
Dunne Concrete Flooring Limited	Scotland	SC256528
Dunne Developments Limited	Scotland	SC250435

PART 2
SECURITY DOCUMENTS

Obligor	Registered Number	Security	Date of Creation	Date of Registration at Companies House
The Dunne Group Limited	SC255658	Bond and Floating Charge	9 October 2014	17 October 2014
		Assignment in Security of Life Policy	16 January 2015	16 January 2015
Dunne Building and Civil Engineering Limited	SC218850	Bond and Floating Charge	9 October 2014	17 October 2014
Dunne Concrete Flooring Limited	SC256528	Bond and Floating Charge	9 October 2014	17 October 2014
Dunne Developments Limited	SC250435	Bond and Floating Charge	9 October 2014	17 October 2014
		Standard Security (Title Number: GLA110726)	21 October 2014	28 October 2014
		Standard Security (Title Number: WLN32120)	21 October 2014	28 October 2014
		Standard Security (Title Number: WLN35208)	21 October 2014	28 October 2014
CLR Plant Hire Limited	SC255869	Bond and Floating Charge	9 October 2014	17 October 2014
Conforce Limited	SC291635	Bond and Floating Charge	9 October 2014	17 October 2014

.....
(DUNNE DEVELOPMENTS LIMITED)

.....
(SANTANDER UK PLC)

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CLR Plant Hire Limited	SC255869	Bond and Floating Charge	9 October 2014	17 October 2014
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...
(DUNNE DEVELOPMENTS LIMITED)

.....
(SANTANDER UK PLC)

.....
 (THE DUNNE GROUP LIMITED)

.....
 (DUNNE BUILDING AND CIVIL
 ENGINEERING)

.....
 (DUNNE CONCRETE FLOORING LIMITED)

.....
 (CLR/PLANT HIRE LIMITED)

.....
 (CONFORCE LIMITED)

BOND AND FLOATING CHARGE

granted by

CONFORCE LIMITED

in favour of

SANTANDER UK PLC
as Lender

THIS BOND AND FLOATING CHARGE is granted by

- (1) **CONFORCE LIMITED** (registered number SC291535) having its registered office at Dunne Group, Inchmuir Road, Whitehill Industrial Estate, Bathgate, West Lothian, EH48 2EW (the "Chargor");

in favour of

- (2) **SANTANDER UK PLC** (the "Lender").

WHEREAS:

- (A) The Lender has agreed to make available to certain of the Obligors certain loan or other financial facilities.
- (B) It is a condition precedent to those facilities being made available that the Chargor grants this Floating Charge.

NOW THIS FLOATING CHARGE WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Floating Charge:

"Administrator" means any person appointed as an administrator pursuant to paragraph 14 of Schedule B1 to the Insolvency Act.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in London and:

- (a) (in relation to any date for payment or purchase of a currency other than euro) the principal financial centre of the country of that currency; or
- (b) (in relation to any date for payment or purchase of euro) any TARGET Day.

"Charged Assets" means the whole of the property, assets and undertaking (including uncalled capital) both present and future of the Chargor.

cautioner or surety or in any other capacity whatsoever) of any Obligor to the Lender (and whether originally owing to the Lender or purchased or acquired by the Lender), except for any obligation or liability which, if it were so included, would result in this Floating Charge contravening any law.

"TARGET2" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilises a single shared platform and which was launched on 19 November 2007.

"TARGET Day" means any day on which TARGET2 is open for the settlement of payments in euro.

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in this Floating Charge to:

- (a) any **"Chargor"**, **"Lender"**, **"Obligor"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (b) **"assets"** includes present and future properties, revenues and rights of every description;
- (c) a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as from time to time amended, novated, supplemented, replaced, extended or restated in whole or in part;
- (d) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (e) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (f) a provision of law is a reference to that provision as from time to time amended or re-enacted;

extent that such interest is charged on such amount pursuant to the relevant Finance Document and itself constitutes a Secured Obligation.

3. FLOATING CHARGE

3.1 Floating charge

The Chargor in security for the payment of all the Secured Obligations grants with absolute warrantice a floating charge in favour of the Lender over the Charged Assets.

3.2 Priority

3.2.1 The floating charge created by Clause 3.1 (*Floating charge*) shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any Fixed Security (other than any Fixed Security granted by the Chargor in favour of the Lender which shall rank in priority to the floating charge created by Clause 3.1 (*Floating charge*)) and to any other floating charge.

3.2.2 The Chargor shall not, without the prior written consent of the Lender, create or permit to exist any Fixed Security or floating charge over all or any part of the Charged Assets which ranks in priority to or equally with the floating charge created by Clause 3.1 (*Floating charge*) except for any Fixed Security granted by the Chargor in favour of the Lender.

3.3 Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3.1 (*Floating charge*) so that the floating charge created by Clause 3.1 (*Floating charge*) shall be a "qualifying floating charge" for the purposes of that paragraph.

3.4 Restrictions on the creation of security

If security cannot be created in respect of any asset of the Chargor without the consent of any third party:

3.4.1 the Chargor must notify the Lender promptly upon becoming aware of the same;

3.4.2 this Floating Charge shall not create any security in respect of that asset except to the extent permitted without the consent of any third party but will secure all amounts which the Chargor may receive in respect of that asset;

- 4.3.4 to enforce or seek to enforce any other security taken in respect of any of the obligations of the Chargor or any other person under the Finance Documents.

4.4 Waiver of defences

The obligations of the Chargor under this Floating Charge will not be affected by any act, omission or circumstances which, but for this Clause 4.4 (*Waiver of defences*), might operate to release, discharge, impair or otherwise affect any of the obligations of the Chargor under this Floating Charge or any of the rights, powers or remedies conferred upon the Lender by the Finance Documents or by law including (but without limitation) and whether or not known to the Chargor or the Lender:

- 4.4.1 any time, waiver or consent granted to, or composition with, any Obligor or other person;
- 4.4.2 the release of any other Obligor or any other person from its obligations under any Finance Document or any security or guarantee granted in connection therewith;
- 4.4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 4.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- 4.4.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 4.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 4.4.7 any insolvency or similar proceedings.

5. RESTRICTION ON DEALINGS

Save as expressly permitted by the Finance Documents, the Chargor will not create or permit to subsist any Encumbrance on any part of the Charged Assets or, otherwise than in the ordinary course of trading, dispose of or otherwise deal with any part of the Charged Assets.

6. REPRESENTATIONS AND WARRANTIES

6.1 Representations and warranties

The Chargor represents and warrants to the Lender that:

- 6.1.1 it is duly incorporated and validly existing under the laws of its place of incorporation;
- 6.1.2 it has the power to grant this Floating Charge and to perform its obligations hereunder;
- 6.1.3 it has taken all necessary corporate action to authorise the execution and delivery of this Floating Charge and to authorise the performance of its obligations hereunder;
- 6.1.4 subject to the registration of this Floating Charge with the Registrar of Companies in Edinburgh in accordance with section 878 of the Companies Act 2006, this Floating Charge constitutes a legal, valid, binding and enforceable obligation of the Chargor;
- 6.1.5 neither the granting of this Floating Charge by the Chargor nor the performance of its obligations hereunder will contravene any law or regulation or any agreement to which the Chargor is a party or by which it is bound nor will it cause any limitation of any of the powers of the Chargor however imposed or the right or ability of the directors to exercise any such powers to be exceeded;
- 6.1.6 it has not granted or created, nor is there outstanding, any Encumbrance over any of the Charged Assets save for any Encumbrance in favour of the Lender;
- 6.1.7 all authorisations required for the entry into, performance, validity and enforceability of this Floating Charge by the Chargor have been obtained and are in full force and effect; and
- 6.1.8 this Floating Charge creates those security interests it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

6.2 Repetition

limitation, the Chargor) in relation to the administration, receivership, winding-up or dissolution of the Chargor; and

- 7.1.7 maintain its centre of main interests (COMI), for the purposes of the Council Regulation (EC) No 1346/2000 on Insolvency Proceedings, in the United Kingdom.

7.2 Insurance undertakings

The Chargor shall:

- 7.2.1 maintain such insurances of such types, in such amounts, against such risks and with such companies as the Lender shall from time to time approve in writing and shall cause the name of the Lender to be endorsed on the policy as joint insured or otherwise as the Lender shall direct;
- 7.2.2 apply any monies received from any insurances in making good the loss or damage in respect of which the monies were received or at the option of the Lender in repayment of the Secured Obligations; and
- 7.2.3 hold any monies received from any insurances pending application in accordance with Clause 7.2.2 on trust for the Lender.

7.3 Property undertakings

The Chargor shall:

- 7.3.1 comply with all covenants, obligations and conditions relating to the freehold, heritable or leasehold property owned or occupied by the Chargor and indemnify the Lender in respect of any breach of those obligations, covenants and conditions;
- 7.3.2 at all reasonable times permit the Lender and its representatives access to any freehold, heritable or leasehold property owned by the Chargor from time to time and to take any action the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any covenant, stipulation or term of this Floating Charge;
- 7.3.3 perform all terms on its part in any lease, agreement for lease or other agreement or document which gives the Chargor a right to occupy or use any property;
- 7.3.4 not agree to the terms of any rent review or agree to or permit any alteration, variation or addition to the terms of any lease of any property without the prior written consent of the Lender;

- 7.3.14 not grant or enter into any easements, wayleaves, servitudes or similar arrangements in respect of any of the freehold, heritable or leasehold property owned by the Chargor without the prior written consent of the Lender.

8. WHEN SECURITY BECOMES ENFORCEABLE

The security created by this Floating Charge will become immediately enforceable if:

- 8.1 an Event of Default has occurred which is continuing;
- 8.2 the Chargor has failed to pay all or any of the Secured Obligations following a demand for payment by the Lender;
- 8.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to appoint an administrator in respect of the Chargor;
- 8.4 any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to wind up or dissolve the Chargor or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Chargor or any part of its undertaking or assets;
- 8.5 a request is made by the Chargor for the appointment of a Receiver or administrator.

9. RECEIVERS AND ADMINISTRATORS

9.1 Appointment and Removal

Without prejudice to the provisions of the Insolvency Act, at any time after having been requested to do so by the Chargor or at any time after the security created by this Floating Charge has become enforceable in accordance with Clause 8 (*When security becomes enforceable*), the Lender may by instrument in writing (under seal, by deed or otherwise under hand), without prior notice to any Chargor:

- 9.1.1 (subject to section 72A of the Insolvency Act) appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
- 9.1.2 remove (so far as it is lawfully able) any Receiver so appointed;
- 9.1.3 appoint another person(s) as an additional or replacement Receiver(s); and

- 9.3.7 power to repair, renew or improve plant, machinery, implements, furniture, equipment and other effects of the Chargor in or on the Charged Assets;
- 9.3.8 power to settle or compromise or submit to arbitration any claim or claims on or against the Charged Assets or claim or dispute arising out of the Charged Assets;
- 9.3.9 power to disclaim, abandon or disregard all or any of the outstanding contracts of the Chargor and to allow time for payment by or to the Chargor of any debts either with or without security;
- 9.3.10 power to manage and carry on or concur in managing or carrying on upon the Charged Assets any type of trade or business and to enter and perform such contracts and arrangements and incur any obligations in relation thereto;
- 9.3.11 power to make or exercise an election pursuant to paragraphs 2 and 3 of Schedule 10 to the Value Added Tax Act 1994 in relation to the Charged Assets or exercise any option or right of election available to the Chargor or the Lender or the Receiver that the supplies made in respect of any lease or tenancy of any part of the Charged Assets shall be supplies chargeable or taxable for value added tax purposes at the standard or other applicable rate provided always that neither the Lender nor the Receiver shall be liable for any loss suffered by the Chargor as a result and to execute all documents, and perform such acts or things as a result and to execute all documents, and perform such acts or things as maybe necessary to permit any disposal of the Charged Assets to be zero-rated for the purposes of value added tax;
- 9.3.12 power to exercise all voting and other rights attaching to stocks, shares and other securities comprising or comprised within the Charged Assets;
- 9.3.13 power to exercise in relation to any Charged Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Charged Asset; and
- 9.3.14 power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Floating Charge or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the Chargor; the preservation, improvement, collection and/or realisation of Charged Assets; and the execution of documents in the name of the Chargor (whether under hand, or by way of deed or by utilisation of the company seal of the Chargor).

or the Receiver under this Floating Charge whether arising by statute, the provisions hereof or otherwise upon such terms and for such periods of time as it may think fit and may determine any such delegation.

- 10.3.2 Neither the Lender nor any Receiver will be liable to the Chargor for any loss or damage arising from any act, default, omission or misconduct of any such delegate, and references in this Floating Charge to the Lender or to any Receiver will where the context so admits include references to any delegates so appointed.

11. SET OFF

The Lender may set-off any matured obligation due from the Chargor under the Finance Documents against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

12. EXPENSES AND INDEMNITY

12.1 Expenses

The Chargor shall pay to the Lender and each Receiver, attorney or delegate duly appointed by the Lender under this Floating Charge the amount of all costs and expenses (including legal fees and together with any applicable value added tax) properly incurred by it in connection with:

- 12.1.1 the preparation, negotiation and execution of this Floating Charge;
- 12.1.2 the perfection of any security created or purported to be created pursuant to this Floating Charge; and
- 12.1.3 the enforcement and preservation of its rights under this Floating Charge.

12.2 Indemnity

The Chargor shall indemnify the Lender and each Receiver from and against all losses, costs, expenses, claims, demands and liabilities whether in contract, delict, tort or otherwise (together with any applicable value added tax) reasonably and properly incurred by the Lender or that Receiver or by any employee, agent or delegate of the Lender or any Receiver in connection with anything done or omitted under this Floating Charge or any other document relating to it, or in the exercise or attempted or purported exercise of the powers contained in this Floating Charge or occasioned by any breach by the Chargor of any of its undertakings or other obligations to the

16. SEVERABILITY

If any of the provisions of this Floating Charge is or becomes invalid, illegal or unenforceable that shall not affect the validity, legality and enforceability of any other provision in this Floating Charge.

17. EVIDENCE AND CALCULATIONS

Any certificate or determination by the Lender as to the amount of the Secured Obligations shall, in the absence of manifest error, be conclusive and binding on the Chargor for all purposes.

18. APPLICATION OF PROCEEDS

18.1 Application of proceeds

Any moneys received by the Lender or any Receiver after the security created by this Floating Charge has become enforceable in accordance with Clause 8 (*When security becomes enforceable*) shall be applied in the following order of priority:

18.1.1 in or towards payment of or provision for all costs and expenses (including legal fees and any fees, costs and expenses arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise) incurred by the Lender or any Receiver under or in connection with this Floating Charge and of all remuneration due to any Receiver under or in connection with this Floating Charge;

18.1.2 in or towards payment of or provision for the Secured Obligations; and

18.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

18.2 Other claims

The provisions of Clause 18.1 (*Application of Proceeds*) are subject to the payment of any claims having priority over the security created by this Floating Charge. This Clause does not prejudice the right of the Lender to recover any shortfall from the Chargor.

21.2 Ratification

The Chargor ratifies and confirms whatever any such attorney mentioned in Clause 21.1 (*Appointment and powers*) shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such Clause.

22. TRANSFERS**22.1 Transfer by Chargor**

The Chargor may not assign or otherwise transfer its rights and obligations under this Floating Charge.

22.2 Transfer by Lender

The Lender may assign and transfer all or any of its rights and obligations under this Floating Charge to any person which becomes a new or additional lender in accordance with the terms of any Finance Document. The Lender shall be entitled to disclose such information concerning the Chargor and this Floating Charge as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

23. NOTICES**23.1 Communications in writing**

Any communication to be made under or in connection with this Floating Charge shall be made in writing and, unless otherwise stated, may be made by fax or letter.

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Floating Charge is that identified with its name below or any substitute address or fax number or department or officer as either party may notify to the other by not less than five Business Days' notice.

23.3 Delivery

23.3.1 Any communication or document made or delivered by one person to another under or in connection with this Floating Charge will only be effective:

26. **GOVERNING LAW**

This Floating Charge shall be governed by, and construed in accordance with, the laws of Scotland.

IN WITNESS WHEREOF this Floating Charge consisting of this and the preceding 22 pages is executed as follows:

Chargor

Executed (but not delivered until the date of delivery specified below) for and on behalf of

CONFORCE LIMITED

by GORDON ALAN DUNNE

and

at BATHGATE

on 9 OCTOBER 2014

in the presence of this witness:

..... Witness

DAVID ROSS WARD HARRIS Full name

..... Address

.....

..... Director

..... Director/Secretary

Lender

Executed (but not delivered until the date of delivery specified below) for and on behalf of

SANTANDER UK PLC

as Lender

by

..... Authorised Signatory

in the presence of this witness:

..... Witness

NAAMAN KHALEEL SHAEL Full name

..... Address

.....

Date of delivery: 13 October 2014