



Registration of a Charge

Company name: **CONFORCE LIMITED**

Company number: **SC291535**

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



X548PSC8

Details of Charge

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

Charge code: **SC29 1535 0010**

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

Brief description:

Contains fixed charge(s).

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 0010

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 6th 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

DATED 4 APRIL 2016

DEED OF CONFIRMATION

by

THE OBLIGORS
listed in Schedule 1

in favour of

SANTANDER UK PLC
as Lender

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THIS DEED OF CONFIRMATION is made as a deed on 4 APRIL 2016

between

- (1) THE OBLIGORS listed in Schedule 1 (each an "Obligor" and together the "Obligors"); and
- (2) SANTANDER UK PLC (registered number 022994747) and having its registered office at 2 Triton Square, Regent's Place, London NW1 3AN (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 Schedule 2 (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 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 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 Finance Documents to the Transaction Security Documents shall include this Deed and this Deed shall be read as one with the Transaction Security Documents; and

2.3 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 English law.

IN WITNESS WHEREOF this Deed has been executed as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1

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

SCHEDULE 2

Security Documents

Obligor	Registered Number	Security	Date of Creation	Date of Registration at Companies House
The Dunne Group Limited	SC255658	Assignment in Security	13 October 2014	17 October 2014
Dunne Building and Civil Engineering Limited	SC218850	Assignment in Security	13 October 2014	17 October 2014
Dunne Concrete Flooring Limited	SC256528	Assignment in Security	13 October 2014	17 October 2014
Dunne Developments Limited	SC260435	Assignment in Security	13 October 2014	17 October 2014
		Legal Charge (Title Number: YY8813)	13 October 2014	17 October 2014
		Legal Charge (Title Number: GM959328)	13 October 2014	17 October 2014
CLR Plant Hire Limited	SC255869	Assignment in Security	13 October 2014	17 October 2014
Conforce Limited	SC291535	Assignment in Security	13 October 2014	17 October 2014

EXECUTION PAGE

THE OBLIGORS

Executed for and on behalf of

THE DUNNE GROUP LIMITED

by

GORDON DUNNE (name)

(signature)

a director

in the presence of this witness

S. MILLER (name)

(signature)

40 INCHMUR RD (address)BATHGATE

Executed for and on behalf of

DUNNE BUILDING AND

CIVIL ENGINEERING LIMITED

by

GORDON DUNNE (name)

(signature)

a director

in the presence of this witness

S MILLER (name)

(signature)

40 INCHMUR RD (address)BATHGATE

Executed for and on behalf of

DUNNE CONCRETE FLOORING LIMITED

by

GORDON DUNNE (name)

(signature)

a director

in the presence of this witness

S. HILLIER (name)

(signature)

c/o INCHMUR RD (address)

BATHGATE

Executed for and on behalf of

DUNNE DEVELOPMENTS LIMITED

by

GORDON DUNNE (name)

(signature)

in the presence of this witness

S. HILLIER (name)

(signature)

c/o INCHMUR RD (address)

BATHGATE

Executed for and on behalf of

CLR PLANT HIRE LIMITED

by

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

signature)

a director

in the presence of this witness

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

signature)

.....*C/O INCHMUIR RD*..... (address)

.....*BATHGATE*.....

Executed for and on behalf of

CONFORCE LIMITED

by

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

signature)

a director

in the presence of this witness

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

signature)

.....*C/O INCHMUIR RD*..... (address)

.....*BATHGATE*.....

THE LENDER

Executed for and on behalf of the said

SANTANDER UK PLC

by

P. CUNNINGHAM..... (name)

(signature)

an Authorised Signatory

in the presence of this witness

NATASHA HARBINSON..... (name)

(signature)

2 TRITON SQUARE..... (address)

LONDON NW1 3AN

13 October 2014

ASSIGNMENT IN SECURITY

granted by

THE DUNNE GROUP LIMITED
and others

in favour of

SANTANDER UK PLC

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THIS ASSIGNMENT IN SECURITY is made as a deed on the 8th day of October 2014 between:

- (1) THE CHARGORS listed in Schedule 1; and
- (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 each Chargor enters into this Deed.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Assigned Documents" means each of the documents particulars of which are set out in Schedule 2.

"Assigned Rights" means each Chargor's right, title and interest in and to the Assigned Documents and the Related Rights.

"Business Day" means a day (other than a Saturday or a 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.

"Deed" means this assignment in security.

"Default Rate" means any rate of interest specified in the Finance Documents as the rate applicable to unpaid sums under the Finance Documents or, if no such rate is specified, 1 per cent over the base lending rate of

the Lender from time to time.

- "Encumbrance"** means any standard security, mortgage, charge, assignation, pledge, lien or other security right whatsoever.
- "Event of Default"** has the meaning given to that term in the Facilities Agreement.
- "Facilities Agreement"** means the facilities agreement between, among others, The Dunne Group Limited and the Lender dated on or around the date of this Deed.
- "Finance Document"** has the meaning given to that term in the Facilities Agreement.
- "Insolvency Act"** means the Insolvency Act 1986.
- "Receiver"** means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Assigned Rights, which term will include joint receivers and any substitute receiver, receiver and manager or administrative receiver whether appointed under this Deed or pursuant to statute.
- "Related Rights"** means all rights, remedies, benefits and entitlements now or at any time hereafter accrued or accruing to each Chargor under or in respect of the Assigned Documents including, without limitation:
- (a) the right to payment of all amounts due thereunder;
 - (b) the proceeds of all payments thereunder and of all claims, awards, adjudications and judgments under or in respect thereof;
 - (c) all claims for damages in respect of any breach thereof;
 - (d) the benefit of any warranties and indemnities;
 - (e) all rights of termination or rescission; and
 - (f) the right to require and enforce performance by the other party or parties of its or their obligations thereunder by way of adjudication, arbitration, proceedings or otherwise.

“Secured Obligations” means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal 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 Deed 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 **Implied covenants for title**

The obligations of each Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.3 **Modification of Law of Property (Miscellaneous Provisions) Act 1994**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to Clause 3 (*Creation of security*), being:

1.3.1 the words “other than any charges, encumbrances or rights which that person does not and would not reasonably be expected to know about” in Section 3(1);

1.3.2 the words “except to the extent that” and all the words thereafter in Section 3(2); and

1.3.3 Section 6(2).

1.4 **Effect as a deed**

This Deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.5 **Construction**

1.5.1 Unless a contrary indication appears, any reference in this Deed 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;
- (g) **"disposal"** includes a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary (and **"dispose"** shall be construed accordingly);
- (h) **"document"** includes any deed, instrument (including negotiable instrument) or other document of any kind;
- (i) any matter **"including"** specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to **"include"** shall be construed accordingly);
- (j) the **"winding-up"**, **"dissolution"** or **"administration"** of a person shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated or established, or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
- (k) **Clauses** and the **Schedule** are to the **clauses** and the **schedule** to this Deed.

- 1.5.2 Clause headings are for ease of reference only.
- 1.5.3 Words in the singular shall import the plural and *vice versa*.
- 1.5.4 Words defined in the Companies Act 2006 have the same meanings in this Deed.
- 1.5.5 An Event of Default is "continuing" if it has not been waived.

2. COVENANT TO PAY

2.1 Covenant to pay

Each Chargor, as principal debtor and not just as surety, covenants with the Lender to pay, discharge and satisfy the Secured Obligations when the same become due in terms of the Finance Documents whether by acceleration or otherwise.

2.2 Interest

Each Chargor shall pay interest on any amount demanded from it in accordance with this Deed from the date of such demand until such amount is irrevocably discharged and paid in full (such interest to accrue on a daily basis after as well as before judgment or the liquidation or administration of any Chargor and to be payable on demand) at the Default Rate, save to the extent that such interest is charged on such amount pursuant to the relevant Finance Document and itself constitutes a Secured Obligation.

3. CREATION OF SECURITY

3.1 General

The assignment effected by this Deed is granted:

- 3.1.1 in favour of the Lender;
- 3.1.2 in security for the payment of all the Secured Obligations; and
- 3.1.3 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 Assignment

Each Chargor assigns in security all its right, title and interest in and to the Assigned Documents and the Related Rights.

4. PROVISIONS AS TO SECURITY

4.1 Continuing security

4.1.1 The security from time to time created by this Deed is a continuing security and will remain in full force and effect as a continuing security until released or discharged by the Lender.

4.1.2 No part of the security from time to time created by this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

4.2 Additional security

This Deed shall be without prejudice and in addition to any other security which may at any time be held by the Lender from any Chargor or any other person in respect of the whole or any part of the Secured Obligations and may be enforced independently of any such other security.

4.3 No obligation to take other enforcement proceedings

The Lender shall not be obliged before exercising any of the rights conferred on it by this Deed or by law:

4.3.1 to make any demand of any Chargor or any other person other than that required by the terms of the Finance Documents;

4.3.2 to take any action, enforce any security, exercise any right of compensation or set-off or to obtain or enforce any judgement, decree or order in any court against any Chargor or any other person;

4.3.3 to make or file any claim or proof in a winding up, liquidation, administration or other insolvency proceedings of any Chargor or any other person; or

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

4.4 Waiver of defences

The obligations of each Chargor under this Deed 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 that Chargor under this Deed 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 that 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.

4.5 **Non-competition**

Until the security created by this Deed has been discharged, no Chargor will, after a claim has been made or by virtue of any payment or performance by it of the Secured Obligations:

- 4.5.1 be subrogated to any rights, security or monies held, received or receivable by the Lender or any Obligor nor be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of the Secured Obligations;
- 4.5.2 claim, rank, prove or vote as a creditor of any Obligor; or

4.5.3 receive, claim or have the benefit of any payment, distribution or security from or on account of an Obligor, or exercise any right of set-off as against an Obligor,

and each Chargor shall forthwith pay or transfer to the Lender an amount equal to the amount of any dividend, distribution, contribution or benefit (including without limitation any amount set-off) actually received by it in violation of this Clause 4.5 and in the meantime shall hold the same in trust for the Lender to the extent required to pay or discharge the Secured Obligations.

5. PERFECTION OF SECURITY

5.1 Notices of Assignment

Immediately upon execution of this Deed each Chargor shall deliver a duly completed notice of assignment in respect of the Assigned Documents to each of the other parties to the Assigned Documents in the form set out in Part 1 of Schedule 3 (*Notice of Assignment*), and use all reasonable endeavours to procure that each of those parties executes and delivers to the Lender an acknowledgement, in the form set out in Part 2 of Schedule 3 (*Acknowledgement of Assignment*) (or in such other form as the Lender shall agree).

5.2 Further assurance

Each Chargor will promptly do all such acts or execute all such documents as the Lender may reasonably specify (and in such form as the Lender may reasonably require) to:

5.2.1 perfect the security created or intended to be created by this Deed or for the exercise of the rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law; and/or

5.2.2 after the security created by this Deed has become enforceable pursuant to Clause 9 (*When security becomes enforceable*) facilitate the realisation of the security created by this Deed.

6. UNDERTAKINGS

6.1 Negative undertakings

Each Chargor undertakes that unless otherwise agreed in writing by the Lender it shall not:

6.1.1 sell, assign, transfer or otherwise dispose of, or grant or create option, right of pre-emption or other right to acquire the Assigned Rights or any interest therein or agree, conditionally or unconditionally, to do so;

- 6.1.2 create, grant or permit to subsist any Encumbrance over all or any of its right title and interest in the Assigned Rights;
- 6.1.3 take or omit to take any action which would prejudice the rights of the Lender under this Deed or diminish the value of the Assigned Rights;
- 6.1.4 waive any of its rights under any of the Assigned Documents;
- 6.1.5 rescind or terminate any of the Assigned Documents or agree, conditionally or unconditionally, to do so; or
- 6.1.6 vary, modify, amend, supplement or novate any of the terms of any of the Assigned Documents or agree, conditionally or unconditionally, to do so

6.2 Positive undertakings

Each Chargor undertakes that unless otherwise agreed in writing by the Lender it shall:

- 6.2.1 procure the due and punctual performance by the other party or parties to the Assigned Documents of their respective obligations thereunder;
- 6.2.2 duly and punctually perform its obligations under the Assigned Documents;
- 6.2.3 notify the Lender promptly becoming aware of the occurrence of any event of default under or any breach by it or any other party to the Assigned Documents and of any event or circumstances which alone or in conjunction with any other event or circumstances or with the passage of time would or is likely to constitute such an event of default or breach and promptly forward to the Lender a copy of any notice or demand served on it in respect of any of the foregoing;
- 6.2.4 provide the Lender with such information relating to the Assigned Documents as the Lender may reasonably require from time to time and promptly forward to the Lender a copy (or if verbal notify it of the terms) of any notice or intimation of termination, rescission, suspension, breach or alleged breach received or given by it in respect of the Assigned Documents; and
- 6.2.5 institute and maintain all such proceedings and take such other steps as may be necessary to preserve or protect the interests of that Chargor and the Lender in and to the Assigned Rights.

7. PERFORMANCE OF OBLIGATIONS

7.1 Duty to perform

Each Chargor agrees that notwithstanding the provisions of Clause 3.2 (*Assignment*), it shall remain liable to perform all its obligations under and, prior to the enforcement of the security created by this Deed pursuant to Clause 9 (*When security becomes enforceable*), shall be entitled to exercise all rights, remedies, powers and discretions conferred on it under the Assigned Documents and the Lender shall not have any liability or responsibility under any of the Assigned Documents to that Chargor or any other party.

7.2 Failure to perform

Without prejudice to Clause 7.1 (*Duty to perform*), if any Chargor fails to perform any of its obligations under any of the Assigned Documents, the Lender shall be entitled, but not required, to perform or procure performance of such obligations, and the amount of all payments made or costs incurred by the Lender in that respect, shall be reimbursed by that Chargor to the Lender on demand together with accrued interest thereon at the Default Rate from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement).

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations and warranties

Each Chargor represents and warrants to the Lender that:

- 8.1.1 it is duly incorporated and validly existing under the laws of its place of incorporation;
- 8.1.2 it has the power to grant this Deed and to perform its obligations hereunder;
- 8.1.3 it has taken all necessary corporate action to authorise the execution and delivery of this Deed and to authorise the performance of its obligations hereunder;
- 8.1.4 all authorisations required for the entry into, performance, validity and enforceability of this Deed by that Chargor have been obtained and are in full force and effect;
- 8.1.5 this Deed 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 and subject to the registration of this Deed with the Registrar of Companies in Edinburgh in accordance with section 878 of the Companies Act 2006, this Deed constitutes a legal, valid, binding and enforceable obligation of that Chargor;

- 8.1.6 neither the granting of this Deed by that Chargor nor the performance of its obligations hereunder will contravene any law or regulation or any agreement to which that Chargor is a party or by which it is bound nor will it cause any limitation of any of the powers of that Chargor however imposed or the right or ability of the directors to exercise any such powers to be exceeded;
- 8.1.7 each Assigned Document is in full force and effect, enforceable in accordance with its terms and neither that Chargor nor any other party to the Assigned Documents is in breach of any term or condition of any Assigned Document;
- 8.1.8 there are no restrictions on that Chargor's ability to assign all or any of its rights under any Assigned Document, whether contained in the Assigned Document or in any other document;
- 8.1.9 it has not assigned, transferred or created any Encumbrance save for any Encumbrance in favour of the Lender over any of the Assigned Rights;
- 8.1.10 it has not received or given a notice or intimation of termination, rescission, suspension or breach in respect of any of the Assigned Documents; and
- 8.1.11 the information contained in Part 1 of Schedule 2 (*Assigned Documents*) is complete and accurate in all respects.

8.2 Repetition

The representations and warranties set out in Clause 8.1 (*Representations and warranties*) shall be given on the date of this Deed and shall be deemed to be repeated on each date on which any Chargor requests any funds under the Finance Documents, on which any funds or other financial facilities are made available to that Chargor under the Finance Documents (whether by offset against a new drawing or otherwise) and on which any payment is made by that Chargor to the Lender under the Finance Documents by reference to the facts and circumstances then subsisting.

9. WHEN SECURITY BECOMES ENFORCEABLE

The security created by this Deed will become immediately enforceable if:

- 9.1 an Event of Default has occurred which is continuing;
- 9.2 any Chargor has failed to pay all or any of the Secured Obligations following a demand for payment by the Lender;

- 9.3 any step is taken (including, without limitation, the making of an application or the giving of any notice) by any Chargor or by any other person to appoint an administrator in respect of that Chargor;
- 9.4 any step is taken (including, without limitation, the making of an application or the giving of any notice) by any Chargor or by any other person to wind up or dissolve that Chargor or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of that Chargor or any part of its undertaking or assets;
- 9.5 a request is made by any Chargor for the appointment of a Receiver or administrator.

10. ENFORCEMENT OF SECURITY

10.1 Enforcement

After the security created by this Deed has become enforceable in accordance with Clause 9 (*When security becomes enforceable*), the Lender may notify the counterparty or counterparties to the Assigned Documents that this Security has become enforceable and may (without any requirement to give notice to any Chargor) either in its own name or in the name of any Chargor in such manner and on such terms as it may in its sole discretion think fit:

- 10.1.1 take possession of the Assigned Rights or otherwise exercise in relation to them all of the rights of an absolute owner;
- 10.1.2 assign or transfer any or all of the Assigned Rights to any person on such terms as the Lender considers appropriate; and
- 10.1.3 collect, recover or compromise, and give a good discharge for, any moneys paid or payable to any Chargor under or in respect of the Assigned Rights, and enforce (in any way whatsoever including, without limitation, by way of instituting proceedings in the relevant Chargors' names) any rights or claims arising under or in respect of the Assigned Rights.

10.2 Additional powers of the Lender

In addition to the powers conferred on the Lender pursuant to Clause 10.1 (*Enforcement*), any right, power or discretion conferred by this Deed or by law on a Receiver may after the security created by this Deed has become enforceable, to the extent permitted by law, be exercised by the Lender in relation to any of the Assigned Rights without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10.3 Statutory Provisions

- 10.3.1 The rights, powers, privileges and immunities conferred on mortgagees or receivers by the LPA, the Insolvency Act, the Insolvency Rules 1986, the Insolvency (Scotland) Rules 1986 or by any other enactment now or at any time in force shall apply to the Lender and any Receiver except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between powers conferred by that legislation and those contained in this Deed the terms of this Deed shall prevail.
- 10.3.2 Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Lender shall have the right after the security created by this Deed has become enforceable in accordance with Clause 9 (*When security becomes enforceable*) to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time.
- 10.3.3 The Secured Obligations shall be deemed to have become due and payable on the date of this Deed for the purposes of section 101 of the LPA and the power of sale and other powers conferred by section 101 of the LPA (as varied or extended by this Deed) and all other powers shall be deemed to arise immediately after execution of this Deed.
- 10.3.4 Section 103 of the LPA (restricting the exercise of the power of sale) shall not apply to this Deed.

10.4 Protection of third parties

- 10.4.1 None of the other parties to the Assigned Documents nor any assignee, transferee or other person dealing with, the Lender or a Receiver shall be concerned to enquire whether any of the powers exercised or purported to be exercised has arisen or become exercisable, whether any of the Secured Obligations remains outstanding, whether the Lender or a Receiver is authorised to act or as to the propriety or validity of the exercise or purported exercise of any power and a certificate in writing by an officer or agent of the Lender of that fact shall be conclusive evidence in favour of an assignee or transferee of all or part of the Assigned Rights.
- 10.4.2 The receipt of the Lender or a Receiver shall be an absolute discharge to an assignee or transferee from, or other person dealing with, the Lender or a Receiver and shall relieve that assignee, transferee or other person of any obligation to see to the application of any monies paid to or at the discretion of Lender or a Receiver and in making any assignment, transfer or disposal the Lender or a Receiver may do so for such

consideration, in such manner and on such terms (including payment by instalments) as it thinks fit.

10.5 Protection of the Lender and Receiver

Neither the Lender nor any Receiver shall be liable to account to any Chargor as mortgagee in possession in respect of any Assigned Rights or be liable to any Chargor in respect of any loss or damage which arises out of the exercise, the attempted or purported exercise or the failure to exercise any of their respective powers or for any other loss of any nature whatsoever.

10.6 Delegation

10.6.1 The Lender and any Receiver may from time to time delegate by power of attorney or otherwise to any person or corporation any of the powers and discretions of the Lender or the Receiver under this Deed 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.

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

10.7 Prior charges

10.7.1 In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking security in case of exercise by the Lender or any Receiver of any power of sale under this Deed the Lender may redeem such prior security or procure the transfer thereof to itself.

10.7.2 The Lender may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled and passed will be conclusive and binding on each relevant Chargor.

10.7.3 All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by each relevant Chargor to the Lender on demand together with accrued interest thereon at the Default Rate from the time or respective times of the same having been paid or incurred until payment thereof (as well as after as before judgement).

11. **RECEIVERS**

11.1 **Appointment and Removal**

Without prejudice to the provisions of the Insolvency Act, at any time after having been requested to do so by any Chargor or after the security created by this Deed has become enforceable in accordance with Clause 9 (*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:

11.1.1 appoint one or more persons to be a Receiver of all or any of the Assigned Rights;

11.1.2 remove (so far as it is lawfully able) any Receiver so appointed; and

11.1.3 appoint another person(s) as an additional or replacement Receiver(s).

11.2 **Receiver as agent of each Chargor**

A Receiver shall be the agent of each Chargor and, except as otherwise required by the Insolvency Act, each Chargor shall be solely responsible for its acts and defaults and liable on any contract or engagements made or entered into or adopted by it.

11.3 **Remuneration of Receiver**

The Lender may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including Section 109(6) of the LPA) shall not apply.

11.4 **Powers of Receiver**

A Receiver shall have (and be entitled to exercise) in relation to the Assigned Rights over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

11.4.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);

11.4.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;

11.4.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any Chargor itself could do or omit to do; and

11.4.4 the 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 Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any Chargor; the collection and/or realisation of Assigned Rights in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of any Chargor (whether under hand, or by way of deed or by utilisation of the company seal of any Chargor).

11.5 Powers may be restricted

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Lender) appointing him but they shall not be restricted by any winding-up or dissolution of any Chargor.

12. SET OFF

The Lender may set-off any matured obligation due from any Chargor under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to any 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.

13. EXPENSES AND INDEMNITY

13.1 Expenses

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

13.1.1 the preparation, negotiation and execution of this Deed;

13.1.2 the perfection of any security created or purported to be created pursuant to this Deed;
and

13.1.3 the enforcement and preservation of its rights under this Deed.

13.2 Indemnity

Each 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) 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 Deed or any other document relating to it, or in the exercise or attempted or purported exercise of the powers contained in this Deed or occasioned by any breach by that Chargor of any of its undertakings or other obligations to the Lender, or in consequence of any payment in respect of the Secured Obligations (whether made by that Chargor or a third person) being declared void or impeached for any reason. The Lender and any Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

14. RELEASE OF SECURITY

14.1 Release of security

When the Secured Obligations have been irrevocably paid or discharged in full to the satisfaction of the Lender and the Lender has no further obligation to provide credit facilities or other accommodation to any Obligor or, if the Lender so agrees, at any other time, the Lender shall, subject to the provisions of Clause 15 (*Avoidance of Payments*), at the request and cost of the Chargors, execute such documents as may be required to re-assign the Assigned Documents to the Chargors.

14.2 Entitlement to retain security

If any payment or discharge of the Secured Obligations is, in the reasonable opinion of the Lender, liable to be avoided or invalidated under any enactment relating to bankruptcy or insolvency, the Lender may refuse to grant any release of the security created by this Deed for such further period as the risk of such avoidance or invalidity continues.

15. AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided or adjusted under the law, including under any statute relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Lender to recover the Secured Obligations from any Chargor (including any monies which the Lender may be compelled to pay or refund under the provisions of the Insolvency Act and any costs payable by it pursuant to or otherwise incurred in connection

therewith) or to appoint a Receiver and enforce the charges contained in this Deed to the full extent of the Secured Obligations.

16. CUMULATIVE REMEDIES AND WAIVERS

The rights of the Lender and any Receiver may be exercised as often as necessary, are cumulative and are in addition to its respective rights under general law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right shall not be a waiver of that right.

17. SEVERABILITY

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

18. 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 each Chargor for all purposes.

19. APPLICATION OF PROCEEDS

19.1 Application of proceeds

Any moneys received by the Lender or any Receiver after the security created by this Deed has become enforceable in accordance with Clause 9 (*When security becomes enforceable*) shall be applied in the following order of priority:

- 19.1.1 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 Deed and of all remuneration due to any Receiver under or in accordance with this Deed;
- 19.1.2 in or towards payment of or provision for the Secured Obligations; and
- 19.1.3 in payment of the surplus (if any) to any Chargor or other person entitled to it.

19.2 Other claims

The provisions of Clause 19.1 (*Application of Proceeds*) are subject to the payment of any claims having priority over the security created by this Deed. This Clause does not prejudice the right of the Lender to recover any shortfall from any Chargor.

20. NEW ACCOUNTS**20.1 New Accounts**

If the Lender at any time becomes aware of any subsequent security or other like interest, matter, event or transaction affecting any of the Assigned Rights, the Lender may open a new account or accounts for each Chargor in its books.

20.2 Ruling off

If the Lender does not open any such new account then, unless it gives express written notice to each Chargor to the contrary, the Lender will be treated as if it had in fact opened such account or accounts at the time when it became so aware and as from that time all payments by or on behalf of each Chargor to the Lender will be credited or treated as having been credited to a new account of each Chargor and not as having been applied in reduction of the Secured Obligations then outstanding.

21. SUSPENSE ACCOUNTS

All monies received, recovered or realised by the Lender under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to any interest bearing suspense or impersonal account maintained with any bank, building society or financial institution as it considers appropriate and may be held in such account for so long as the Lender may think fit pending their application from time to time (as the Lender is entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

22. POWER OF ATTORNEY**22.1 Appointment and powers**

By way of security for the obligations of each Chargor under this Deed, each Chargor irrevocably appoints the Lender and every Receiver to be its attorney on its behalf or in its name or otherwise to execute and do all such assurances, acts and things which that Chargor is required

to do under this Deed and generally in its name and on its behalf to exercise all or any of the powers, conferred by or pursuant to this Deed or by statute on the Lender or any Receiver and to sign, execute, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any such powers, authorities and discretions.

22.2 Ratification

Each Chargor ratifies and confirms whatever any such attorney mentioned in Clause 22.1 (*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.

23. TRANSFERS

23.1 Transfer by Chargors

No Chargor may assign or otherwise transfer its rights and obligations under this Deed.

23.2 Transfer by Lender

The Lender may (without prejudice to its right to appoint any joint trustee) assign and transfer all or any of its rights and obligations under this Deed 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 each Chargor and this Deed 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.

24. NOTICES

24.1 Communications in writing

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

24.2 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 Deed 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.

24.3 Delivery

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

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

24.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

24.4 English language

Any notice given under or in connection with this Deed must be in English.

25. THIRD PARTIES

Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

26. PERPETUITY PERIOD

The perpetuity period for the trusts in this Deed is 125 years.

27. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of those counterparts taken together shall be deemed to constitute one and the same instrument.

28. GOVERNING LAW AND JURISDICTION

28.1 Governing law

This Deed shall be governed by, and construed in accordance with, the laws of England.

28.2 Jurisdiction

- 28.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").
- 28.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 28.2.3 This Clause 28.2 (*Jurisdiction*) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Deed has been executed as a deed on the date stated at the beginning of this Deed.

SCHEDULE 1**The Chargors**

Name of Chargor	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

SCHEDULE 2

Assigned Documents

Class of Insurance	Parties/Policy Number	Period of Insurance	Miscellaneous
Professional Indemnity Insurance	AIG Europe Ltd & Endurance Worldwide Insurance Limited and Dunne Building & Civil Engineering Limited, Conforce Limited and/or Dunne (BCE) Ltd (Policy number: 34601192)	Expiry Date: 16 September 2015	Deductibles: GBP£50,000 each and every claim
Motor Fleet	AVIVA and The Dunne Group Limited and/or Associated and Subsidiary Companies (Policy number: 41FLW5019842)	17 September 2014 - 16 September 2015	
Property Damage	AVIVA and The Dunne Group Limited and/or Associated and Subsidiary Companies (Policy number: 24823542CTC)	17 September 2014 - 16 September 2015	Deductibles: GBP£2,500 each and every loss

Class of Insurance	Parties/Policy Number	Period of Insurance	Miscellaneous
Freight Liability	Northern Marine Underwriters and The Dunne Group Limited and/or Associated and Subsidiary Companies (Policy number: ITLG091330501)	17 September 2014 - 16 September 2015	Deductibles: GBP£1,000 each and every loss
Contractors All Risks	AVIVA and The Dunne Group Limited and/or Associated and Subsidiary Companies (Policy number: 24907992CTC)	17 September 2014 - 16 September 2015	Deductibles: GBP£5,000 each and every loss other than in respect of all DE5 losses where excess increases to GBP£150,000
Engineering Contract: Hired in Plant	AVIVA and The Dunne Group Limited and/or Associated and Subsidiary Companies including CLR Plant Hire Limited (Policy number: 24906416ENP)	17 September 2014 - 16 September 2015	Deductibles: GBP£5,000 each and every loss

SCHEDULE 3

PART 1

Notice of Assignment

To: []

[*date*]

Dear Sirs,

We give you notice that we have assigned to Santander UK plc (the "**Assignee**") pursuant to a deed entered into by us in favour of the Assignee dated [] 2014 all our right, title and interest in and to the proceeds of [*insert details of relevant insurance policy*] (the "**Policy of Insurance**").

With effect from your receipt of this notice we instruct you to:

1. following the Assignee's notification to you that an Event of Default has occurred and is continuing make all payments and claims under or arising from the Policy of Insurance to the Assignee or to its order as it may specify in writing from time to time;
2. note the interest of the Assignee on the Policy of Insurance; and
3. disclose to the Assignee, without further approval from us, such information regarding the Policy of Insurance as the Assignee may from time to time request and to send it copies of all notices issued by you under the Policy of Insurance.
4. These instructions may not be revoked, nor may the terms of the Contract be amended, varied, waived or terminated, without the prior written consent of the Assignee.
5. Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Assignee at Santander Corporate and Commercial Banking, 1st Floor, 301 St Vincent Street, Glasgow G2 5HN marked for the attention of Jonathan Kelly/Fabio Calierno.
6. This notice is governed by the laws of England.

With effect from your receipt of this notice all rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Policy of Insurance (including all rights to compel performance) belong to and are exercisable by the Assignee.

Please acknowledge receipt of this notice (substantially in the form of the attached) by signing the acknowledgement on the enclosed copy letter and returning it to the Assignee at Santander Corporate and Commercial Banking, 1st Floor, 301 St Vincent Street, Glasgow G2 5HN marked for the attention of Jonathan Kelly/Fabio Caliendo.

Yours faithfully

For and on behalf of

[*Company name*]

Instructions from the Assignee:

1. We confirm our agreement to the terms of this notice and instruct you, in accordance with Clause 2 of this notice, and with effect from the date of your receipt of this notice, that, subject to paragraph 2 below:
 - 1.1 following our notification to you that an Event of Default has occurred and is continuing make all payments and claims under or arising from the Policy of Insurance to us or to our order as it may be specified in writing from time to time;
 - 1.2 note our interest on the Policy of Insurance; and
 - 1.3 disclose to us, without further approval from [Company name], such information regarding the Policy of Insurance as we may from time to time request and send us copies of all notices issued by you under the Policy of Insurance.
2. We further instruct you that, except with our prior written consent, the Assignor shall not agree to:
 - 2.1 vary or waive its entitlement to any amount payable to you (if any) under the Policy of Insurance; or
 - 2.2 exercise any rights of termination under the Policy of Insurance.

.....

For and on behalf of

[]

Part 2**Acknowledgement of Assignment**

On copy only:

To: []

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits in the Insurance Policy referred to in such notice and that we will comply with the terms of that notice.

We further acknowledge receipt of instructions from you in connection with the assignment of the Insurance Policy and confirm that we shall act in accordance with them until we receive written notification from you to the contrary. We agree that we will not exercise any right to terminate the Insurance Policy without giving prior notice to you of our intention to do so.

For and on behalf of []

By:

Dated:

EXECUTION PAGE

Chargors

EXECUTED AS A DEED by

THE DUNNE GROUP LIMITED

by

..... Director

..... GORDON ALAN DUNNE Name

in the presence of this witness:

..... Witness

..... STEWART MAURICE MILLER Full name

..... Address

EXECUTED AS A DEED by

CLR PLANT HIRE LIMITED

by

..... Director

..... GORDON ALAN DUNNE Name

in the presence of this witness:

..... Witness

..... DAVID ROSS WARD HARRIS Full name

..... Address

EXECUTED AS A DEED by

CONFORCE LIMITED

by

..... Director

..... GORDON ALAN DUNNE Name

in the presence of this witness:

..... Witness

..... DAVID ROSS WARD HARRIS Full name

..... Address

EXECUTED AS A DEED by

DUNNE BUILDING AND CIVIL ENGINEERING LIMITED

by

..... Director

GORDON ALAN DUNNE Name

in the

..... Witness

STEWART MAURICE HOLLIER Full name

..... Address

.....

EXECUTED AS A DEED by

DUNNE CONCRETE FLOORING LIMITED

by

..... Director

GORDON ALAN DUNNE Name

in

..... Witness

STEWART MAURICE HOLLIER Full name

..... Address

.....

EXECUTED AS A DEED by

DUNNE DEVELOPMENTS LIMITED

by

..... Director

GORDON ALAN DUNNE Name

in the presence of this witness:

..... Witness

DANIEL ROSS WARD HARRIS Full name

..... Address

.....

Lender

EXECUTED AS A DEED by

SANTANDER UK PLC

as Lender

by

[REDACTED]

..... Authorised Signatory

in the presence of this witness:

[REDACTED]

..... Witness

YAMOUN KHALEEL SHAFI..... Full name

[REDACTED]

..... Address

[REDACTED]