104148 £13

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01

Particulars of a charge

IRIS Laserform

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

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

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument. Use form MR08.

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

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will l scanned and placed on the public record.

WEDNESDAY

S3FOGT5G #51
SCT 03/09/2014
COMPANIES HOUSE

For official use

1 Company details

Company number	S C 3 7 5 2 2 4
Company name in full	Murray Outsourcing Limited

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 2 d 6 m 0 m 8 y 2 y 0 y 1 y 4

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	Bank of Scotland plc (the "Chargee")
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page
Please use a continuation page if you need to enter more details.

Description

N/A.

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

[x] **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

[x] **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

[x] **Yes**

☐ **No**

8 Trustee statement ❶

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.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X For and on behalf of Shepherd and Wedderburn LLP (acting as agent for the Chargee) X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name B4407.105-59/AQB/PWH

Company name Shepherd and Wedderburn LLP

Address 1 Exchange Crescent

Conference Square

Post town Edinburgh

County/Region

Postcode E H 3 8 U L

Country UK

DX DX 551970 Edinburgh 53

Telephone 0131 228 9900

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

BANK OF SCOTLAND
CORPORATE

ASSIGNATION IN SECURITY

by

MURRAY OUTSOURCING LIMITED

in favour of

BANK OF SCOTLAND PLC

We hereby certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this is a true copy of the original.

Signed: .....

Date: 1 September 2014

For and on behalf of Shepherd and Wedderburn LLP

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before executing this document

ASSIGNATION IN SECURITY

THIS ASSIGNATION IN SECURITY is entered into by:

(1) **MURRAY OUTSOURCING LIMITED** (Company Number SC375224), having its registered office at 10 Charlotte Square, Edinburgh EH2 4DR (the "**Company**") in favour of

(2) **BANK OF SCOTLAND PLC** (Company Number SC327000), having its registered office at The Mound, Edinburgh EH1 1YZ ("**BoS**").

Definitions are given in clause 19.

1. Payment Obligation

1.1. The Company shall immediately on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable.

1.2. If the Company shall fail to pay any amount under this Assignation when it is due then such amount shall bear interest (after as well as before decree and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to BoS.

2. Assignation

2.1. The Company hereby assigns the Charged Assets to BoS as a continuing security for the payment and discharge of the Secured Liabilities.

2.2. The Company will not without the prior written consent of BoS (such consent being deemed to have been given if permitted under the Facilities Agreement):

2.2.1. create or attempt to create or permit to subsist any right in security, mortgage, charge, lien encumbrance, right of set-off (except in favour of BoS) or any trust agreement, declaration of trust or trust arising by operation of law in respect of the Charged Assets; or

2.2.2. sell, transfer, assign or otherwise dispose of any of the Charged Assets (or any interest therein).

2.3. The rights hereby created in favour of BoS shall be terminated upon the written request of the Company on payment or discharge in full of the Secured Liabilities to the satisfaction of BoS.

2.4. No obligation shall be assumed by BoS in respect of the Charged Assets, SPA as a result of the execution and delivery of this Assignation and (in particular but without limitation to the generality thereof) no liability will be incurred by BoS as a result of any failure by the Company to comply with all or any of its obligations in relation to the SPA.

3. Notification

The Company shall:

3.1. promptly after execution of this Assignation notify the Buyer of the terms of this Assignation in substantially the form set out in the Schedule and procure

that the acknowledgement included in such notice is duly executed by the Buyer and delivered to BoS; and

3.2. take such action (if any) in respect of such notification and acknowledgement as is requested by BoS from time to time.

4. Warranties

The Company warrants to BoS that:

4.1. it is the sole person entitled to the Charged Assets and it holds such entitlement free from any right in security, mortgage, charge, lien or encumbrance or right of set-off (except in favour of BoS) or trust agreement, declaration of trust or trust arising by operation of law, on or over the Charged Assets;

4.2. it has not sold, transferred, assigned or otherwise disposed of or agreed to sell, transfer, assign or dispose of all or any of its right, title and interest in and to the Charged Assets;

4.3. it has the necessary power to enter into and perform its obligations under this Assignation;

4.4. subject to the Legal Reservations, this Assignation constitutes its legal, valid, binding and enforceable obligations in accordance with its terms;

4.5. this Assignation does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Company is a party or by which it is bound; and

4.6. all necessary authorisations and consents to enable or entitle it to enter into this Assignation have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Assignation.

5. Undertakings

5.1. The Company shall not without the prior written consent of BoS:

5.1.1. permit any amendment of (or waive any of its rights under) the SPA;

5.1.2. agree to the Buyer having any right of set-off, restriction, retention, withholding or deduction whatsoever (except where a deduction is made in respect of tax and is required by law to be made) in connection with the Charged Assets and any payments to be made by the Buyer under or in respect of them;

5.1.3. take or allow the taking of any action which may have an adverse effect of the value of any of the Charged Assets or the ability of BoS to enforce any of the Charged Assets or this Assignation; or

5.1.4. cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Assets.

5.2. The Company shall:

5.2.1. at all times comply with the terms of this Assignation and of all agreements relating to the Secured Liabilities;

5.2.2. comply with the terms of the SPA (but only to the extent it is not expressly prohibited from doing so under any Finance Document).

5.3. To the extent that any undertaking contained in clause 5.2 above conflicts with, is inconsistent with or is more onerous than any equivalent undertakings applicable to the Company in the Facilities Agreement then, for so long as the Facilities Agreement is in place, compliance with the relevant undertakings applicable to the Company in the Facilities Agreement shall be deemed to be compliance with the relevant undertaking in clause 5.2.

6. Protection of Security

6.1. The Company agrees that this Assignation is and shall be in addition and without prejudice to (and shall not merge with) any other security or rights which BoS holds or may hold in respect of all or any of the Secured Liabilities.

6.2. This Assignation will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever.

6.3. The obligations of the Company under this Assignation will not be affected by any act, omission, circumstance, matter or thing which, but for this provision, might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):

6.3.1. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which BoS may have now or in the future from or against the Company or any other person in respect of the Secured Liabilities;

6.3.2. any act or omission by BoS or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person or the invalidity or unenforceability of any such security or guarantee;

6.3.3. any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by BoS (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Company or any other person;

6.3.4. any grant of time, indulgence, waiver or concession to the Company or any other person;

6.3.5. any arrangement or compromise entered into between BoS and the Company or any other person;

6.3.6. the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution (or, in each case, similar proceedings in any other jurisdiction), incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Company or any other person;

6.3.7. the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Company or any other person;

6.3.8. any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings (or, in each case, similar proceedings in any other jurisdiction) or from any law, regulation or order.

6.4. BoS shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Assignation or by law to:

6.4.1. take any action or obtain judgment or decree in any court against the Company;

6.4.2. make or file any claim to rank in an administration, a winding-up or a liquidation of the Company; or

6.4.3. enforce or seek to enforce any other security taken, or exercise any right or plea available to BoS, in respect of the Secured Liabilities.

6.5. Any settlement or discharge between the Company and BoS shall be conditional upon no security or payment granted or made to BoS by the Company or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of BoS) BoS shall be entitled to recover from the Company the value or amount of such security or payment from the Company as if such settlement or discharge had not occurred.

7. Enforcement

7.1. This Assignation shall become enforceable upon and at any time after the occurrence of any of the following events:

7.1.1. if the Company fails to pay all of the Secured Liabilities (or any part of such Secured Liabilities demanded) when the same are due and payable and immediately following a demand for payment by BoS (including any demand made to any parent undertaking of the Company or any agent of the Company on its behalf);

7.1.2. the occurrence of an Event of Default which is continuing or other event of default (howsoever described) in any agreement between BoS and the Company or any other member of the Group;

7.1.3. any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;

7.1.4. any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to wind up or dissolve the Company (or any member of the Group) or to appoint a liquidator (whether provisional, interim or otherwise), trustee, receiver, administrative receiver or similar officer of the Company (or any member of the Group) or any part of its undertaking or assets;

7.1.5. the making of a request by the Company for the appointment of a receiver or administrator or the making of a request by the Company to BoS to exercise any of its powers under this Assignation;

7.1.6. if the Company breaches any of the provisions of this Assignation.

7.2. Subject to clause 7.5, at any time after this Assignation has become enforceable BoS shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to the Charged Assets which could have been exercised by the Company including:

7.2.1. power to sell, assign, transfer or otherwise dispose of the Charged Assets;

7.2.2. power to receive all or any money payable in respect of or in connection with the Charged Assets; and/or

7.2.3. power to negotiate, compromise and/or agree any dispute arising out of all or any of the Charged Assets.

7.3. BoS may exercise all or any of the powers referred to in clause 7.2 above in such manner and to such extent as BoS considers appropriate (in its sole discretion) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Charged Assets.

7.4. BoS shall not be liable to account to the Company except in respect of the actual receipts of BoS and shall not be liable to the Company for any loss or damage arising from the exercise by BoS of all or any of the powers conferred by this Assignation.

7.5. Notwithstanding any other provision of this Assignation, (including without limitation clause 7.1) for so long as the Facilities Agreement remains in place, the rights and remedies, powers or discretions expressed under this Assignation to be exercisable when it has become enforceable, will only be exercisable following an Event of Default which is continuing under the Facilities Agreement.

8. Application of Proceeds

8.1. Any money received under the powers conferred by this Assignation will, subject to the payment or repayment of any prior claims and of all costs and expenses incurred by BoS under or in connection with this Assignation, be paid or applied in payment or discharge of the Secured Liabilities and if any of the Secured Liabilities are then contingent, in payment to the credit of any accounts selected by BoS to be held until such time as BoS shall think fit pending their application in or towards the discharge of all or any of the Secured Liabilities which are at that time due and payable provided that BoS may, without prejudice to any other rights BoS may have at any time and from time to time, place and keep for such time as BoS may think prudent any money received, recovered or realised under or by virtue of this Assignation to or at a separate or suspense account to the credit either of the Company or of BoS as BoS thinks fit without any immediate obligation on the part of BoS to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities.

8.2. Subject to clause 8.1 any monies received or realised by BoS from the Company under this Assignation may be applied by BoS to any item of account or liability or transaction in such order or manner as BoS may determine.

9. Protection of Third Parties

No purchaser or other person dealing with BoS or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of BoS or such agent or

delegate to exercise any of the powers conferred by or referred to in this Assignation has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise BoS or such agent or delegate to act or as to the propriety or validity of the exercise or purported exercise of any such power.

10. New Accounts

At any time following BoS receiving notice (actual or constructive) that all or any of the Charged Assets have been encumbered by the grant of any fixed security, floating charge or another security right or have been disposed of, BoS will be entitled to close the Company's then account or accounts and to open a new account or accounts with the Company and (without prejudice to any right of BoS to combine accounts) no money paid in or carried to the Company's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to BoS on any closed account. If BoS does not open a new account or accounts, BoS will nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to BoS will be credited or be treated as having been credited to the new account or accounts and will not reduce the amount of the Secured Liabilities.

11. Costs and Expenses

The Company shall pay or reimburse to BoS on demand (on a full indemnity basis) all costs, charges, fees and expenses (including legal fees) incurred or to be incurred by BoS in the creation, registration, perfection, enforcement, discharge and/or assignation of this Assignation (including, without limitation, the costs of any proceedings in relation to this Assignation or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

12. Set off

12.1. The Company agrees that any monies from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with BoS may be retained as cover for and/or applied by BoS at any time and without notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards payment or discharge of the Secured Liabilities or such part of them as BoS may select.

12.2. If BoS exercises any rights in respect of any money as referred to in clause 12.1 (including, without limitation, any rights of set-off, accounting or retention or similar rights) in relation to any liability of the Company and that liability or any part of it is in a different currency from any credit balance against which BoS seeks to exercise its rights, BoS may use the currency of the credit balance to purchase an amount in the currency of the liability at the then prevailing BoS spot rate of exchange and to pay out of the credit balance all costs, charges and expenses incurred by BoS in connection with that purchase.

12.3. BoS shall not be liable for any loss of interest caused by the determination before maturity of any deposits or any loss caused by the fluctuation in any exchange rate at which any currency may be bought or sold by BoS.

12.4. BoS may set off any matured obligation due from the Company to BoS against any matured obligation owed by BoS to the Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, BoS may convert either obligation at the then prevailing BoS spot rate of exchange for the purpose of set off.

13. Power of Attorney

13.1. The Company irrevocably appoints BoS as the attorney of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under this Assignation or may be required or deemed proper in the exercise of any of the rights or powers conferred on BoS or otherwise for any of the purposes of this Assignation.

13.2. The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do under its appointment under clause 13.1.

14. Indemnity

14.1. The Company shall pay all stamp, registration and other taxes to which this Assignation, the security contemplated in this Assignation or any judgement or decree given in connection with it is or at any time maybe subject and shall, from time to time, indemnify BoS on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

14.2. BoS and every attorney, manager, agent, employee or other person appointed by BoS under or in connection with this Assignation shall be indemnified by the Company in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in it or him pursuant to the terms of this Assignation (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to the Charged Assets and BoS or any such other person may retain and pay all sums in respect of the same out of moneys received under the powers conferred by this Assignation.

14.3. The indemnity under clause 14.2 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of BoS.

15. Payments free of Deduction

All payments to be made under this Assignation shall be made free and clear of and without deduction for or on account of tax unless the Company is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Company in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, BoS receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

16. Notices

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

16.2. The address and fax number (and department or officer, if any, for whose attention the communication is to be made) of each party to this Assignation

for any communication or document to be made or delivered under or in connection with this Assignation is

(a) in the case of the Company, that identified with its name below or any substitute address, fax number or department or officer as it may notify to BoS by not less than five Business Days' notice; and

(b) in the case of BoS, that identified with its name below or any substitute address, fax number or department or officer as it may notify to the Company.

16.3. Any communication or document made or delivered to the Company under or in connection with this Assignation 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,

and if a particular department or officer is specified as part of its address details provided under clause 16.2, if addressed to that department or officer.

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

16.5. Any notice given under or in connection with this Assignation must be in English. All other documents provided under or in connection with this Assignation must be:

(a) in English; or

(b) if not in English, accompanied by a certified English translation and , in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

17. Further Assurance

The Company (at its own cost) will on demand in writing by BoS execute and deliver (in such form as BoS may reasonably require) such deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts and things as BoS may deem necessary for perfecting, preserving or protecting the rights created (or intended to be created) by this Assignation or for facilitating the realisation of the Charged Assets or the exercise of any rights of BoS under this Assignation.

18. Miscellaneous

18.1. If at any time any provision of this Assignation 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 be in any way affected or impaired.

18.2. No failure to exercise, nor any delay in exercising on the part of BoS any right or remedy under this Assignation shall operate as a waiver of any such right or remedy or constitute an election to affirm this Assignation. No single or

partial exercise of any right of remedy shall prevent any further or other exercise or the exercise of any other right or remedy. All of the rights and remedies of BoS provided in this Assignation are cumulative and not exclusive of any other rights or remedies of BoS whether provided by law or otherwise.

18.3. BoS will be entitled to disclose to any member of the BoS Group, its auditors, advisors or applicable regulatory authority or any other person that enters or proposes to enter into any assignment, transfer, securitisation or other disposition of any part of any right or obligation in relation to the Secured Liabilities confidential information concerning this Assignation or any arrangement made or to be made in connection with this Assignation. While the Facilities Agreement remains in place, this clause 18.3 shall only apply to the disclosure of such confidential information by BoS to the extent that BoS is entitled to disclose such information under the Facilities Agreement.

18.4. A certificate by any duly authorised officer of BoS as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Company.

18.5. In any litigation or arbitration proceedings arising out of or in connection with this Assignation, the entries made in the accounts maintained by BoS are *prima facie* evidence of the matters to which they relate.

18.6. BoS may at any time (without notice or consent) assign, transfer or otherwise dispose of in any manner it sees fit, all or any part of the benefit of this Assignation (or all or any of its rights under this Assignation) and/or any of its obligations under this Assignation to any person and the Company will enter into any documentation and take any action as required by BoS to effect such assignation, transfer or disposal. The Company may not assign, transfer or otherwise dispose of any part of the benefit or burden of this Assignation or all or any of its rights under this Assignation without the prior written consent of BoS.

18.7. Upon the Secured Liabilities being discharged in full and BoS having no further actual or contingent obligation to make advances or provide other financial accommodation to the Company or to any other person in respect of whom the Company has undertaken a liability to BoS, BoS shall, at the request and cost of the Company, release and cancel the security constituted by this Assignation.

19. Definitions and Interpretation

19.1. In the interpretation of this Assignation:

"**BoS**" means Bank of Scotland plc (Company Number SC327000), having its registered office at The Mound, Edinburgh EH1 1YZ and its successors, assignees and transferees.

"**BoS Group**" means BoS, HBOS plc (Company Number SC218813), any Subsidiary of either of them, any parent undertaking of either of them and any Subsidiary of any such parent undertaking;

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

"**Buyer**" means Kura (CS) Limited (Company Number SC476104), having its registered office at Citypoint, 21 Tyndrum Street, Glasgow, G4 0JY;

"Charged Assets" means the Company's entire right, title and interest (present and future) in, to, under and in connection (directly or indirectly) with the SPA, including (without limitation) all present and future:

(a) rights and remedies of the Company; and

(b) money, benefits, interest, payments, damages and other amounts payable or otherwise accruing to the Company,

in each case under or in connection (directly or indirectly) with the SPA;

"Default Rate" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor;

"Event of Default" has the meaning given to it in the Facilities Agreement;

"Facilities Agreement" means the facilities agreement originally dated 20 April 2010 between the Company and BoS and as amended and restated from time to time

"Finance Documents" has the meaning given to it in the Facilities Agreement;

"Group" means the Company and each of its Subsidiaries from time to time;

"Legal Reservations" has the meaning given to it in the Facilities Agreement;

"Secured Liabilities" means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by the Company, whether actually or contingently, solely or jointly and whether as principal, guarantor, cautioner or surety including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in BoS, and including any liability for any further advances or credit made or to be made (at the time of this Assignation or in the future) by BoS and any interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to the usual BoS rates and practice (or otherwise agreed in writing) after as well as before any demand made or judgement or decree obtained under or in relation to this Assignation;

"SPA" means the share purchase agreement to be entered into on or around the date of this Assignation between, among others, the Company and the Buyer in relation to the sale of the entire issued share capital of Response (Building Rewarding Relationships) Limited (Company Number SC129877);

"Schedule" means the schedule to this Assignation; and

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 (including for the avoidance of doubt any partnership or unit trust) or which, but for any security over the shares, units or other equity issued by that undertaking or any other undertaking (whether pursuant to the Finance Documents or otherwise), would be such a subsidiary undertaking.

19.2. References to:

19.2.1. statutes, statutory provisions and other national or EC legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any

orders, regulations, instruments or other subordinate legislation made under the relevant legislation;

19.2.2. "**control**" of any company, person or entity shall be interpreted in accordance with Section 995 of the Income Tax Act 2007;

19.2.3. "**including**" shall not be construed as limiting the generality of the words preceding it;

19.2.4. any term or phrase not defined in this Assignation, the Facilities Agreement or any other Finance Document but defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this Assignation;

19.2.5. an Event of Default which is "**continuing**" is to an Event of Default which is unremedied or unwaived;

19.2.6. words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

19.2.7. this Assignation and to any provisions of it or to any other document referred to in this Assignation shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;

19.2.8. any person are to be construed to include references to a corporation, trust, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;

19.2.9. any person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

19.2.10. clause headings are for ease of reference only and are not to affect the interpretation of this Assignation.

19.3. Unless defined in this Assignation, or the context otherwise requires, a term defined in the Facilities Agreement or in any other Finance Document has the same meaning in this Assignation, or any notice given under or in connection with this Assignation, as if all references in those defined terms to the Facilities Agreement or other Finance Document were a reference to this Assignation or that notice.

19.4. The use of bold type shall be ignored in the construction of this Assignation.

20. Consent to Registration

The Company consents to the registration of this Assignation and of the certificate referred to in clause 18.4 above for preservation and execution.

21. Governing Law

This Assignation and any non-contractual obligations arising out of or in connection with it shall be governed by and construed according to Scots law.

IN WITNESS WHEREOF this Assignation consisting of this and the 11 preceding pages and the Schedule is executed as follows:

SUBSCRIBED for and on behalf of
MURRAY OUTSOURCING LIMITED by:

Michael Scott McGill Director [redacted] Director
(Print Full Name (Signature)

in the presence of

[redacted] Witness (Sign)

ALISON BLAIK Witness (Print Full Name)

1 EXCHANGE CRES Address

EDINBURGH

EH3 8UL

all together at EDINBURGH

on the 26 day of AUGUST 2014

Address: 10 Charlotte Square, Edinburgh EH2 4DR

Fax: 0131 624 5268

SUBSCRIBED for and on behalf of **BANK OF SCOTLAND PLC**

[redacted] Attorney

by BRUCE DOUGLAS ROBERTSON as attorney
in the presence of:

[redacted] Witness (Sign)

LIAM MACLEAN Witness (Print Full Name)

1 EXCHANGE CRESCENT, Address

EDINBURGH

all together at

on the 26th day of AUGUST 2014

Address: New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN

Fax: 0131 659 0128

This is the Schedule referred to in the preceding assignation in security by Murray Outsourcing Limited in favour of Bank of Scotland plc.

THE SCHEDULE

FORM OF NOTICE TO THE BUYER

Kura (CS) Limited
(Company Number SC476104)
Citypoint
21 Tyndrum Street
Glasgow
G4 0JY
(the "**Buyer**" or "**you**")

Dear Sirs

Assignation in security

1.1. We refer to:

1.1.1. the share purchase agreement dated on or around the date of this letter between, among others, the Buyer and Murray Outsourcing Limited (the "**Company**") (the "**SPA**"); and

1.1.2. the assignation in security dated on or around the date of this letter by the Company in favour of Bank of Scotland plc ("**BoS**") (the "**Assignation in Security**").

1.2. A certified copy of the Assignation in Security is attached in the schedule to this letter. Capitalised terms not defined in this letter have the meaning given to them in the Assignation in Security.

1.3. We hereby notify you that the Company has assigned the Charged Assets to BoS in security pursuant to and in accordance with the terms of the Assignation in Security. Accordingly, BoS is now entitled to, among other things, receive all amounts payable by you to the Company under the SPA and exercise all of the Company's rights against you under the SPA.

1.4. Notwithstanding paragraph 1.3, until BoS notifies you otherwise:

1.4.1. you are authorised and instructed to pay any amounts due under the SPA to the Company (or as it may direct); and

1.4.2. the Company is authorised by BoS to (and may) exercise any rights under or in connection with the SPA, and:

(a) you are not required to seek any confirmation or authorisation from BoS in connection with such exercise; and

(b) such exercise shall be binding upon BoS as if BoS had exercised those rights.

1.5. BoS and the Company irrevocably instruct you to:

1.5.1. comply with all instructions you receive from BoS in relation to the SPA without reference to or further authority from the Company; and

1.5.2. disclose to BoS all and any information in relation to the SPA as it may request.

1.6. Please sign and return the enclosed copy of this notice to BoS. By doing this you:

1.6.1. confirm to BoS that you have not received any notice that the Company has assigned or otherwise granted any encumbrance, security or other interest in

respect of all or any the Charged Assets prior to receipt of this notification; and

1.6.2. confirm to BoS that you have not claimed or exercised, and undertake to BoS not to claim or exercise, any right of set-off, retention, netting, counter-claim, combination of accounts or other similar right (a "**Set Off Right**") in respect of the Charged Assets (whether arising under the SPA or otherwise), except to the extent that such Set Off Right arises pursuant to clause 3 of the SPA.

1.6.3. acknowledge and agree that:

(a) the Charged Assets have been effectively assigned in security to BoS pursuant to the Assignation in Security and, accordingly, all right, title and interest in and to the Charged Assets has been transferred to BoS and all of your liabilities and obligations whatsoever which are comprised in the Charged Assets are owed to BoS;

(b) all liabilities and obligations of the Company under or in connection with the SPA (if any) have not been transferred to or otherwise assumed by BoS and, accordingly, BoS has (and will have) no liabilities or obligations whatsoever to you under or in connection with the SPA;

(c) at any time after the Assignation in Security has become enforceable, BoS shall be entitled to sell, assign, transfer or otherwise dispose of the Charged Assets; and

(d) where BoS is entitled to assign, transfer or otherwise dispose of the benefit of the Assignation in Security or any of its rights thereunder, pursuant to clause 18.6 of the Assignation in Security, it shall also be entitled to transfer the benefit or any of its rights in and to the Charged Assets to the relevant assignee, transferee or other such person.

1.6.4. undertake to BoS act in accordance with the terms of this notification (and, in particular, to comply with any instructions of BoS in connection with the SPA or the payment or performance of the Charged Assets).

1.7. This letter and any non-contractual obligations arising out of or in connection with it shall be governed by and construed according to Scots law.

Yours faithfully

_____ _____
Print Name

Director, for and on behalf of
Murray Outsourcing Limited

At:_____ (Place)

On:_____ 2014

in the presence of

_____ Witness
(Sign)

_____ Witness
(Print Full Name)

_____ Address

_____

_____

_____ _____
Print Name

Attorney, for and on behalf of
Bank of Scotland plc

At:_____ (Place)

On:_____ 2014

in the presence of

_____ Witness
(Sign)

_____ Witness
(Print Full Name)

_____ Address

_____

_____

We, the undersigned, agree to and accept the terms of the foregoing letter.

_____ _____
Print Name

Director, for and on behalf of
Kura (CS) Limited

At:_____ (Place)

On:_____ 2014

in the presence of

_____ Witness
(Sign)

_____ Witness
(Print Full Name)

_____ Address

_____

_____

Schedule

Assignation in Security

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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 375224

Charge code: SC37 5224 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th August 2014 and created by MURRAY OUTSOURCING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd September 2014.

Given at Companies House, Edinburgh on 5th September 2014

Companies House

REGISTRAR OF COMPANIES FOR SCOTLAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES