



Registration of a Charge

Company name: **THE HALO KILMARNOCK LIMITED**

Company number: **SC536157**



X8FTZ37V

Received for Electronic Filing: **11/10/2019**

Details of Charge

Date of creation: **02/10/2019**

Charge code: **SC53 6157 0005**

Persons entitled: **SCOTTISH ENTERPRISE**

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 536157

Charge code: SC53 6157 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd October 2019 and created by THE HALO KILMARNOCK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th October 2019 .

Given at Companies House, Edinburgh on 14th October 2019

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

EXECUTION VERSION

ASSIGNATION IN SECURITY

by

THE HALO KILMARNOCK LIMITED

(as Assignor)

In favour of

SCOTTISH ENTERPRISE

(as Lender)

Re: Development Documents

BRODIES LLP
15 Atholl Crescent
Edinburgh EH3 8HA
T: 0131 228 3777
F: 0131 228 3878
Ref: MPST/WGJK/SCO92.184

CERTIFIED A TRUE
COPY SAVE FOR THE
MATERIAL REDACTED
PURSUANT TO S859G
OF THE COMPANIES
ACT 2006

[Signature]
BRODIES LLP
Solicitors

8 / 10 / 2019

Ref: MKEd/S092.184

For the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015, this Assignment in Security is delivered on 2 October 2019

ASSIGNATION IN SECURITY BY

- (1) **THE HALO KILMARNOCK LIMITED**, a company incorporated in Scotland with registered number SC536157 and having its registered office at c/o Macdonald Henderson Limited, 94 Hope Street, Glasgow, Scotland, G2 6PH (the "Assignor");

In favour of

- (2) **SCOTTISH ENTERPRISE**, established under the Enterprise and New Towns (Scotland) Act 1990 and having its principle place of business at Atrium Court, 50 Waterloo Street, Glasgow G2 6HQ (the "Lender").

CONSIDERING THAT:

- (A) the Lender has agreed to make a loan facility available to the Assignor under the Facility Agreement (as defined below);
- (B) one of the conditions precedent to the availability of the facility referred to in paragraph (A) above is that the Assignor grants to the Lender this Assignment.

NOW IT IS HEREBY AGREED AND DECLARED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Assignment:

"Assignment" means this assignment in security;

"Assigned Contracts" means the contracts detailed in Part 2 of the Schedule;

"Assigned Rights" has the meaning given to that term in Clause 4.1 (Assignment);

"Facility Agreement" means the facility agreement between the Assignor and the Lender dated 11 September 2019;

"Related Rights" means:

- (a) all sums which shall from time to time become payable to the Assignor under the Assigned Contracts or any provision thereof;
- (b) all rights of the Assignor arising out of or in connection with any breach or default by a contract counterparty of or under any of the terms, obligations, covenants, undertakings or conditions of the Assigned Contracts; and

- (c) the benefit of all sums recovered in any proceedings against a contract counterparty under the Assigned Contracts.

"**Relevant Party**" has the meaning given to that term in Clause 4.2 (*Assignment*);

"**Schedule**" means the schedule in 2 parts annexed and executed as relative to this Assignment; and

"**Secured Liabilities**" means any and all monies and obligations due, owing or incurred by the Assignor to the Lender in any manner and in any currency or currencies, whether present or future, actual or contingent, incurred alone or jointly with any other person and whether as principal, guarantor, cautioner or surety including interest, costs, charges and expenses incurred by the Lender in respect of those monies or obligations.

1.2 Interpretation

- 1.2.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Assignment, the same meaning in this Assignment.
- 1.2.2 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Assignment as though they were set out in full in this Assignment *mutatis mutandis* except that references to the Facility Agreement are to be construed as references to this Assignment.
- 1.2.3 A Finance Document or other document includes (without prejudice to any prohibition on amendments) all amendments however fundamental to that Finance Document or other document, including any amendment providing for any increase in the amount of a facility or any additional facility.
- 1.2.4 Where there is any conflict between the terms of this Assignment and the terms of the Facility Agreement and/or where the terms of this Assignment are more onerous on the Assignor than the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail.

2 THIRD PARTY RIGHTS

A person who is not a party to this Assignment has no right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or enjoy the benefit of any term of this Assignment.

3 COVENANT TO PAY

The Assignor undertakes to the Lender that it will pay and discharge all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

4 ASSIGNATION

- 4.1 The Assignor as security for the payment and discharge of all the Secured Liabilities hereby assigns to and in favour of the Lender its whole right, title, interest and benefit from time to time in, to and under the Assigned Contracts and Related Rights (the "Assigned Rights").
- 4.2 The Assignor directs and authorises the counterparties under the Assigned Contracts and any other relevant third party (as appropriate) (each a "Relevant Party"), with effect from the date of intimation of this Assignment to the Relevant Parties to pay and make over to the Lender or as the Lender may from time to time direct (following the occurrence of an Event of Default which is continuing) such of the Assigned Rights and all instalments thereof as (i) may then have become due by the Relevant Parties under the Assigned Contracts or by any other relevant third party (as appropriate) and are unpaid and (ii) may thereafter become due, as and when the same fall due for payment. The receipt of the Lender shall be as valid and effective an acknowledgement of all such payments as if given by the Assignor.

5 INTIMATION

- 5.1 The Assignor undertakes forthwith to intimate this Assignment to the Relevant Parties and such other relevant third party as the Lender shall reasonably require in the form set out in the draft letter of intimation in Part 1 of the Schedule and shall provide the Lender with such evidence of intimation as the Lender shall reasonably require.
- 5.2 The Assignor undertakes to use reasonable endeavours to procure that the Relevant Parties who have received an intimation pursuant to Clause 5.1 acknowledge receipt of the intimation of this Assignment in the form set out in the draft form of acknowledgement in Part 1 in the Schedule and shall on receipt of any such acknowledgement provide the Lender with a copy of such acknowledgement.

6 NEGATIVE PLEDGE

The Assignor agrees that it shall be prohibited from granting or creating subsequent to the date of execution of this Assignment any floating security or any other fixed charge over the Assigned Rights or any part thereof, other than (i) in favour of the Lender or in favour of another person and with the prior written consent of the Lender, and/or (ii) Permitted Security.

7 NOTICE OF SUBSEQUENT CHARGE

If the Lender receives notice of any subsequent charge or other interest affecting all or any part of the Assigned Rights the Lender may open a new account or accounts in the name of the Assignor and, if or insofar as the Lender does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Assignor to the Lender shall, notwithstanding any instructions by the Assignor to the contrary, be credited or treated as having been credited to the new account or

accounts and shall not operate to reduce the amount due by the Assignor to the Lender at the time the notice was received.

8 WARRANTIES

8.1 The Assignor warrants to the Lender that:

- 8.1.1 it is solely entitled to the Assigned Rights free from any Security on or over any of the Assigned Rights;
- 8.1.2 the description of the Assigned Contracts set out in Part 2 of the Schedule sets out full, complete and accurate details of the parties to the Assigned Contracts, the dates of execution and registration thereof and of all variations of the Assigned Contracts prior to the date of execution of this Assignment;
- 8.1.3 it has the necessary power to enter into and perform its obligations under this Assignment;
- 8.1.4 Subject to the Legal Reservations, this Assignment constitutes its legal, valid, binding and enforceable obligations;
- 8.1.5 this Assignment does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Assignor is a party or by which it is bound; and
- 8.1.6 all necessary authorisations and consents to enable the Assignor to enter into this Assignment have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Assignment.

9 ENFORCEMENT

The security created by or pursuant to this Assignment shall become immediately enforceable if an Event of Default has occurred and is continuing.

10 POWERS ON ENFORCEMENT

- 10.1 At any time after this Assignment has become enforceable the Lender shall be entitled (but is not obliged) to exercise all and/or any rights and powers in relation to the Assigned Rights which could have been exercised by the Assignor, including:
 - 10.1.1 power to receive all or any money payable in respect of or in connection with the Assigned Rights or any part of it; and
 - 10.1.2 power to negotiate, compromise and/or agree any dispute arising in connection with the Assigned Rights.

10.2 The Lender may exercise any of the powers referred to in this Assignment in such manner and to such extent as the Lender considers appropriate.

10.3 The Lender shall not be liable to account to the Assignor except in respect of the actual receipts of the Lender and shall not be liable to the Assignor for any loss as a result of the exercise by the Lender of any power conferred by this Assignment.

11 APPLICATION OF ENFORCEMENT PROCEEDS

11.1 All monies received by the Lender under or by virtue of this Assignment following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or pari passu with the claims of the Lender under this Assignment, in the order and manner specified by the Facility Agreement notwithstanding any purported appropriation by the Assignor.

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

12 PROTECTION OF SECURITY

12.1 The security created by and any security interest constituted pursuant to this Assignment shall be a continuing security notwithstanding any settlement of account or other matter or thing whatsoever and in particular (but without prejudice to the generality of the foregoing) shall not be considered satisfied by an intermediate repayment or satisfaction of part only of the Secured Liabilities and shall continue in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

12.2 The security created by and any security interest constituted pursuant to this Assignment shall be in addition to and shall not in any way prejudice or be prejudiced by any collateral or other security, right or remedy which the Lender may now or at any time hereafter hold for all or any part of the Secured Liabilities.

12.3 No failure on the part of the Lender to exercise and no delay on its part in exercising any right, remedy, power or privilege under or pursuant to this Assignment or any other document relating to or securing all or any part of the Secured Liabilities will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Assignment and any such other document are cumulative and not exclusive of any right or remedies provided by law.

- 12.4 Each of the provisions in this Assignment shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever, the validity, legality and enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired by that occurrence.
- 12.5 Neither the security created by, nor any security interest constituted pursuant to, this Assignment nor the rights, powers, discretions and remedies conferred upon the Lender by this Assignment or by law shall be discharged, impaired or otherwise affected by reason of:
- 12.5.1 any present or future security, guarantee, indemnity or other right or remedy held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender from time to time exchanging, varying, realising, releasing or failing to perfect or enforce any of the same; or
 - 12.5.2 the Lender compounding with, discharging or releasing or varying the liability of, or granting any time, indulgence or concession to, the Assignor or any other person or renewing, determining, varying or increasing any accommodation or transaction in any manner whatsoever or concurring in accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from the Assignor or any other person; or
 - 12.5.3 any act or omission which would not have discharged or affected the liability of the Assignor had it been a principal debtor instead of cautioner or by anything done or omitted which but for this provision might operate to exonerate the Assignor from the Secured Liabilities; or
 - 12.5.4 any legal limitation, disability, incapacity or other similar circumstance relating to the Assignor.
- 12.6 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Assignment or by law, to:-
- 12.6.1 take any action or obtain judgement or decree in any court against the Assignor; or
 - 12.6.2 make or file any claim to rank in a winding-up or liquidation of the Assignor; or
 - 12.6.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender, in respect of any of the Assignor's obligations to the Lender.

13 FURTHER ASSURANCE

The Assignor shall execute and deliver any further instruments and documents and do all such assurances, acts and things as the Lender may require for perfecting or protecting the security

created by or pursuant to this Assignment over the Assigned Rights or (following the occurrence of an Event of Default which is continuing) for facilitating the realisation of such assets and the exercise of all powers, authorities and discretions conferred on the Lender by this Assignment and shall in particular (but without limitation) promptly after being requested to do so by the Lender, execute all assignments and transfers (in favour of the Lender) of any Assigned Contracts and Related Rights which come into existence after the date of this Assignment and give all notices, orders and directions which the Lender may think expedient for the purposes specified in this Clause 13.

14 SET-OFF

- 14.1 Following the occurrence of an Event of Default which is continuing, the Assignor authorises the Lender to apply any credit balance (then due) to which the Assignor is at any time entitled on any account or accounts with the Lender towards satisfaction of the Secured Liabilities. If such balances are in different currencies, the Lender may convert either balance at the market rate of exchange for the purpose of the set-off.
- 14.2 The Lender shall not be obliged to exercise its rights under this Clause 14.1, which shall be without prejudice and in addition to any right of set-off, compensation, combination of accounts, lien or other right to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).

15 MANDATE AND ATTORNEY

- 15.1 The Assignor hereby irrevocably appoints the Lender to be its mandatary and attorney for it and on its behalf and in its name or otherwise and as such to create or constitute any deed, or to make any alteration or addition or deletion in or to, any documents which the Lender may require for perfecting or protecting the title of the Lender to the Assigned Rights or for vesting any of the Assigned Rights in the Lender or its nominees or any purchaser and to re-deliver the same thereafter and otherwise generally to sign, seal and deliver and perfect any fixed security, floating charge, transfer, disposition, assignment, security and/or assurance or any writing, assurance, document or act which may be required or may be deemed proper by the Lender on or in connection with any sale, lease, disposition, realisation, getting in or other enforcement by the Lender of all or any of the Assigned Rights.
- 15.2 The appointment effected under Clause 15.1 shall take effect immediately, but the powers conferred shall only become exercisable upon the occurrence of an Event of Default which is continuing or if the Assignor does not fulfil any of its obligations under Clause 13 (*Further Assurance*) within 10 Business Days of notice from the Lender to do so.
- 15.3 The Assignor hereby ratifies and confirms and agrees to ratify and confirm whatever any such mandatary or attorney shall do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 15.

16 NOTICES

All notices, requests, demands and other communications to be given under this Assignment shall be given and/or be deemed to be given in the same manner as notices to be given under the Facility Agreement and the terms of clause 28 (*Notices*) of the Facility Agreement shall apply mutatis mutandis to this Assignment as though that clause were set out in full in this Assignment.

17 INDEMNITY

Subject to the terms of the Facility Agreement, the Lender and every attorney, manager, agent or other person appointed by the Lender in connection with this Assignment shall be entitled to be indemnified out of the Assigned Rights in respect of all liabilities and expenses incurred by it in the execution or purported execution of any of the powers, authorities or discretions vested in it pursuant to this Assignment and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Assigned Rights and the Lender may retain and pay all sums in respect of the same out of any monies received under the powers conferred by this Assignment.

18 LIABILITY OF LENDER

The Lender shall not in any circumstances be liable to the Assignor or any other person for any losses, damages, liabilities or expenses arising from or in connection with the application or enforcement of this Assignment or any realisation, appropriation or application of the Assigned Rights or from any act, default or omission of the Lender, or its officers, employees or agents in relation to the Secured Assets or otherwise in connection with this Assignment, except to the extent caused by the fraud, gross negligence, wilful neglect or default of the Lender or its officers, employees or agents.

19 AVOIDANCE OF PAYMENTS

Any amount which has been paid by the Assignor to the Lender and which is, in the opinion of the Lender, capable of being reduced or restored or otherwise avoided, in whole or in part, in the liquidation or administration of the Assignor shall not be regarded as having been irrevocably paid for the purposes of this Assignment.

20 THIRD PARTY PROTECTION

20.1 No person (including a purchaser) dealing with the Lender or its or his agents will be concerned to enquire:

20.1.1 whether the Secured Liabilities have become payable;

20.1.2 whether any power which the Lender is purporting to exercise has become exercisable or is being properly exercised;

20.1.3 whether any money remains due under the Finance Documents; or

20.1.4 how any money paid to the Lender is to be applied.

21 ASSIGNATION OF RIGHTS/OBLIGATIONS

21.1 The Lender may at any time assign or transfer any of its rights and/or obligations under this Assignment.

21.2 The Assignor may not assign or transfer any of its rights and/or obligations under this Assignment.

22 RELEASE

Once the Secured Liabilities have been paid or discharged in full, the Lender shall, at the request and reasonable cost of the Assignor, take any action which is necessary to release the security created (or expressed to be created) by this Assignment and execute and deliver such further deeds and documents as the Assignor may reasonably require to give effect to this Clause 22.

23 COUNTERPARTS

23.1 This Assignment 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 Assignment.

23.2 Where executed in counterparts:

23.2.1 this Assignment will not take effect until each of the counterparts has been delivered; and

23.2.2 where any counterpart is being held as undelivered, delivery will take place only when the date of delivery is agreed between the parties after execution of this Assignment.

24 GOVERNING LAW AND JURISDICTION

24.1 This Assignment and any non-contractual obligations arising out of or in connection with it are governed by Scots law.

24.2 The Scottish courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Assignment (including a dispute relating to non-contractual obligations arising from or in connection with this Assignment or a dispute regarding the existence, validity or termination of this Assignment) (a "Dispute").

24.3 The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Assignment will argue to the contrary.

24.4 This Clause 24 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 (while taking account of the provisions of Clause 24.3 above).

25 CERTIFICATES AND CONSENT TO REGISTRATION

- 25.1 A certificate signed by any official, manager or equivalent account officer of the Lender shall, in the absence of manifest or proven error, conclusively determine the Secured Liabilities at any relevant time.
- 25.2 The Assignor hereby consents to the registration of this Assignment and of any certificate referred to in Clause 25.1 for preservation and, on and after the enforcement of the security hereby granted, execution.

IN WITNESS WHEREOF these presents consisting of this, the preceding 9 pages and the Schedule are executed as follows and are delivered for the purposes of the Legal Writings (Counterparts and Delivery) (Scotland) Act 2015 on the date set out on page 1 of this Assignment:

THE ASSIGNOR

For and on behalf of THE HALO KILMARNOCK LIMITED by

[Redacted signature of witness]

signature of witness

FRASER MORRISON

full name of above (print)

[Redacted address of witness]

Address of witness

[Redacted signature of director/authorised signatory]

signature of director/authorised signatory

CAROL J. JAMES

full name of above (print)

02/10/2019

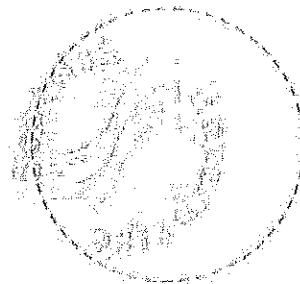
date of signing

GLASGOW

place of signing

THE LENDER

Sealed with the common seal of SCOTTISH ENTERPRISE



and subscribed for and on behalf of SCOTTISH ENTERPRISE by:

signature of witness

signature of authorised signatory

full name of above (print)

CATHERINE MARY COOK

full name of above (print)

20 October 2019

date of signing

Address of witness

Glasgow

place of signing

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING ASSIGNATION IN SECURITY BY THE
HALO KILMARNOCK LIMITED IN FAVOUR OF SCOTTISH ENTERPRISE

SCHEDULE

PART 1

Form of Notice to Relevant Parties

[Tenant]

Attn: []

Date:

Dear Sirs,

Re: [Property]

- 1 We refer to the [contract name] between [] and [] dated [] (the Contract).
- 2 We give you notice that by an Assignment in Security between ourselves as Assignor and Scottish Enterprise (the Lender) all our right, title, interest and benefit in and to the Contract have been assigned by way of security to the Lender upon the terms set out in the Assignment in Security.
- 3 Subject to paragraph 4 below, we irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary), until you receive notice from the Lender to the contrary, to pay all monies payable by you under the Contract to the following bank account:

Bank:

Address:

Sort Code:

Account Number:

Account Name:

Reference: [•]

- 4 If directed by the Lender in writing to do so, we irrevocably and unconditionally authorise you to pay all sums payable by you under the Contract directly to the Lender at such account as the Lender may specify from time to time, following the occurrence of an Event of Default which is continuing.
- 5 This notice is governed by the laws of Scotland.

Please acknowledge receipt of this notice and your acceptance of its contents by signing the attached acknowledgement and returning it to the Lender. A certified true copy of the Assignment in Security is annexed.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

Yours faithfully

.....
For and on behalf of THE HALO KILMARNOCK LIMITED

Form of Acknowledgement from a Relevant Party

Scottish Enterprise
Atrium Court
50 Waterloo Street
Glasgow
G2 6HQ

Attention: [Allan McQuade – Director of Business Infrastructure]

Dear Sirs,

Re: [Contract]

We acknowledge receipt of a notice dated [] and addressed to us by The Halo Kilmarnock Limited (the Assignor) regarding the Contract (as defined in the notice) mentioned in such notice and we accept the instructions and authorisations contained in such notice.

We acknowledge and confirm that:

- (a) we have not, as at the date of this acknowledgement, received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect, of the rights of the Assignor under or in respect of the Contract (as defined in the notice); and
- (b) we shall pay all monies payable by us under the Contract to the account in the name of The Halo Kilmarnock Limited (details of which are set out in the notice) and we shall continue to pay those monies to such account until we receive your written instructions to the contrary.

This letter is governed by the laws of Scotland.

Yours faithfully

.....
For and on behalf of
[Contract counterparty]

PART 2

ASSIGNED CONTRACTS

- 1 Building Contract between the Assignor and Galliford Try Building Limited (T/A Morrison Construction Scotland) dated 19 September 2019;
- 2 Parent Company Guarantee between Galliford Try Construction and Investments Holdings Limited and the Assignor dated 5 September 2019 and 19 September 2019;
- 3 Performance Bond among Travelers Insurance Company Limited, Galliford Try Building Limited (T/A Morrison Construction Scotland) and the Assignor dated 10 September 2019, 12 September 2019, and 19 September 2019;
- 4 Framework Agreement between the Assignor and Kepple Design Limited dated 26 September 2019 and 27 September 2019;
- 5 Call-off Agreement between the Assignor and Kepple Design Limited dated 26 September 2019 and 27 September 2019;
- 6 Framework Agreement between the Assignor and Ramboll UK Limited dated 2 October 2019;
- 7 Call-off Agreement between the Assignor and Ramboll UK Limited dated 2 October 2019;
- 8 Framework Agreement between the Assignor and Dougall Baillie Associates Limited dated 26 September 2019 and 27 September 2019;
- 9 Call-off Agreement between the Assignor and Dougall Baillie Associates Limited dated 24 September 2019 and 26 September 2019;
- 10 Call-off Agreement between the Assignor and Gleeds Cost Management Limited (re Monitoring Surveyor role) dated 24 September 2019;
- 11 Framework Agreement between the Assignor and Gleeds Cost Management Limited dated 24 September 2019;
- 12 Call-off Agreement between the Assignor and Gleeds Cost Management Limited (re contract administration / cost consultancy role) dated 24 September 2019;
- 13 Framework Agreement between the Assignor and Malcolm Hollis LLP dated 24 September 2019 and 27 September 2019;
- 14 Call-off Agreement between the Assignor and Malcolm Hollis LLP dated 24 September 2019;
- 15 Framework Agreement between the Assignor and TGP Landscape Architects Limited dated 5 March 2018 and 27 September 2019;

- 16 Call-off Agreement between the Assignor and TGP Landscape Architects Limited dated 26 September 2019 and 27 September 2019;
- 17 Framework Agreement between the Assignor and Johnson Poole and Bloomer Limited dated 1 October 2019 and 2 October 2019; and
- 18 Call-off Agreement between the Assignor and Johnson Poole and Bloomer Limited dated 2 October 2019.

