

# MR01

## Particulars of a charge



100129/13

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

You can use the Web  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

THURSDAY



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\*A34J7CX7\*

27/03/2014

#198

COMPANIES HOUSE

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

☐ **What this form is NOT**  
You may not use this for  
register a charge where  
instrument Use form M.

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



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

### 1 Company details

Company number 0 0 6 8 1 5 3 7

Company name in full Clugston Construction Limited

For official use

→ 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 2 6 0 3 2 0 1 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 Zurich Insurance Public Limited Company c/o Zurich Surety

Name

Name

Name

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

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

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<b>4</b>	<b>Description</b>	
Description	<p>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</p> <p>In respect of amounts paid or payable to Zurich Insurance Public Limited Company from time to time pursuant to a Trust Deposit Deed Dated 26th March 2014</p>	<p><b>Continuation page</b> Please use a continuation page if you need to enter more details</p>
<b>5</b>	<b>Fixed charge or fixed security</b>	
	<p>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</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>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</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>	

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Trustee statement <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

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

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

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### 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  
Jennifer Metcalfe

Company name  
Zurich Surety

Address  
Cypress House

3 Grove Avenue

Post town  
Wilmslow

County/Region  
Cheshire

Postcode  
S K 9 5 E G

Country  
England

DX

Telephone  
01625 527 242



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 681537

Charge code: 0068 1537 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2014 and created by CLUGSTON CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2014.

P

Given at Companies House, Cardiff on 1st April 2014



**Companies House**



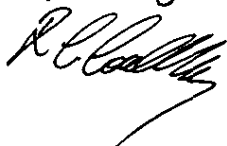
**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED 26th March 2014

- (1) ZURICH INSURANCE PUBLIC LIMITED COMPANY
- (2) CLUGSTON CONSTRUCTION LIMITED

TRUST DEPOSIT DEED

I do hereby certify that this  
is a true and complete copy  
of the original



Rebecca Coates  
Wilmslow, 26 March 2014

**THIS TRUST DEPOSIT DEED** is made the 26<sup>th</sup> day of March 2014

**BETWEEN**

- (1) **ZURICH INSURANCE PUBLIC LIMITED COMPANY** ("the Surety") a public limited company incorporated in Ireland (Registration No 13460) whose registered office is at Zurich House Ballsbridge Park Dublin 4 Ireland UK branch registered in England and Wales Registration No BR7985 and whose address for service for the purposes of this Deed is Zurich Surety of Cypress House 3 Grove Avenue Wilmslow Cheshire SK9 5EG or such other address as shall be notified in writing from time to time
- (2) **CLUGSTON CONSTRUCTION LIMITED** a company registered and incorporated in England and Wales (Company Number 00681537) ("the Company") whose registered office is at St Vincent House Normanby Road Scunthorpe North Lincolnshire DN15 8QT

**WHEREAS:**

The Surety has agreed to issue or execute or procure the issue or execution of the Wilton Bonds to secure the obligations of the Company in consideration of and subject to the provisions of a Deed of Counter Indemnity between the Company and others and the Surety dated 17 July 2002 as extended supplemented varied replaced or substituted from time to time ("the Indemnity") and the deposit by the Company of sums from time to time as collateral cash cover upon the trusts terms and provisions of and subject to the charge set out in this deed

**NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED** as follows -

**1 INTERPRETATION AND CONSTRUCTION**

**1.1 Definitions**

In this deed words and expressions defined in the Indemnity shall have the same meanings and in addition the following words or expressions shall bear the following meanings -

<b>"EXPRESSION"</b>	<b>"MEANING"</b>
"Acknowledgement"	An acknowledgement by the Bank of the receipt of the Cash Collateral upon the terms of this deed in the form set out in Schedule II hereto or in such other form as may be agreed between the Bank and the Surety
"Bank"	The Royal Bank of Scotland Plc or such other bank being a member of the British Banker's Association as shall from time to time be agreed between the Surety and the Company
"Cash Collateral"	The sums from time to time paid by the Company to the Surety for deposit in the Trust Account and the interest thereon (and such other amounts as shall be held by the Surety in the Trust Account hereafter following the application or release of any part thereof or the accrual of any interest thereto in accordance with the terms of this deed) held as collateral cash cover upon the terms of this deed excluding only the interest accruing in the Trust Account which shall be payable to the Company in accordance with clause 4.1
"Financial Collateral Regulations"	The Financial Collateral Arrangements (No 2) Regulations 2003
"Notice"	The Notice to the Bank in the form set out at Schedule I or in such other form as may be agreed between the Bank and the Surety

"Trust Account"

The interest bearing deposit account numbered 10969926 sort code 16-00-18 at The Royal Bank of Scotland Plc designated "Zurich Insurance Public Limited Company Trust Account re Clugston Construction Limited" and includes any sub-account and any re-designation of that account and any account (a) substituted as the Trust Account by written agreement between the Surety and the Company or (b) maintained with a Bank other than The Royal Bank of Scotland Plc

Wilton Bonds

A performance bond numbered 64861/0414/2449 in the sum of £7,407,927 (Seven Million Four Hundred and Seven Thousand Nine Hundred and Twenty Seven Pounds) or thereabouts in favour of Constructions Industrielles de la Méditerranée S A (the "Beneficiary") to secure the performance and discharge of the obligations and liabilities of the Company to carry out the civil engineering works in respect of the design, procure, construction and commission of the Wilton Energy Recovery Facility as such bond may be extended amended varied replaced substituted or supplemented from time to time, and an advance payment bond numbered 64862/0414/2450 in the sum of £2,469,309 (Two Million Four Hundred and Sixty Nine Thousand Three Hundred and Nine Pounds) or thereabouts also in favour of the Beneficiary to secure the performance and discharge of the obligations and liabilities of the with regard to the repayment of the Advance Payment in connection with its contract for the design, procure, construction and commission of the civil engineering works relating to the Wilton Energy Recovery Facility as such bond may be extended amended varied replaced substituted or supplemented from time to time,

- 1 2 The recitals set out above shall be part of this deed and treated as operative provisions hereof
- 1 3 The headings inserted in this deed are for convenience only and shall not affect the interpretation and construction of the operative provisions
- 1 4 A reference to a clause paragraph or schedule unless expressly stated to refer to any other agreement is a reference to a clause or paragraph of or a schedule to this deed
- 1 5 The single includes the plural and vice versa and the plural shall include all or any
- 1 6 The word "including" shall be construed as being by way of example or illustration and shall not take effect or be construed as limiting the generality of any foregoing words

**2 PAYMENTS OF CASH COLLATERAL**

- 2 1 The Company shall from time to time pay to the Surety sums by way of Cash Collateral
- 2 2 The Surety shall hold and apply all Cash Collateral as financial collateral in accordance with the Financial Collateral Regulations for the purposes of, upon the trusts and subject to the charge set out in this deed

**3 THE TRUSTS**

- 3 1 The Company and the Surety agree that the Cash Collateral shall be held by the Surety in trust for the benefit of the Surety to apply the same for the purposes (each of which shall be construed as a separate and distinct purpose) set out in clause 3 2
- 3 2 The Surety shall apply the Cash Collateral -



- 3.2 1 in payment of any sum or sums due and payable to the Surety under the Indemnity in respect of the Wilton Bonds and any obligations or liabilities of the Surety under the Wilton Bonds from time to time,
- 3 2 2 in payment of any sum demanded by the Surety in accordance with the provisions of the Indemnity in respect of the Wilton Bonds and any obligations or liabilities of the Surety under the Wilton Bonds and not recovered by the Surety for any reason including the invalidity unenforceability or illegality thereof or the incapacity or lack of authority or corporate powers of the Company and
- 3 2 3 in payment to the Surety of an annual administration fee (and pro rata per diem for any period of less than one year during which the Cash Collateral shall be held pursuant to this deed) at the rate of 0.25% of the highest balance held in the Trust Account during such period each for the purpose of the Financial Collateral Regulations a relevant financial obligation and to such extent and for such purposes the Surety shall be beneficially entitled to the Cash Collateral
- 3 3 Subject to the provisions of clause 3.2 and the provisions of clause 13 and after making all payments thereunder the Surety shall procure the payment or release of the Cash Collateral to the Company in accordance with the provisions of clause 5 and until such time the Company shall not save in the circumstances prescribed by clause 4 be entitled to require the withdrawal of any sums from the Trust Account
- 3 4 The perpetuity period applicable to the trusts created by this deed shall be eighty (80) years

#### **4 INTEREST AND RELEASES OF CASH COLLATERAL**

- 4 1 Subject to the provisions of clause 4.2 (and provided that the amount held as Cash Collateral shall be not less than the aggregate sum which the Company shall be required to deposit) the Surety as trustee shall direct the Bank to account to the Company for any interest that shall accrue in the Trust Account and to pay such interest to the Company quarterly (or at such other periods as the Bank may agree)
- 4 2 If the Surety shall have made demand for any payment or repayment of any sum under the Indemnity in respect of the Wilton Bonds and any obligations or liabilities of the Surety under the Wilton Bonds or for the payment of any sum due and payable in respect of the Wilton Bonds and any such demand shall not have been promptly met by the Company in accordance with the terms of the Indemnity for whatever reason including the reasons set out at clause 3.2.2 the Surety shall be entitled to direct the Bank to accumulate the interest accruing as aforesaid and shall be entitled to apply such interest in payment of any such sums and as and from such date all interest accruing upon the Cash Collateral shall be retained in the Trust Account to be impressed with the trusts set out in clauses 3 and 5 and applied by the Surety in accordance with the provisions of this deed

#### **5 RELEASE PROVISIONS**

- 5 1 At such time as all claims (if any) made under or in respect of the Wilton Bonds shall have been settled or discharged to the reasonable satisfaction of the Surety, all sums (if any) due to the Surety in respect thereof or under the Indemnity in respect of the Wilton Bonds have been duly paid and the Wilton Bonds have been cancelled and released to the reasonable satisfaction of the Surety with no outstanding claims or liabilities (contingent or otherwise) thereunder the Cash Collateral or such part thereof as shall not have been properly applied by the Surety as aforesaid shall be repaid to the Company
- 5 2 At such time as an evergreen irrevocable unconditional bank guarantee (in form and substance acceptable to Zurich from a bank approved by Zurich at its absolute discretion) equal to the Cash Collateral shall be received by Zurich, the Cash Collateral or such part thereof as shall not have been properly applied by the Surety as aforesaid shall be repaid to the Company
- 5 3 Where at any time the amount held by way of Cash Collateral shall exceed the aggregate sum of the Bond Amounts under the Wilton Bonds issued executed or procured by the Surety and all amounts due or

payable to the Surety under the Indemnity in respect of the Wilton Bonds the Surety shall repay the amount of any such excess to the Company

- 5 4 Where at any time under this deed the Cash Collateral or any part thereof is to be released by the Surety to the Company the interest of the Company in the Cash Collateral or such part thereof shall thereupon vest and such amount shall be paid or transferred to the Company or as it shall direct

**6 OTHER AGREEMENTS**

- 6 1 The provisions of this Deed shall in the event of any inconsistency prevail over any terms agreed with the Bank in respect of the Trust Account and/or any mandate supplied or provided by the Surety in connection with the administration and/or operation of the Trust Account
- 6 2 The Surety shall provide the Company with copies of all notices and other communications supplied to or received by the Bank following such supply or receipt (as the case may be)

**7 NOTICE AND ACKNOWLEDGEMENT**

- 7 1 The Company shall upon the execution of this deed produce to the Surety the Acknowledgement
- 7 2 By the Acknowledgement the Bank acknowledges and undertakes that the Cash Collateral is impressed with the trusts and subject to the charge herein set out and that the same or any part thereof shall be paid to or as directed by the Surety without any deduction counterclaim or set off on the part of the Bank

**8 CUMULATIVE REMEDIES AND SUBROGATION**

- 8 1 The rights of the Surety under this deed shall be in addition and without prejudice to all other rights and remedies which the Surety may have whether under the Indemnity or any other counter indemnity agreement deed or instrument or arising by operation of law
- 8 2 The deposit of the Cash Collateral in the Trust Account shall not prejudice reduce or affect the obligations of the Company to the Surety under the Indemnity nor shall the rights of the Surety hereunder be discharged or affected by any failure of or defect in the Indemnity or any legal limitation upon or incapacity of any of the Company (whether arising out of any lack of authority corporate powers or otherwise and whether or not known to the Surety) as a result of which any of the liabilities of the Company thereunder may be rendered illegal void or unenforceable by the Surety

**9 CONCLUSIVE EVIDENCE PROVISIONS**

For the purposes of this deed the certificate of the Surety duly signed by an authorised officer of the Surety requesting the payment or withdrawal of the Cash Collateral or part thereof from the Trust Account or directing that interest shall accrue to the Trust Account pursuant to Clause 4 2 shall as between the Company and the Surety be conclusive evidence in the absence of manifest error that the Cash Collateral or any such part may be withdrawn and is due and payable to the Surety hereunder or as it may direct or as the case may be that such interest shall accrue and shall be authority to the Bank to make such payment or to accrue such interest

**10 INDULGENCE**

The Cash Collateral shall be retained by the Surety in the Trust Account as financial collateral pursuant to the Financial Collateral Regulations upon the trusts and subject to the charge herein set out (subject only to the provisions for release set out in clause 5 of this deed) notwithstanding any intermediate payment or settlement under the Indemnity and no allowance of time forbearance forgiveness or other indulgence in or in respect of any matter or thing arising under this deed the Wilton Bonds (including any extension or renewal thereof) or the Indemnity shall operate to release reduce discharge or otherwise affect the rights of the Surety hereunder

**11 FEES COSTS AND EXPENSES**

- 11 1 The Surety as trustee of the Cash Collateral shall be entitled to the payment or reimbursement of all costs claims expenses (including legal fees on a full indemnity basis) and liabilities which it will or may expend or incur in or about the enforcement of this deed and the trusts herein set out and any costs of collection (including legal costs on a full indemnity basis) on and after the failure by the Company to respond to a demand properly made under the Indemnity in respect of the Wilton Bonds, and
- 11 2 All of such costs claims fees or expenses may to the extent not otherwise paid to the Surety by the Company within seven (7) days of written demand therefor be withdrawn from or discharged out of the Cash Collateral

**12 DUTIES AND LIABILITIES OF SURETY AS TRUSTEE**

- 12 1 Notwithstanding anything to the contrary expressed or implied herein the Surety as trustee shall not -
- 12 1 1 be under any obligations other than those for which express provision is made herein,
- 12 1 2 be liable in or about the execution of the trusts set out in this deed otherwise than by reason of its own gross negligence or wilful misconduct as trustee, or
- 12 1 3 following the vesting of the Company's interest in the Cash Collateral or any part thereof pursuant to clause 5 be bound to enquire into the application of the Cash Collateral or such part if paid or applied to or by the direction of the Company and prior to such vesting the Surety shall be entitled but not obliged to act (and shall incur no liability to the Company for so acting) in accordance with a written direction from the Company with regard to the Cash Collateral, or
- 12 1 4 be liable to ensure or monitor the rate of return or interest payable in respect of or on the Cash Collateral and the duties of the Surety to invest such sum shall be discharged by the investment of the same in the Trust Account upon such terms as the Company may agree with the Bank from time to time PROVIDED THAT such agreement shall not conflict with the entitlement of the Surety to the withdrawal of the Cash Collateral or any part thereof under this deed
- 12 2 The Surety may delegate or sub-delegate the exercise of any right power authority or discretion set out in this deed to any of its professional advisers including without limitation bankers accountants and legal advisers
- 12 3 Following the release and discharge of the Wilton Bonds and the payment of all other sums due to the Surety in accordance with the provisions of this deed and the repayment of the Cash Collateral or the unexpended part thereof the Surety shall be released and discharged absolutely from the trusts contained herein

**13 CHARGING PROVISIONS**

- 13 1 Without limiting the operation of the trusts set out in clause 3 of this deed and the rights and remedies of the Surety under the Financial Collateral Regulations the Company hereby charges to the Surety all its right title and interest (whether vested or contingent) in the Trust Account and the Cash Collateral as a continuing security with the payment of any sum or sums due and payable to the Surety under the Indemnity in respect of the Wilton Bonds and unpaid for any reason including those set out in clause 3 2 2
- 13 2 If upon the satisfaction of the conditions set out in clause 5 the Cash Collateral or any part thereof shall fall to be released the Cash Collateral or such part as the case may be shall be released and discharged from the charge contained in clause 13 1
- 13 3 The registration of the charge set out in clause 13 1 with H M Companies Registry pursuant to the provisions of Section 860 of the Companies Act 2006 as amended or re-enacted from time to time shall

not be deemed to affect the construction or interpretation of this Deed nor the operation and enforcement of the trusts herein set out and the application of the Cash Collateral for the purposes thereof

**14 TAX**

- 14 1 If the Surety is bound or required under any applicable law affecting the Cash Collateral, the Trust Account, or any payments to be made therefrom in accordance with the provisions of this deed to the Company (or any person by the direction of any of them) or to the Surety acting through its address in the United Kingdom set out above from time to time (a) to make payment of any tax levy charge or other financial impost whatsoever due or payable to or imposed by any tax revenue or fiscal authority of any government body local authority department of state or otherwise in accordance with such applicable law or (b) to retain or account for any proportion in respect thereof, the Surety shall be entitled to retain the same and shall be bound to pay or apply the same within the time allowed for such payment under the applicable law (save that any interest accrued or accruing thereon during such retention and pending such payment and/or application shall subject to clause 4 be for the account and benefit of the Company) in such manner and for such purposes
- 14 2 If the Surety is, at any time, bound or required under any applicable law to make any payment as referred to in clause 14 1, it shall deliver to the Company within thirty (30) days after it has made such payment to the applicable authority, an original of the receipt (or a certified copy thereof) issued by such authority evidencing such payment

**15 NOTICES OR OTHER COMMUNICATIONS**

Any demand or notice hereunder shall be in writing and may be made by sending the same by first class pre paid post, special delivery post, recorded delivery or by facsimile transmission to the registered office address of the Company or to the facsimile transmission number as follows -

Registered office address St Vincent House Normanby Road Scunthorpe North Lincolnshire DN15 8QT  
Facsimile number 01724 867680  
For the attention of the Commercial Director

or such other address or facsimile transmission in the United Kingdom as shall from time to time be advised by the Company to the Surety in writing and any such notice or demand addressed to the Company shall be deemed to be served in the case of a notice or demand sent by post on the following day or if the following day shall not be a Business Day on the Business Day following next thereafter and in the case of a notice or demand sent or transmitted by facsimile on the day of transmission or if sent after 5 00 pm on such day on the next Business Day thereafter

**16 LAW AND JURISDICTION**

This deed shall be governed by and construed in accordance with English law and the courts of England shall have non-exclusive jurisdiction hereunder

**IN WITNESS** whereof this deed has been executed by the Surety and the Company as a deed and is intended to be and is hereby delivered on the day and year first before written

SCHEDULE I  
NOTICE TO BANK

To      The Royal Bank of Scotland plc  
         Commercial Support Team  
         40 Horsemarket Street  
         Warrington  
         WA1 1XN  
         For the attention of Jane Stewart

Trust Deposit Account – Zurich Insurance Public Limited Company ("ZIP")  
Trust Account re [INSERT COMPANY NAME] (the "Company")  
Client Account Number [INSERT NUMBER] (the "Trust Account")

Dear Sirs

- 1    We write to notify you that the sums deposited in the Trust Account from time to time shall be held by ZIP as trustee for the specific purposes set out in a Trust Deposit Deed dated [INSERT DATE] and made between ZIP and the Company
- 2    Subject to the provisions of paragraph 3 below, no amounts may be paid or released from the Trust Account unless authorised in writing by two duly authorised officers of ZIP in accordance with the account mandate entered into by ZIP with you in connection with the Trust Account or any revised or replacement mandate from time to time, being at the date hereof (without limitation to the appointment of additional authorised officers) Leroy Hobson, Louise Town, Richard John White, John Vincent Newsham and Kim Katherine Ashworth
- 3    Until such time as ZIP shall notify you in writing to the contrary, interest accruing on balances from time to time held in the Trust Account should be paid to the Company's account [INSERT ACCOUNT DETAILS TO WHICH MONIES SHOULD BE TRANSFERRED] and quarterly statements in respect of the Trust Account shall be delivered to each of ZIP and the Company at the following addresses

[INSERT ADDRESS DETAILS FOR ZIP AND THE COMPANY]

- 4    The sums held in the Trust Account are impressed with the trusts and subject to the charge set out in the Trust Deposit Deed and, subject to the provisions of paragraph 4 of the attached form of acknowledgement, are to be applied under and in accordance with the provisions thereof without any deduction set off or counterclaim and have been or will be deposited with you upon the basis that no such claim for the payment or application of the sums from time to time standing to the credit of the Trust Account shall be made by you and such sums may not be set off against any liability or financial indebtedness to you of any person including without limitation the Company and ZIP provided that you may debit the Trust Account with your standard costs and charges in connection with the opening, maintenance and operation of the Trust Account
- 5    The instructions contained in this letter may not be revoked or varied without the written consent of ZIP and any direction, notice or consent that is given or purported to be given for and on behalf of ZIP shall be conclusive for all purposes
- 6    ZIP shall indemnify you and keep you indemnified fully and effectively from and against all losses, damages, liabilities and costs and expenses that you may incur in connection with or by reason of you complying with the terms of this Notice or in relation to the Trust Account save where caused by your gross negligence or wilful default
- 7    Notwithstanding any term of this Notice, you are not bound by nor deemed to have notice of any terms of the Trust Deposit Deed
- 8    This Notice is countersigned by the Company to evidence its agreement to the content of it
- 9    This Notice shall be governed by and construed in accordance with English law

Please acknowledge receipt of this Notice by signing and returning the enclosed acknowledgement to us

Signed for and on behalf of  
ZURICH INSURANCE PUBLIC LIMITED COMPANY

Authorised Signatory

Authorised Signatory

Signed for and on behalf of  
the Company

Director/Company Secretary

SCHEDULE II  
FORM OF ACKNOWLEDGEMENT

TO [INSERT COMPANY NAME AND ADDRESS]

and

Zurich Insurance Public Limited Company  
c/o Zurich Global Corporate UK, Surety  
Second Floor  
Sandfield House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5BZ

[INSERT DATE]

Dear Sirs

Re Trust Deposit Account – Zurich Insurance Public Limited Company ("ZIP")  
Trust Account re [INSERT COMPANY NAME] (the "Company")  
Client Account Number [INSERT NUMBER] (the "Trust Account")

- (1) We acknowledge receipt of the notice given by ZIP and the Company dated [INSERT DATE] (the "Notice") delivered pursuant to a trust deposit deed dated [INSERT DATE] and made between ZIP and the Company (the "Trust Deposit Deed"). We confirm and acknowledge that we have opened the Trust Account in which account the sum of £[INSERT AMOUNT] is currently held (the "Cash Collateral")
- (2) We are not aware of and have not received any other notice affecting the Trust Account
- (3) We undertake that in consideration of the deposit of the Cash Collateral with us we shall -
  - (a) comply with the instructions contained in the Notice,
  - (b) not exercise or seek to exercise any lien or right of set off or combination of accounts against the Trust Account or any balance held therein from time to time save as permitted in the Notice,
  - (c) forthwith on written demand duly signed by two authorised signatories on behalf of ZIP (1) accumulate any interest accruing to the Trust Account in accordance with the account mandate entered into by ZIP with us in connection with the Trust Account or any revised or replacement mandate from time to time and/or (2) pay to ZIP or as it may direct out of the Trust Account the lesser of -
    - (i) the amount so demanded, and
    - (ii) the balance (including accrued interest to the date of such demand) then standing to the credit of the Trust Account
- (4) Nothing contained within the Notice or this Acknowledgement shall
  - (a) affect any obligation on our part to comply with any applicable law or regulation or any order of a court of competent jurisdiction to which we may at any time be subject (including any applicable law or regulation or any order of a court of competent jurisdiction to which we may at any time be subject which requires that we pay or transfer sums held in the Trust Account otherwise than as described in paragraph (b) of this paragraph (4) or as prescribed by the Trust Deposit Deed) or
  - (b) impose upon us any obligation to enquire into whether any breach of trust has occurred or enquire into enforce or ensure compliance by the parties to the Trust Deposit Deed with their respective obligations thereunder and our obligations in relation to the Trust Account shall be fully discharged and satisfied by the payment or transfer of the sums held in the Trust Account either -

- (i) in the case of any interest accruing, to the Company in accordance with paragraph 3 of the Notice,  
or
- (ii) in accordance with a written demand of ZIP made in accordance with paragraph 3(c) of this  
Acknowledgement

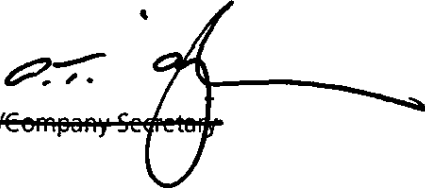
Signed  
for and on behalf of THE ROYAL BANK OF SCOTLAND PLC  
by  
Duly Authorised Officer



**EXECUTED AND DELIVERED** as a deed by  
**CLUGSTON CONSTRUCTION LIMITED**  
in the presence of




Director



Director/Company Secretary

A. F. Armstrong

**EXECUTED AND DELIVERED** as a deed by  
**ZURICH INSURANCE PUBLIC LIMITED COMPANY**  
in the presence of



Authorised Signatory



Authorised Signatory