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

MR01 Particulars of a charge



	A fee is payable with this form Please see 'How to pay' on the last page You can use the WebFiling service Please go to www companieshouse	
• •	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 will 21 days beginning with the day after the date of creation of the chard delivered outside of the 21 days it will be rejected unless it is accompactor order extending the time for delivery	*S4I0LRZM* SCT 14/10/2015 #535
	You must enclose a certified copy of the instrument with this form. The scanned and placed on the public record. Do not send the original	COMPANIES HOUSE
1	Company details	For official use
Company number	0 5 4 3 6 2 3 2	Filling in this form Please complete in typescript or in
Company name in full	Duo Mineral Processing Limited	bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Charge creation date	
Charge creation date	3 6 8 2 6 4 5	
3	Names of persons, security agents or trustees entitled to th	ne charge
	Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	Balfour Beatty Civil Engineering Limited	
Name /	Galliford Try Infrastructure Limited	_
محم 		_
Name	Carillion Construction Limited	_
Name		-
		_
	If there are more than four names, please supply any four of these names the tick the statement below I confirm that there are more than four persons, security agents or trustees entitled to the charge	en

MR01 Particulars of a charge **Brief description** Please give a short description of any land, ship, aircraft or intellectual property Please submit only a short description If there are a number of registered or required to be registered in the UK subject to a charge (which is plots of land, aircraft and/or ships, not a floating charge) or fixed security included in the instrument you should simply describe some of them in the text field and add a Brief description N/A statement along the lines of, "for more details please refer to the instrument' Please limit the description to the available space Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box Yes \checkmark No Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box Yes Continue $\overline{\mathcal{Q}}$ No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? Yes **Negative Pledge** Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box Yes No Trustee statement O You may tick the box if the company named in Section 1 is acting as trustee of O This statement may be filed after the registration of the charge (use the property or undertaking which is the subject of the charge form MR06) Signature Please sign the form here Signature Signature Karen Hogu X

FOR AND ON BEHALF OF MACROBERTS LLP

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

MR01

Particulars of a charge

4

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Kristina Mutch (CJV/1/2)								
Company name MacRoberts LLP								
Address 30 Semple Street								
Post town Edinburgh								
County/Region								
Postcode	E	Н	3		8	В	L	
Country			-					
DX ED207 -	EDIN	BUI	RGH	+				
Telephone 0131	2482 ⁻	 175		•				

✓ 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

i 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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5436232

Charge code: 0543 6232 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2015 and created by DUO MINERAL PROCESSING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2015.

0

Given at Companies House, Cardiff on 20th October 2015





EDINBURGH CERTIFIED A TRUE COPY

macroberts 4/10/15

FLOATING CHARGE

by

DUO MINERAL PROCESSING LIMITED

in favour of

BALFOUR BEATTY CIVIL
ENGINEERING LIMITED, GALLIFORD TRY INFRASTRUCTURE LIMITED AND
CARILLION CONSTRUCTION LIMITED

mac ROBERTS

FLOATING CHARGE DATED 30 SEP TEMBER 2015

BY

(1) DUO MINERAL PROCESSING LIMITED a company incorporated in England and Wales under the Companies Acts (registered number 05436232) and having its registered office at 4 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, West Midlands CV5 9AB ("the Company")

in favour of

(2) BALFOUR BEATTY CIVIL ENGINEERING LTD, a company incorporated in England & Wales under number 4482405 and having its registered office at 130 Wilton Road, London, SW1V 1LQ, GALLIFORD TRY INFRASTRUCTURE LIMITED a company incorporated in Scotland under number SC05575 and having its registered office at 51 Melville Street, Edinburgh, EH3 7HL and CARILLION CONSTRUCTION LIMITED, a company incorporated in England and Wales under number 00594581 and having its registered office at Carillion House, 84 Salop Street, Wolverhampton WV3 0SR (together "the JV Parties")

WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1 1 Definitions

In this Charge, unless the context otherwise requires

Administrator means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the affairs, business and/or property of the Company,

Charged Assets means those assets of the Company listed in the Schedule,

Disposal includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and "dispose" and "disposition" shall be construed accordingly,

Event of Default means a failure by the Sub-Contractor to comply with the Secured Obligations,

Indebtedness means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent,

Party means a party to this Charge,

Receiver means any one or more receivers and/or managers or administrative receivers appointed by the JV Parties pursuant to this Charge in respect of the Company or over all or any of the Charged Assets,

Secured Obligations means the obligations of the Company to repay the Mobilisation Payments referred to in point B of the Third Schedule of the Sub-Contract in accordance with the provisions for repayment thereof under the Sub-Contract by no later than 31st December 2017.

Security Period means the period beginning on the date of this Charge and ending on the date on which the Mobilisation Payments have been repaid in full in accordance with the terms of the Third Schedule of the Sub-Contract by way of a price reduction on the first 2,330,570 tonnes,

Schedule means the schedule to this Floating Charge,

Storage Yard means Mar Train Heavy Haulage Limited, 5 Ballycairngannon Road, Boardmills Lisburn, County Antrim, BT27 6YA or such other location as shall be agreed in accordance with clause 5 1 4 below, and

Sub-Contract means the agreement entered into or about to be entered into between the Company and the JV Parties for the crushing, processing and screening of rock, sand and gravels to produce, concreting and drainage aggregates in connection with Aberdeen Western Peripheral Route, Balmedie to Tipperty project

1.2 Successors and Assigns

The expressions "JV Parties" and "Company" include, where the context admits, their respective successors, and, in the case of the JV Parties, their respective transferees and assignees, whether immediate or derivative

1.3 Headings

Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Charge

1.4 Construction of Certain Terms

In this Charge, unless the context otherwise requires

- 1.4.1 references to Clauses are to be construed as references to the Clauses of this Charge,
- 1 4 2 references to (or to any specified provision of) this Charge or any other document shall be construed as references to this Charge, that provision or that document as in force for the time being and as amended, restated, supplemented, replaced or novated from time to time no matter how fundamental in nature any such amendment, restatement or supplement may be and including, for the avoidance of doubt and without limitation, any amendment, restatement or supplement that increases the amount of any obligation, liability or other financial accommodation made available by the JV Parties to the Company or that extends the date for repayment thereby or that increases the interest or fees payable thereon or in respect thereof,
- 1 4 3 words importing the plural shall include the singular and vice versa,
- 1 4 4 references to a time of day are to London time,
- references to a guarantee include references to an indemnity or other assurance against financial loss including, without limitation, an obligation to purchase assets or services as a consequence of a default by any other person to pay any Indebtedness and guaranteed shall be construed accordingly,
- 1 4 6 a person is to be construed to include references to a natural person, corporation, firm, company, partnership, limited partnership, limited liability partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity,
- 1 4 7 references to a regulation include any present or future regulation, rule, official directive, request or guideline (whether or not having the force of law) of any agency, authority, central bank or government department or any self-regulatory or other national or supra-national authority,
- 1 4 8 references to set-off include rights of retention, claims of compensation and rights to balance accounts on insolvency, and
- 149 references to any enactment shall be deemed to include references to such enactment as re-enacted, amended or extended and includes any subordinate legislation

1.5 Appointment of Receiver/Administrator

Any appointment of a Receiver or an Administrator under Clause 7 hereof may be made by any successor or assignee or transferee of the JV Parties

1 6 Sub-Contract Definitions

Unless the context otherwise requires or unless otherwise defined in this Charge, words and expressions defined in the Sub-Contract shall have the same meaning when used in this Charge

17 Conflicts with Sub-Contract

In the case of any conflict or inconsistency between the terms of this Charge and the terms of the Sub-Contract, the terms of the Sub-Contract shall prevail

18 Meaning of continuing

An Event of Default is continuing if it has not been remedied or waived

2. SECURED OBLIGATIONS

2.1 Appropriation of Money/Assets

At any time after the security constituted by this Charge becomes enforceable, the JV Parties shall be entitled to appropriate the Charged Assets to satisfy the Secured Obligations

3 CHARGE

3.1 Floating Charge

The Company, as a continuing security for the payment and discharge of the Secured Obligations, hereby grants in favour of the JV Parties a floating charge over the whole of the Charged Assets

3.2 Restrictions on Dealing with Charged Assets

The Company hereby covenants that it will not without the prior written consent of the JV Parties (such consent not to be unreasonably withheld)

3 2 1 create or attempt to create or permit to subsist in favour of any person other than the JV Parties any lien on or affecting the Charged Assets or any part thereof

3.3 Ranking of Floating Charge

- 3 1 This Charge shall rank in priority to any fixed security (other than any fixed security granted by the Company prior to the date hereof or in favour of the JV Parties which shall rank in priority to this Charge) and to any other floating charge,
- 3 3 2 The Company shall not, without the prior written consent of the JV Parties, create or permit to exist any fixed security or floating charge over all or any part of the Charged Assets which ranks in priority to or equally with this Charge

3.4 Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002) shall apply to any floating charge created pursuant to this Charge

4. REPRESENTATIONS AND WARRANTIES

The Company represents and warrants to the JV Parties

- 4.1 It is duly incorporated and validly existing under the laws of the jurisdiction of its incorporation,
- 4.2 It has the power to grant this Charge and to perform its obligations hereunder.
- 43 It has taken all necessary corporate action to authorise the execution and delivery of this Charge and to authorise the performance of its obligations hereunder,
- 4.4 subject to the registration of this Charge with the Registrar of Companies in accordance with section 878 of the Companies Act 2006, this Charge constitutes a valid, binding and enforceable obligation of the Company,
- 4.5 neither the granting of this Charge by the Company nor the performance of its obligations hereunder will conflict with
 - 4 5 1 any law or regulation applicable to it,
 - 4 5 2 the constitutional documents of the Company, or
 - 4 5 3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such agreement or instrument
- 4 6 The Company has full and unencumbered title to the Charged Assets

5 UNDERTAKINGS

5 1 Undertakings

The Company hereby undertakes with the JV Parties that, during the continuance of this security, it will

- 5 1 1 apply any monies received by it from any insurances in respect of the Charged Assets in making good the loss or damage in respect of which the monies were received,
- 5 1 2 will keep in good working order and condition (ordinary wear and tear expected) all of the Charged Assets,
- 5 1 3 maintain insurance in accordance with clause 61(2) of the Sub-Contract,
- 5 1 4 store without charge the Charged Assets at the Storage Yard or at such other locations as the parties (acting reasonably) shall agree, and
- 5 1 5 not move or remove the Charged Assets from the Storage Yard unless the JV Parties have agreed in writing that the Charged Assets are to be moved from the Storage Yard (other than as a result of an Exclusion Notification) then all costs of transportation for moving the Charged Asset shall (unless the move is as a result of an Exclusion Notification) be for the JV Parties' Account,

6 FURTHER ASSURANCE AND RELEASE

6.1 Further Assurance

- 6 1 1 The Company shall, if and when at any time required by the JV Parties, execute any document and do all such acts and things as the JV Parties shall from time to time reasonably require over or in relation to all or any of the Charged Assets to perfect the JV Parties' security over the Charged Assets or any part thereof or to facilitate the realisation of the same
- 6 1 2 Following the occurrence of an Event of Default which is continuing, the security constituted by this Charge shall become enforceable and the JV Parties may exercise all the powers conferred on the holder of a "qualifying floating charge" by the Insolvency Act 1986 and all or any of the rights and powers conferred by this Charge without further notice to the Company

- The Company shall be entitled from time to time, to notify the JV Parties in writing that it wishes to request the agreement of the JV Parties to the exclusion and release from the Charged Assets of all or part of the Charged Assets ("an Exclusion Notification"). In the event that the Company gives an Exclusion Notification to the JV Parties, the JV Parties shall be obliged to agree to such request within 14 days of the date of the Exclusion Notification provided that the Company simultaneously grants the JV Parties a floating charge (in a form substantially identical to the Charge) over assets of the Company acceptable to the JV Parties (acting reasonably) of a value equal to, or in excess of, those assets that are the subject of the Exclusion Notification or, if the Company has repaid part of the Mobilisation Payments as defined in the Sub Contract the value of the replacement assets together with the remaining Charged Assets shall be not less than the sum of the outstanding balance of the Mobilisation Payments
- Any Charged Assets to be released in accordance with clause 6.2 above shall be released by the provision by the JV Parties (without charge) of a letter of release in the form set out in Schedule 2 hereto
- All cost incurred (including but not limited to, properly incurred legal costs) by the Company or the JV Parties in connection with the release of any or all of the Charged Assets in accordance with clauses 6.2 and 6.3 above and the addition of any other assets of the Company to the Charged Assets shall be for the account of and paid by the party incurring the costs

7 APPOINTMENT OF RECEIVER/ADMINISTRATOR AND POWERS OF RECEIVER

7 1 Appointment

At any time on or after the occurrence of an Event of Default which is continuing or if requested by the Company, the JV Parties may by instrument in writing executed by any director or other duly authorised officer appoint any person to be

- 7 1 1 a Receiver of all or any part of the Charged Assets, or
- 712 an Administrator,

and any such appointment may be made subject to such qualifications, limitations and/or exceptions (either generally or in relation to specific assets or classes of asset) as may be specified in the instrument effecting the appointment. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the JV Parties may specify to the contrary in the appointment. The JV Parties may (subject, where relevant, to section 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

72 Receiver as Agent

A Receiver shall be the agent of the Company in respect of which he is appointed and the Company shall be solely responsible for his acts or defaults and for his remuneration. The Company shall be solely responsible for the acts and defaults of a Receiver appointed under this Charge and for his remuneration, costs, charges and expenses and the JV Parties shall not have any liability or responsibility in respect of any act or default of such Receiver or of any such remuneration, costs, charges and expenses

7.3 Powers of Receiver

A Receiver shall have the power to do or omit to do on behalf of the Company anything which the Company itself could do or omit to do if the Receiver had not been appointed, notwithstanding any liquidation of the Company In particular (but without limitation) a Receiver shall (whether or not he is an administrative receiver) have power to do all the acts and things described in Schedules 1 and 2 to the Insolvency Act 1986 as if the words he and him referred to the Receiver and the word company referred to the Company

7.4 Remuneration

The JV Parties may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another person as Receiver in his place

8. PROTECTION OF SECURITY TRUSTEE AND RECEIVER

Neither the JV Parties nor any Receiver or Administrator shall be liable to the Company in respect of any loss or damage which arises out of the exercise, the attempted or purported exercise or the failure to exercise any of their respective powers or for any other loss of any nature whatsoever

9. RELEASE OF SECURITY

- 9 1 Upon the expiry of the Security Period or, if the JV Parties so agree, at any other time, the JV Parties shall, subject to the provisions of Clause 9 2, at the request and cost of the Company, execute such documents as may be required to release this Charge and any other security created over the Charged Assets under the terms of this Charge
- 9.2 If any payment or discharge of any Secured Obligations is, in the reasonable opinion of the JV Parties, liable to be avoided or invalidated under any enactment relating to bankruptcy or insolvency, the JV Parties may refuse to grant any release of the security created by this Charge for such further period as the risk of such avoidance or invalidity continues

10. MISCELLANEOUS

10 1 Evidence and Calculations

Any certificate or determination by a Chartered Surveyor appointed by the CJV Parties and the Company (or in the absence of agreement appointed at the request of either the CJV Parties or the Company by the President of the Institute of Chartered Surveyors) as to the amount of the Secured Obligations shall, in the absence of manifest error, be conclusive and binding on the parties hereto for all purposes

10 2 Remedies Cumulative

No failure to exercise, nor any delay in exercising, on the part of the JV Parties of any right or remedy under the Sub-Contract shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Charge are cumulative and not exclusive of any rights or remedies provided by law.

10 3 Severability

Each of the provisions in this Charge 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 hereof shall not in any way be affected or impaired thereby

10 4 Successors and Assigns

- 10 4 1 No party may assign or transfer the benefit or burden of this Charge or all or any of its rights under this Charge without the prior written consent of the other Parties
- 10 4 2 Any appointment or removal of a Receiver under Clause 7 and any consents under this Charge may be made or given in writing signed or sealed by any successors or assigns of the JV Parties

10 5 Counterparts

This Charge 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 Charge

11. NOTICES

Every notice, request, demand or other communication under this Charge shall

- 11.1.1 be in writing delivered personally or by first-class pre-paid letter,
- 11.1.2 be deemed to have been received, subject as otherwise provided in this Charge, in the case of a letter, when delivered or the second business day following the day on which it was properly dispatched by first class mail postage paid, and

11 1 3 be sent

- (a) to the Company at
 - 4 Rye Hill Office Park, Birmingham Road, Allesley, Coventry, CV5 9AB, attention. Alex Moss
- (b) To the JV Parties at AWPR CJV, Exploration Drive, North Point, Bridge of Don, Aberdeen, AB23 8HZ, attention Graham Christie

or to such other address as is notified by the relevant party to the other party to this Charge

12. LAW

This Charge, and all claims and disputes between the Parties or any of them arising out of or in connection with this Charge (whether or not contractual in nature) shall be governed by and determined in accordance with the laws of England and Wales

13 JURISDICTION

- 13.1 The Courts have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Charge (whether or not contractual in nature and including a dispute regarding the existence, validity or termination of this Charge)
- The Parties agree that the Courts of England and Wales are the most appropriate and convenient courts to settle disputes and accordingly no Party will argue to the contrary

In witness whereof the Parties have executed this Charge as a deed on the day and year first above written.

Schedule 2

[ON HEADED NOTEPAPER OF JV PARTIES]

[ADDRESSE] [ADDRESS LINE 1] [ADDRESS LINE 2] [POSTCODE]

[DATE]

Dear [the Company]

Floating charge dated [DATE] granted by Duo Mineral Processing Limited (Security Document)

We refer to the floating charge created by the Security Document in our favour

We consent to the sale and/or the release of the [DETAILS OF THE CHARGED ASSETS RELEASED] free from the floating charge

Yours faithfully,

[NAME OF JV PARTIES]

	in the
SIGNED by GRAMAN (HRILTIF	
for and on behalf of Carillion Construction Limited	Director / Company Secretary / Authorised Signatory / Attorney
at Jordun on 30H the day of	
September 2015	
	1
in the presence of this witness	Motal
Richard Metral	
(Print Full Name)	Witness
Connerval Manager	
(Occupation)	
Prôject Otrice Address	
Mans of wy, Noreham,	
Aberdeenshire	
17	Asu
SIGNED by Sasti Charmers	Director / Company Secretary /
for and on behalf of Galliford Try Infrastructure	Authorised Signatory / Attorney
Limited	
at Stochard on the 201th day of	
September 2015	
	Mutan
in the presence of this witness	Witness
Richard Mekalt	1 *************************************
(Print Full Name)	
Conner, al Manager	
(Occupation)	
Projet office Address	
Man of un , Shehan,	
Alserdeenhire	