

**Conformed Copy**

**DEED OF ASSIGNATION**

**between**

**H DGH LIMITED  
as the Assignor**

**and**

**THE HAIRMYRES AND STONEHOUSE HOSPITALS  
NATIONAL HEALTH SERVICE TRUST**

**re: ISS Performance Guarantee  
and Kier Group Performance Guarantee**

**McCLURE NAISMITH  
Solicitors  
49 Queen Street  
Edinburgh EH2 3NH  
Tel: 0131 220 1002  
Fax: 0131 220 1003**

**DEED**

**BETWEEN:**

- (1) H DGH LIMITED (registered in England with number 3508096) whose registered office is at Tempsford Hall, Sandy, Bedfordshire SG19 2BD (the "Assignor"); and
- (2) THE HAIRMYRES AND STONEHOUSE HOSPITALS NATIONAL HEALTH SERVICE TRUST a body corporate established under Section 12A of the National Health Service (Scotland) Act 1978 and having its principal place of business at Hairmyres Hospital, East Kilbride G75 8RG ("the Trust")

**WHEREAS:**

- (A) The Assignor and the Trust have entered into a contract in terms of which the Assignor will design build finance and part operate the new 424 bed Hairmyres District general Hospital (the "Concession Agreement")
- (B) The Assignor has the benefit of the Assigned Contracts (as defined below) and in terms of and in consideration of the Trust entering into the Concession Agreement the Assignor has agreed to assign the benefit of the Assigned Contracts to the Trust in security in terms of this Deed

**THIS DEED WITNESSES:**

**1 Interpretation**

- 1.1 In this Deed words and expressions shall unless otherwise defined herein or unless the context otherwise required have the meanings respectively ascribed to them in the Concession Agreement.
- 1.2 In this Deed (which expression shall include the Recitals and the Schedules hereto) the following expressions shall, except where the context otherwise requires, have the following meanings, namely:

"Assigned Assets" means all the right, title, benefit and interest of the Assignor whatsoever, whether present or future, proprietary, contractual or otherwise, arising out of or in, to or under the Assigned Contracts, or either of them including (but without prejudice to the generality of the foregoing) all claims for damages or other remedies in respect of any breach of the Assigned Contracts, all monies whatsoever which are now or may at any time be or become due or owing to the Assignor under or arising out of the Assigned Contracts or in connection with the rights of the Assignor evidenced thereby and all rights and remedies for enforcing the Assigned Contracts in the name of the Assignor or otherwise and all present and future right, title benefit and interest in all guarantees, indemnities, mortgages, charges and other security of whatsoever nature now or hereafter held by the Assignor or in respect of all or any of the foregoing and all monies from time to time becoming due or owing thereunder or in connection therewith together with all rights and remedies for enforcing any such guarantees, indemnities, mortgages, charges and other

security (or any of them) in the name of the Assignor or otherwise

**"Assigned Contracts"** means the Parent Guarantees given by Kier Group plc ISS UK limited to the Assignor as both are defined in the Credit Agreement each called in this Deed respectively the Kier Guarantee and the ISS Guarantee

**"Credit Agreement"** means the agreement dated the date of this Deed and made between H DGH Limited as Borrower, H DGH Holdings Limited as Holdco, Barclays Capital as Arranger, Barclays Bank PLC as Facility Agent and Security Trustee, Barclays Bank PLC as Account Bank, Barclays Bank PLC as Technical Bank, Barclays Bank PLC as Modelling Bank and Barclays Bank PLC as Original Bank

**"Default Rate"** means, in respect of any period for which it is determined for the purposes of this Assignment, the Overdue Interest Rate as defined in the Concession Agreement

**"Defect Liability Period"** means the defect liability period under the Building Contract

**"First Assignment"** shall bear the meaning given to it in Clause 6.4 and

**"Secured Obligations"** means all obligations of the Assignor under or arising out of the PFI Documents or otherwise including all indebtedness, liabilities and obligations which are now or may at any time hereafter be due or incurred in any manner of whatsoever to the Trust by the Assignor whether actually or contingently or whether solely or jointly with any other person whether as surety

1.3 In this Deed:

1.3.1 Unless otherwise stated herein, a reference to a Clause, Sub-clause or Schedule shall mean and refer to a Clause, Sub-clause or Schedule of this Deed.

1.3.2 Any reference in this Deed to any statute or to any provisions of any statute shall be construed as including a reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder or deriving validity therefrom and from time to time in force.

1.3.3 Headings are inserted for convenience only and shall be ignored in construing this Deed.

1.3.4 References in this Deed to this Deed or any document include reference to this Deed or such other document as varied, supplemented, novated and/or replaced in any manner from time to time.

1.3.5 References to defined parties herein shall also be deemed to

include references to their respective successors, transferred and assigns.

A reference in this Deed to any assets includes present and future assets.

2 **Covenant**

2.1 The Assignor hereby covenants with the Trust that as and when the Secured Obligations or any part thereof are due for performance it shall on demand in writing by the Trust perform or procure the performance of the Secured Obligations or, as the case may be, the part of the Secured Obligations then due to be paid and remaining unpaid to the Trust for its own account or for the account of the Secured Beneficiaries.

2.2 The Assignor hereby covenants with the Trust that it shall on demand pay to the Trust all costs and expenses properly incurred by the Trust in relation to the protection and enforcement of the Trust's rights hereunder.

3 **Assignment**

3.1 By way of security and subject always to the priority interest created by the First Assignment the Assignor hereby assigns and agrees to assign the Trust all of its rights, title and interest in the Assigned Assets.

3.2 It is agreed and declared that notwithstanding the assignment of the Assigned Assets made in Clause 3.1, the Trust shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it hereunder or to make any claim or take any other action to collect any monies or to enforce any rights and benefits hereby assigned to the Trust or to which the Trust may at any time be entitled hereunder.

4 4.1 Subject to this Deed, upon irrevocable payment and discharge of the Secured Obligations, the Trust will at the request and cost of the Assignor re-assign the Assigned Assets relating to the ISS Guarantee to the Assignor or as the Assignor shall direct.

4.2 Subject to this Deed, at the end of the Defect Liability Period or if earlier upon irrevocable payment and discharge of the Secured Obligations the Trust will at the request and cost of the Assignor re-assign the Assigned Assets relating to the Kier Guarantee to the Assignor or as the Assignor shall direct

5 **Notice to Debtors**

Forthwith the Assignor shall:

5.1 give notice of this Deed in the form set out in Schedule 1 to each of the parties to Assigned Contracts other than the Assignor (the "**Counterparties**")

5.2 procure that each of the Counterparties acknowledges receipt of any notice given pursuant to Clause 5.1 of this Deed in the form set out at the foot of the

form set out in Schedule 1 (or such other form as the Trust may reasonably specify).

**6 Representations and Warranties**

The Assignor warrants to the Trust that:

- 6.1 it is validly incorporated
- 6.2 it has the power and capacity to execute this Deed and to perform its obligations hereunder
- 6.3 it is not aware of any breaches of or demands under the Assigned Contracts or either of them
- 6.4 other than the assignment in security in favour of the Security Trustee (as defined in the Credit Agreement) (the "First Assignment") the Assignor has not charged or otherwise encumbered or disposed of in any way whatsoever all or any of the Secured Assets

**7 Covenants**

The Assignor hereby covenants with the Trust subject always to the provisions of the First Assignment which shall have priority that:

- 7.1 it will do or permit to be done each and every act or thing which the Trust may at any time require to be done for the purpose of enforcing the Trust's rights under each of the Assigned Contracts or this Deed, and will allow its name to be used as and when required by the Trust for that purpose
- 7.2 it will not, except with the previous consent in writing of the Trust (such consent not to be unreasonably withheld or delayed), agree to any variation or any novation or assignment of any of the Assigned Contracts or release any Counterparty from any of its respective obligations under each of the Assigned Contracts to which it is a party or waive any breach of the Counterparty's obligations thereunder, or consent to any act or omission by any Counterparty which would or could have a material adverse effect upon its ability to perform its obligations under this Deed, save, in each case, to the extent it is not prohibited from doing so under the Credit Agreement
- 7.3 it will perform its obligations under each of the Assigned Contracts and shall use all reasonable efforts to procure that each of the Counterparties shall perform its respective obligations under each of the Assigned Contracts to which it is a party in the manner and at the time therein provided for therein
- 7.4 it will promptly send a copy of all notices material to the interests of the Trust or any of the Secured Beneficiaries either received or given by it under or in respect of any of the Assigned Contracts forthwith to the Security Trustee;
- 7.5 it will not, except with the previous consent in writing of the Trust create,

attempt to create or permit to arise or subsist any Security Interest on or over any of the Assigned Assets (other than a Permitted Security Interest)

7.6 save as permitted or required under the Credit Agreement it will not, except with the previous consent in writing of the Trust sell, transfer or otherwise dispose of any of the Assigned Assets

7.7 it will not do or omit to do anything whereby payment to it or for its account or recovery of sums by it for its account in connection with the Assigned Assets is or may be impeded, delayed or prevented in any way.

## 8 **Continuing Obligations of the Assignor**

The Assignor shall remain liable to perform all the obligations to be performed by it under each of the Assigned Contracts and each of them and the Trust shall have no obligation of any kind whatsoever in the event of any failure by the Assignor to perform its obligations in respect thereof. The Assignor agreed to indemnify and hold the Trust harmless for all costs, claims, damages or liabilities whatsoever arising out of the performance of or the failure in performance of the Assignor's obligations under the Assigned Contracts or any of them.

In addition to all other protection afforded by statute, every purchaser or other third party dealing with the Trust shall (notwithstanding any notice to the contrary) be entitled to assume without enquiry that some money is owing on the security of this Deed, that demand for such money has been duly made under this Deed, that the money has accordingly become due, and that the right of the Trust to exercise any of its powers has arisen and become exercisable.

## 9 **Power of Attorney**

9.1 The Assignor hereby irrevocably appoints the Trust and its agents, its true and lawful attorney with full power (in the name of the Assignor) to as for, require, demand, receive, compound and give acquittance for any and all monies and claims due under or arising out of any of the Assigned Assets and to endorse any cheques or other instruments or orders in connection herewith or therewith and to make any claims or to take any action or to institute any proceedings which the Trust may deem necessary or desirable in connection therewith PROVIDED ALWAYS:

9.1.1 that the Trust and its agents shall not (save in the case of gross negligence or wilful default) be responsible to the Assignor for any loss thereby incurred and

9.1.2 notwithstanding the terms of Sub-clause 9.1.1 third parties shall not be bound to see or enquire whether the right of the Trust to exercise the powers hereby conferred has arisen.

9.2 The Assignor hereby ratifies and confirms and agrees to ratify all acts of any such attorney as is mentioned in Clause 9.1 in the exercise of all or any of the powers, authorities and discretions referred to therein.

9.3 The power of attorney hereby granted is as regards the Trust and its delegates (and as the Assignor hereby acknowledges) granted irrevocably.

10 **Further Assurance**

The Assignor undertakes from time to time and at all times, whether before or after the security constituted by this Deed shall have become enforceable, to execute and do all such assurances and things as the Trust may require for protecting, preserving or perfecting the security constituted by this Deed or otherwise for enforcing the same or exercising any of the powers, rights, authorities and discretions conferred on the Trust by this Deed and, in particular, but without limitation, the Assignor shall execute all transfers, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Trust may think expedient.

11 **Suspense Account**

All monies received, recovered or realised by the Trust under this Deed (including the proceeds of any conversion of currency) may in the discretion of the Trust be credited to any suspense or impersonal account and may be held in such account for so long as the Trust thinks fit (with interest accruing thereon at such rate as the Trust may reasonably deem fit for the account of the Assignor) pending their application from time to time (as the Trust shall be entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations Provided that upon sufficient funds being held by the Trust in any suspense or impersonal account to discharge all of the Secured Obligations in full such funds shall, subject to applicable laws, be so applied.

12 **The Trust's Rights and Remedies**

12.1 The rights, powers and remedies provided in this Deed are cumulative and shall not, nor are they construed as to, affect or exclude any rights, powers or remedies provided by law or otherwise, or any other security guarantee or lien which the Trust may for the time being hold for the Secured Obligations or would have held but for this Deed.

12.2 Subject always to the First Assignment the Trust shall be entitled to enforce the security constituted by these presents against the Assignor without making any demand under this Deed on or taking any proceedings against the Assignor, or any other Person or exhausting any right or remedy against the Assignor, or any other Person or taking any action to enforce any part of the security constituted by any other guarantee or security and so that the Trust shall be at liberty but not bound to resort to any other means of payment at any time and in any order as the Trust thinks fit without thereby diminishing or affecting the security constituted by these presents may be enforced either for the payment of the ultimate balance after other means of payment have been resorted to or for the balance due at any time, notwithstanding that other means of payment have not been resorted to or for the balance due at any time, notwithstanding that other means of payment have not been resorted to and, in the latter case, without entitling the Assignor to any benefit from and/or any right of contribution in respect of such other means of payment until all sums and liabilities expressed to be secured by these presents have been finally paid off or satisfied in full.

- 12.3 The security constituted by these presents is in addition to and not to prejudice or affect to be prejudiced or affected by:
- 12.3.1 any other guarantee, security or lien for the sums and liabilities intended to be hereby secured which is or are now or may hereafter be held by or on behalf of the Trust, the Secured Beneficiaries or any of them from the Assignor or any other surety or any other Person or
- 12.3.2 the omission of the Trust to take any such security.
- 12.4 Any dividends or payment received by or on behalf of the Trust, the Secured Beneficiaries or any of them in respect of the sums and liabilities expressed to be secured by these presents in any insolvency, bankruptcy, liquidation, reorganisation or similar proceedings, shall for the purpose of this Deed, be taken to discharge those sums and liabilities only to the extent of the actual amount so received and retained and so that the Trust may prove in any insolvency, bankruptcy, liquidation, reorganisation or similar proceedings of the Assignor or any other surety for the full amount then owing to it.
- 12.5 No failure on the part of the Trust or any Receiver to exercise, and no delay on its part or their part in exercising, any of their rights or remedies under this Deed 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 Deed are cumulative and not exclusive of any rights and remedies provided by law.
- 12.6 Any provision of this Deed may be amended only if the Trust and the Assignor so agree in writing and any breach hereof may be waived before or after it occurs only if the Trust so agrees in writing. Any such waiver, and any consent by the Trust under any provision of this Deed, must be in writing and may be given subject to any conditions thought fit by the Trust. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.
- 12.7 The security constituted by this Deed is to be a continuing security and, accordingly, shall not be satisfied, discharged or affected by any intermediate payment or satisfaction of part only of any sum or sums of money owing by the Assignor under any of the PFI Documents or otherwise and is, subject to the provisions hereof, to remain in operation until the Assignor ceases to be under any actual or contingent liability to the Trust in relation to the Secured Obligations.

### 13 Expenses

The Assignor agrees to pay to the Trust on demand (on a full indemnity basis) all costs, charges, expenses and other sums, inclusive of Value Added Tax, properly incurred or to be incurred by the Trust or by or through any Receiver, attorney, delegate, sub-delegate, substitute or agent of the Assignor, or the Trust for any of the purposes referred to in this



Deed including (without prejudice to the generality of the foregoing):

- 13.1 all liabilities resulting from any delay in paying any stamp duty, Value Added Tax or other similar taxes imposed on the Assigned Contracts or in connection with any of the transactions contemplated by this Deed and all liabilities resulting from any delay in paying such taxes
- 13.2 the remuneration of any such Receiver, attorney, delegate, sub-delegate, substitute or agents of the Assignor and of any other servants or agents employed by the Trust for any purposes connected with the enforcement or attempted enforcement of this Deed or the protection, preservation, realisation or attempted protection or preservation of the Assigned Contracts and
- 13.3 all reasonable costs, charges and expenses (whether in respect of litigation or not) and incurred in the protection, realisation or enforcement of this Deed or the collection and recovery of any monies from time to time arising under such security (or any security collateral or supplemental thereto) or in insuring, inspecting, maintaining, completing, managing, letting, realising or exercising any other power, authority or discretion in relation to the Assigned Contracts or any part thereof incurred under this Deed

and will pay interest on all such amounts calculated on a daily basis from the date following five days after issue of a demand by the Trust until full discharge (as well after as before judgment) at the Default Rate.

#### 14 **Avoidance of Payments**

- 14.1 No assurance, security or payment which may be avoided under any law relating to bankruptcy, insolvency or winding-up (including Sections 238, 239, 242, 243, 244 or 245 of the Insolvency Act 1986), and no release, settlement or discharge given or made by the Trust on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Trust to enforce the security created by or pursuant to this Deed to the full extent of the Secured Obligations.
- 14.2 Any settlement or discharge between the Assignor and the Trust shall be conditional upon no security or payment to the Trust by the Assignor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without limiting the other rights of the Trust hereunder), the Trust shall be entitled to recover from the Assignor the value which the Trust has placed upon such security or the amount of such payment as if such settlement or discharge had not occurred.
- 14.3 Subject to Clause 14.2 and without prejudice to Clause 4, upon all the Secured Obligations having been paid or discharged in full and the Trust having ceased to have any further obligations under the PFI Documents whether actual or contingent to make any credit or accommodation to the Assignor, the Trust will, at the request and cost of the Assignor, immediately execute, reassign and/or do all such deeds, acts and things as may be reasonably necessary to

release the Assigned Assets from the security created by or pursuant to this Deed.

15           **Retention of Security**

If the Trust reasonably considers that an amount paid in discharge or satisfaction of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of the Assignor or otherwise, then that amount shall not be considered to have been irrevocably paid and discharged for the purposes of this Deed.

16           **Provisions Severable**

16.1           Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

16.2           The security constituted by this Deed is a continuing security and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

16.3           The rights of the Trust under this Deed are cumulative, may be exercised as often as it considers appropriate and are in addition to its rights under the general law. The rights of the Trust (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than in writing; and in particular any failure to exercise or any delay in exercising by the Trust any such rights shall not operate as a waiver or variation of that or any other such right; any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other right; and no act or course of conduct or negotiation on its part or its behalf shall in any way preclude it from exercising any such right or constitute a suspension or any variation of any such right.

16.4           If the Assignor fails to comply with any material provision of this Deed the Trust may, without being in any way obliged to do so or responsible for so doing, effect compliance on the Assignor's behalf, whereupon the Assignor will become liable to pay immediately on receipt of written demand therefor any sums reasonably expended by the Trust together with all reasonable costs and expenses (including legal costs) in connection therewith and VAT thereon (without deduction, both after and before judgment) at the Default Rate from the date of the Trust's expenditure until payment in full.

16.5           A certificate, signed by an official of the Trust as to the amount of the Secured Obligations or the amount due from the Assignor under this Deed, shall be conclusive evidence of that amount, save in the case of fraud or manifest error.

16.6           All costs, charges, expenses and payments incurred or made by the Trust hereunder shall be paid and charged as between the Trust and the Assignor on a full indemnity basis.

17        **Prior Security**

The Trust acknowledges that the First Assignment ranks in priority to the security hereby granted.

18        **The Trust's Discretion**

Any liberty or power which may be exercised or any determination which may be made hereunder by the Trust may be exercised or made in the absolute and unfettered discretion of the Trust which shall not be under any obligation to give reasons therefor.

19        **Indemnity**

19.1        The Assignor shall, from time to time on demand of the Trust, indemnify the Trust from and against all actions, claims, expenses, demands and liabilities whether arising out of contract or tort or in any other way property incurred by it for anything done or omitted to be done in the exercise or purported exercise of its powers under the provisions of this Deed or pursuant hereto.

19.2        The Assignor shall keep the Trust fully and effectually indemnified from and against all actions, losses, claims, proceedings, costs, demands and liabilities which may be suffered or properly incurred by the Trust under or by virtue of this Deed.

19.3        Notwithstanding the preceding provisions of this Clause 22, no such provision shall, in any case in which the Trust shall have failed to show the degree of care and diligence required of it, having regard to the provisions of this Deed conferring on the Trust any trust, duties, powers, authorities or discretions, relieve the Trust from, or require the Assignor to indemnify the Trust against all liabilities which, by virtue of any rule of law, would otherwise attach to it in respect of any negligence, default, breach of duty or breach of trust of which it may be guilty in relation to its trust, duties, powers, authorities or discretions hereunder.

20        **Notices**

20.1        **Method of delivery**

All notices or other communications made or given in connection with this Deed shall be made in writing by facsimile or letter.

20.2        **Assignor**

Each communication or document to be made or delivered in connection with this Deed to a party shall be delivered or sent to the address or facsimile number indicated below or that has been notified to the other party by at least three Business Days' notice.

20.3        **Trust's details**

Unless the Trust has given the Assignor's three Business Days' notice to that effect, its address and facsimile number are:

20.3.1 Officer/Department

20.4 **Assignor's details**

Unless the Assignor has given the Trust three Business Days' notice to that effect, its address and facsimile number are:

20.4.1 Officer/Department

20.5 **Receipt of notices**

Any notice or communication will be deemed to have been given, if sent by post, when delivered and, if by facsimile, when received.

21 **Memorandum and Articles**

The Assignor hereby certifies that neither the execution of this Deed nor the assignment herein contained contravenes any of the provisions of its Memorandum and Articles of Association.

22 **Governing Law**

This Deed will be governed by and construed in accordance with the laws of Scotland. The parties hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.



## Schedule

### (Form of Notice of Assignment and Acknowledgement)

[To be typed on the Headed Notepaper of the Assignor]

To: [ ]

Date: [ ]

Dear Sirs,

Re: [ ] (the "Contract")

We hereby give you notice that we have assigned by way of security pursuant to a deed of assignment (a copy of which is attached hereto) entered into by us in favour of The Hairmyres and Stonehouse Hospitals National Health Service Trust ("the Trust") dated [ ] all our right, title and interest in and to the Assigned Contracts and the Assigned Assets (each as therein defined), including, without limitation, the Contract subject always to the prior security of an assignment by way of security in favour of Barclays Bank plc (as agent) dated [ ] (the "First Assignment").

After your receipt of this notice, until you receive notice from the Trust that the Contract has been re-assigned to the Assignor:

- 1 all payments to be made by you to us under or in connection with the Contract should be made to the Proceeds Account at [ ] account no. [ ];
- 2 all our remedies provided for in the Assigned Contracts or available at law or in equity are exercisable at its option by the Trust, but until the Trust gives notice to you that it intends to exercise such remedies they may continue to be exercised by us;
- 3 all our rights to compel performance of the Assigned Contracts or to send other amount(s) as the Trust may inform you for this purpose, are exercisable by the Trust or by ourselves as agent for the Trust if required by the Trust;
- 4 all our rights, interests and benefits whatsoever accruing to or for the benefit of ourselves in connection with the Assigned Contracts have been assigned by way of security to the Trust; and
- 5 our right to agree to any amendment, waiver, modification or termination which is material to the interests of the Trust as defined in the Credit Agreement (as defined in the Assigned Contracts) in respect of the Contract is subject to the prior written consent of the Trust.

Until such time as you receive notice in writing from Barclays Bank plc (as agent) that the security created by the First Assignment has been reassigned to us, please act in accordance with the written notice of assignment of First Assignment dated [ ] which we have sent to you. Thereafter please acknowledge receipt of this notice by signing the acknowledgment on the enclosed copy letter and returning the same to the Trust at [ ] for the attention of [ ].

Yours faithfully

.....  
for an on behalf of H DGH Limited

[On copy only]

To: The Hairmyres and Stonehouse Hospitals National Health Service Trust ("the Trust")  
Hairmyres Hospital  
East Kilbride  
G75 8RG

We acknowledge receipt of the notice (of which this is a copy) and confirm that we have not received notice of any previous assignments or charges of or over any of the rights, interests and benefits referred to in such notice other than in respect of the First Assignment (as defined in your notice).

We further confirm that no amendment, waiver or release of any such rights, interests and benefits shall be effective without the prior written consent of the Trust. No termination of such rights, interests or benefits shall be effective unless we have given the Trust 21 days' prior written notice of the property termination and specifying the action necessary to avoid such termination. Furthermore we confirm that no breach or default on the part of H DGH Limited of any of the terms of the Assigned Contracts shall be deemed to have occurred unless we have given notice of such breach to the Trust specifying how to make good such breach.

For and on behalf of ISS/Kier Build Limited

By:.....

"Allan Skirving"

Date:

"Peter Gallagher"

"Gary Barnes"

"T R Pearson"