

MR01

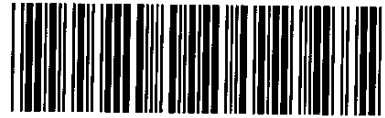
Particulars of a charge

007034/23



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A fee is be payable w
Please see 'How to pay'



A08 *A7WVF9CP* 10/01/2019 #204
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 MR

THURSDAY

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. **Do not send the original.**

1 Company details

Company number 0 1 9 0 6 8 5 2

Company name in full Design and Management Contractors Limited

Filling in this form
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

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

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 Design & Management (Holdings) Limited
(company no. 03955862)

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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Particulars of a charge

4	Brief description	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.</p> <p>The leasehold land and premises at Contract House, 202 North Cray Road, Sidcup, Kent, DA14 5EH together with all present and future assets, properties and undertaking of the Company including Properties, Intellectual Property, Equipment, Book Debts, Investments, goodwill, licences, consents and authorisations, monies and rights in Insurance Policies. For more details please refer to the instrument.</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes Continue</p> <p><input type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input checked="" type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ¹	
	<p>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.</p> <p><input type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X <i>Furlaypage</i> X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

MR01

Particulars of a charge



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 Susan Jennings

Company name Furley Page LLP

Address Admiral's Offices

Main Gate Road

The Historic Dockyard

Post town Chatham

County/Region Kent

Postcode M E 4 4 T Z

Country UK

DX

Telephone 01634 887334



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1906852

Charge code: 0190 6852 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2018 and created by DESIGN AND MANAGEMENT CONTRACTORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2019.

Given at Companies House, Cardiff on 15th January 2019



Companies House



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

Dated 20 December 2018

**DESIGN AND MANAGEMENT
CONTRACTORS LIMITED**

and

DESIGN & MANAGEMENT (HOLDINGS) LIMITED

DEBENTURE

**furley
page**

Admiral's Offices
Main Gate Road
The Historic Dockyard
Chatham
Kent
ME4 4TZ

Ref: SAJ/QU0267/0008

We hereby certify this to be a true
copy of the original document

Furley Page

Furley Page SOLICITORS
Whitstable, Kent

THIS DEED is dated 20 December 2018

PARTIES

- (1) **DESIGN AND MANAGEMENT CONTRACTORS LIMITED** a company incorporated in England and Wales with company number 01906852 whose registered office is at Contract House, 202 North Cray Road, Sidcup, Kent, DA14 5EH (**Company**).
- (2) **DESIGN & MANAGEMENT (HOLDINGS) LIMITED** a company incorporated in England and Wales with company number 03955862 whose registered office is at Contract House, 202 North Cray Road, Sidcup, Kent, DA14 5EH (**Chargee**).

BACKGROUND:

- (A) The Buyer has purchased the Sale Shares from the Chargee on or around the date of this debenture pursuant to the terms of the SPA.
- (B) The purchase price for the Sale Shares will be outstanding as a debt from the Buyer to the Chargee and payable in accordance with the SPA.
- (C) The Company has entered into the SPA to guarantee the performance of the Buyer's obligations thereunder (including, in particular, payment of the Debt and Option Price (if applicable) and to enter into certain obligations on its own account in relation to its management and operation pending payment of the Debt in full.
- (D) The Company is entering into this debenture to provide security to the Chargee for the performance by: (a) the Buyer of its obligations under the SPA and the Share Charge; and (b) the Company of its obligations under the SPA.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this debenture.

Administrator:	an administrator appointed to manage the affairs, business and property of the Company pursuant to paragraph 15 of Schedule 5.
Book Debts:	all present and future book and other debts, and monetary claims due or owing to the Company, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Company in relation to any of them.
Business Day:	a day (other than a Saturday or Sunday) on which banks are open for general business in London.
Buyer:	First Facilities Group Limited, a company incorporated in England and Wales with company number 11729392 whose registered office address is at Contract House, 202 North Cray Road, Sidcup, Kent, DA14 5EH.
Buyer Secured Liabilities:	all monies, obligations and liabilities which shall from time to time (and whether before, on or at any time after any demand or judgment) be due, owing or incurred by the Buyer to the Chargee under or in connection with the SPA or

the Share Charge, whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety and/or in any other capacity whatsoever, together with all interest (including, without limitation, any default interest) accruing in respect of such monies, obligations or liabilities and all Costs in respect of such monies, obligations or liabilities.

Charged Property:	all the assets, property and undertaking for the time being subject to the security interests created by, or pursuant to, this debenture (and references to the Charged Property shall include references to any part of it).
Company Secured Liabilities:	all monies, obligations and liabilities which shall from time to time (and whether before, on or at any time after any demand or judgment) be due, owing or incurred by the Company to the Chargee under or in connection with the SPA (including those under the Guarantee) or this debenture (including, without limitation, those arising under Clause 12.3), whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety and/or in any other capacity whatsoever, together with all interest (including, without limitation, any default interest) accruing in respect of such monies, obligations or liabilities and all Costs in respect of such monies, obligations or liabilities.
Debt:	has the meaning in the SPA.
Costs:	all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs.
Designated Account:	any account of the Company nominated by the Chargee as a designated account for the purposes of this debenture.
Encumbrance:	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
Environment:	the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.
Environmental Law:	all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.
Equipment:	all present and future equipment, machinery, tools, vehicles, computers and IT and communications systems and equipment, furniture, fittings, installations and apparatus and

	other tangible moveable property for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions.
Financial Collateral:	shall have the meaning given to that expression in the Financial Collateral Regulations.
Financial Collateral Regulations:	the Financial Collateral Arrangements (No 2) Regulations 2003 (<i>SI 2003/3226</i>).
Guarantee:	the guarantee and indemnity obligations of the Company as set out in clause 6 of the SPA, by which the Company guarantees the performance of the Buyer's obligations under the SPA (including, in particular, payment of the Debt and Option Price (if applicable) as defined and set out in the SPA) and indemnify the Chargee against any failure or non-performance by the Buyer of such obligations.
Insurance Policy:	<i>each contract and policy of insurance effected or maintained</i> by the Company from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Properties or the Equipment).
Intellectual Property:	the Company's present and future copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, patents and rights to inventions, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Investments:	all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company, including any: <ul style="list-style-type: none"> (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.
Option:	as defined in the SPA.
Option Price:	as defined in the SPA.
Pre-existing Charges:	the debenture granted by the Company in favour of RBS Invoice Finance Limited created on 13 December 2013.

Properties:	all freehold and leasehold properties (whether registered or <i>unregistered</i>) and all <i>commonhold</i> properties, now or in the future (and from time to time) owned by the Company, or in which the Company holds an interest (including (but not limited to) the properties specified in Schedule 1) and Property means any of them.
Receiver:	a receiver, manager or receiver and manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 5.
Rights:	any Encumbrance or other right or benefit whether arising by <i>set-off</i> , <i>counterclaim</i> , <i>subrogation</i> , <i>indemnity</i> , <i>proof in liquidation</i> or otherwise and whether from contribution or otherwise.
Secured Liabilities:	the Buyer Secured Liabilities and the Company Secured Liabilities.
Security Financial Collateral Arrangement:	shall have the meaning given to that expression in the Financial Collateral Regulations.
Security Period:	the period starting on the date of this debenture and ending <i>on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.</i>
Shares:	the 49 ordinary shares of £1 each in the capital of the Company sold by the Chargee to the Buyer on or around the date of this debenture pursuant to the terms of the SPA (Sale Shares) together with the 26 ordinary shares of £1 each in the capital of the Company upon completion of the exercise of the Option (Option Shares).
Share Charge:	the charge over the Shares to be given by the Buyer to the Chargee <i>on or around the date of this debenture in connection with the Transaction, as amended, restated or varied from time to time.</i>
SPA:	the share purchase and shareholders agreement between each of the Chargee, the Buyer and the Company dated on or around the date of this debenture pursuant to which the Chargee sold the Sale Shares to the Buyer and granted an option to the Buyer in respect of the Option Shares, as amended, restated or varied from time to time.
Transaction:	the purchase by the Buyer of the Sale Shares from the Chargee pursuant to the SPA and Option Shares (if the Option is exercised) and their associated arrangements.

1.2 Interpretation

Unless the context otherwise requires, in this debenture:

- 1.2.1 a reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute

or statutory provision that it consolidated or re-enacted before the date of this debenture;

- 1.2.2 a reference to one gender includes a reference to the other genders;
- 1.2.3 words in the singular include the plural and in the plural include the singular;
- 1.2.4 unless the context requires otherwise, a reference to a clause or Schedule is to a clause of, or Schedule to, this debenture, and references to paragraphs are to paragraphs of the relevant Schedule;
- 1.2.5 a reference to **this debenture** (or any specified provision of it) or any other agreement or document referred to in this debenture shall be construed as a reference to this debenture, that provision or that agreement or document as in force for the time being and as amended or novated from time to time;
- 1.2.6 a reference to a **person** shall include a reference to an individual, firm, corporation, unincorporated body of persons, or any state or any agency of a person (whether or not having separate legal personality);
- 1.2.7 a reference to a party shall include that party's personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.8 this debenture shall be binding on, and enure to the benefit of the parties to this debenture and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.9 a reference to an **amendment** includes a supplement, variation, novation or re-enactment (and **amended** shall be construed accordingly);
- 1.2.10 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.11 a reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- 1.2.12 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.13 clause, schedule and paragraph headings shall not affect the interpretation of this debenture;
- 1.2.14 the expressions "**herein**", "**hereof**", "**hereunder**" and similar expressions shall be construed as references to this debenture as a whole and shall not be limited to the particular clause or provision in which the relevant expression appears;
- 1.2.15 any phrase introduced by the terms "**including**", "**in particular**" or other similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.16 "**written**" or "**in writing**" includes fax and email but not text or any other form of electronic communication; and
- 1.2.17 an obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.3 Nature of security over real property

A reference in this debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes a charge or mortgage of:

- 1.3.1 all buildings and fixtures (including trade and tenant's fixtures) that are situated on or form part of that property at any time;
- 1.3.2 the proceeds of the sale of any part of that property and any other monies paid or payable in respect of or in connection with that property; and
- 1.3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Company in respect of that property, and any monies paid or payable in respect of those covenants; and
- 1.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of that property.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the SPA and any side letters or other agreements between any parties in relation to the same are incorporated into this debenture.

1.5 Third party rights

- 1.5.1 Save as expressly provided in clause 9, a third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this debenture.
- 1.5.2 The rights of the parties to rescind or agree any amendment or waiver under this debenture are not subject to the consent of any other person.

1.6 Perpetuity period

If the rule against perpetuities applies to any trust created by this debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 Insolvency Act 1986

Paragraph 14 of Schedule B1 of the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the floating charge created by this debenture.

1.8 Schedules

The Schedules form part of this debenture and shall have effect as if set out in full in the body of this debenture. Any reference to this debenture includes the Schedules.

2. COVENANT TO PAY

The Company shall, on demand, pay to the Chargee and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY**3.1 Charging clause**

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee:

- 3.1.1 charges to the Chargee, by way of first legal mortgage, all the Properties specified in Schedule 1;
- 3.1.2 charges to the Chargee, by way of first fixed charge:
 - 3.1.2.1 all Properties acquired by the Company in the future;
 - 3.1.2.2 all present and future interests of the Company not effectively mortgaged or charged under the preceding provisions of this clause 3 in, or over, freehold or leasehold property;
 - 3.1.2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to each Property;
 - 3.1.2.4 all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Charged Property, and all rights in connection with them;
 - 3.1.2.5 all its present and future goodwill and uncalled capital;
 - 3.1.2.6 all the Equipment;
 - 3.1.2.7 all the Book Debts;
 - 3.1.2.8 all the Intellectual Property;
 - 3.1.2.9 all the Investments;
 - 3.1.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account); and
 - 3.1.2.11 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 3.1.3; and
- 3.1.3 assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy; and
- 3.1.4 charges to the Chargee, by way of first floating charge, all the undertaking, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1.1 to clause 3.1.3 inclusive.

3.2 Automatic conversion of floating charge

The floating charge created by clause 3.1.4 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:

- 3.2.1 the Company:
 - 3.2.1.1 creates, or attempts to create, without the prior written consent of the Chargee, an Encumbrance or a trust in favour of another person on all or any part of the Charged Property; or
 - 3.2.1.2 disposes, or attempts to dispose of, all or any part of the Charged Property (other than Charged Property that is only subject to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business);

- 3.2.2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
- 3.2.3 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Property; or
- 3.2.4 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company.

3.3 **Conversion of floating charge by notice**

The Chargee may, in its sole discretion, at any time and by written notice to the Company, convert the floating charge created under this debenture into a fixed charge as regards any part of the Charged Property specified by the Chargee in that notice.

3.4 **Assets acquired after any floating charge crystallisation**

Any asset acquired by the Company after any crystallisation of the floating charge created under this debenture which, but for that crystallisation, would be subject to a floating charge under this debenture, shall (unless the Chargee confirms otherwise to the Company in writing) be charged to the Chargee by way of first fixed charge.

4. **LIABILITY OF THE COMPANY**

4.1 **Liability not discharged**

The Company's liability under this debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1 any Encumbrance, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2 the Chargee renewing, determining, varying or increasing any finance, investment or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person;
- 4.1.3 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- 4.1.4 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Chargee may now or after the date of this deed have from or against the Buyer, the Company or any other person in connection with the Secured Liabilities;
- 4.1.5 any act or omission by the Chargee or any other person in taking up, perfecting or enforcing any Encumbrance, indemnity, or guarantee from or against the Buyer, the Company or any other person;
- 4.1.6 any termination, amendment, variation, novation or supplement of or to any of the Secured Liabilities;
- 4.1.7 any grant of time, indulgence, waiver or concession to the Buyer, the Company or any other person;
- 4.1.8 any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Buyer, the Company or any other person;

- 4.1.9 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Encumbrance held from, the Buyer, the Company or any other person in connection with the Secured Liabilities;
- 4.1.10 any claim or enforcement of payment from the Buyer, the Company or any other person; or
- 4.1.11 any other act or omission which would not have discharged or affected the liability of the Company had it been a principal debtor or by anything done or omitted by any person which, *but for this provision, might operate to exonerate or discharge the Company or otherwise reduce or extinguish its liability under this deed.*

4.2 Immediate recourse

The Company waives any right it may have to require the Chargee to enforce any security or other right, or claim any payment from, or make any demand or claim against (whether in *bankruptcy, liquidation, administration or insolvency or otherwise*) or otherwise proceed against, any other person (including the Buyer) before enforcing this debenture against the Company.

4.3 Non-competition

The Company warrants to the Chargee that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Buyer or any other person in connection with any liability of, or payment by, the Company under this deed but:

- 4.3.1 if any of the Rights is taken, exercised or received by the Company, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Company on trust for the Chargee for application in or towards the discharge of the Secured Liabilities under this deed; and
- 4.3.2 on demand by the Chargee, the Company shall promptly transfer, assign or pay to the Chargee all Rights and all monies from time to time held on trust by the Company under this clause 4.3.

5. REPRESENTATIONS AND WARRANTIES

The Company makes the representations and warranties set out in Schedule 2 to the Chargee. The representations and warranties set out in Schedule 2 are made by the Company on the date of this debenture and are deemed to be made by the Company on each day of the Security Period with reference to the facts and circumstances then existing.

6. COVENANTS

The Company covenants with the Chargee during the continuance of the security constituted by this debenture in the terms set out in Schedule 3.

7. POWERS OF THE CHARGE

The Chargee shall have the powers set out in Schedule 4.

8. ENFORCEMENT

8.1 Enforcement events

The security constituted by this debenture shall be immediately enforceable if any of the events set out in paragraph 1 of Schedule 5 occurs. The parties to this debenture agree that the provisions of Schedule 5 shall apply to this debenture and shall be binding between them.

8.2 Discretion

After the security constituted by this deed has become enforceable, the Chargee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

8.3 Receiver's powers

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 6.

8.4 Right of appropriation

8.4.1 To the extent that:

8.4.1.1 the Charged Property constitutes Financial Collateral; and

8.4.1.2 this debenture and the obligations of the Company hereunder constitute a Security Financial Collateral Arrangement,

the Chargee shall have the right, at any time after the security constituted by this debenture has become enforceable, to appropriate all or any of that Charged Property in or towards the payment or discharge of the Secured Liabilities in such order as the Chargee in its absolute discretion may from time to time determine.

8.4.2 The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Chargee may select (including independent valuation).

8.4.3 The Company agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

9. COSTS AND INDEMNITY**9.1 Costs**

The Company shall pay to, or reimburse, the Chargee and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Chargee or any Receiver in connection with:

9.1.1 this debenture or the Charged Property;

9.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's or Receiver's rights under this debenture;

9.1.3 suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in connection with this debenture or the Secured Liabilities), together with interest on any amount due under clauses 9.1.2 and clause 9.1.3 at the default rate of interest of 8% per annum above the base lending rate from time to time of National Westminster Bank Plc.

9.2 Indemnity

The Chargee and any Receiver, and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

9.2.1 the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this debenture;

9.2.2 any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or

9.2.3 any default or delay by the Company in performing any of its obligations under this debenture.

10. **RELEASE**

Subject to clause 12.3, on the expiry of the Security Period (but not otherwise), the Chargee shall, at the request and cost of the Company, take whatever action is necessary to release the Charged Property from the security constituted by this debenture and to re-assign any Charged Property to the Company.

11. **ASSIGNMENT AND TRANSFER**

11.1 **Assignment by Chargee**

At any time, without the consent of the Company, the Chargee may assign or transfer the whole or any part of their rights and obligations under this debenture to any other person.

11.2 **Assignment by Company**

The Company may not assign any of its rights, or transfer any of its obligations, under this debenture, or enter into any transaction that would result in any of those rights or obligations passing to another person.

12. **FURTHER PROVISIONS**

12.1 **Independent security**

This debenture shall be in addition to, and independent of, every other security or guarantee that the Chargee may hold for any of the Secured Liabilities at any time. No prior security held by the Chargee over the whole or any part of the Charged Property shall merge in the security created by this debenture.

12.2 **Continuing security**

This debenture shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Chargee discharges this debenture in writing.

12.3 **Discharge conditional**

Any release, discharge or settlement between the Company and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

12.3.1 the Chargee or its nominees may retain this debenture and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and

12.3.2 the Chargee may recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.

12.4 Clawback

If the Chargee considers that an amount paid by the Buyer or the Company in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation, insolvency or administration of the Company or the Buyer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this debenture.

12.5 Certificates

A certificate or determination by the Chargee as to any amount for the time being due to it from the Company shall (in the absence of any manifest error) be conclusive evidence of the amount due.

12.6 Rights cumulative

The rights and remedies of the Chargee conferred by this debenture are cumulative, may be exercised as often as the Chargee considers appropriate, and are in addition to its rights and remedies under the general law.

12.7 Variations and waivers

Any waiver or variation of any right or remedy by the Chargee (whether arising under this debenture or under the general law), or any consent given under this debenture, shall only be effective if it is in writing and signed by the waiving, varying or consenting party, and applies only in the circumstances for which it was given, and shall not prevent the party giving it from subsequently relying on the relevant provision.

12.8 Further exercise of rights

No act or course of conduct or negotiation by, or on behalf of, the Chargee shall, in any way, preclude the Chargee from exercising any right or remedy under this debenture or constitute a suspension or variation of any such right or remedy.

12.9 Delay

No delay or failure to exercise any right or remedy under this debenture shall operate as a waiver of that right or remedy.

12.10 Single or partial exercise

No single or partial exercise of any right or remedy under this debenture shall prevent any further or other exercise of that right or remedy, or the exercise of any other right or remedy under this debenture.

12.11 Consolidation

The restriction on the right of consolidation contained in section 93 of the Law of Property Act 1925 shall not apply to this debenture.

12.12 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

12.13 Counterparts

This debenture may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

12.14 Chargee's right of set-off

The Chargee may (but is not obliged to) at any time set off any liability of the Company to the Chargee against any liability of the Chargee to the Company, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. Any exercise by the Chargee of its rights under this clause 12.14 shall not limit or affect any other rights or remedies available to it under this debenture or otherwise.

13. APPOINTMENT OF ATTORNEYS

- 13.1 By way of security, the Company irrevocably appoints the Chargee and Receiver separately to be its attorney and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

13.1.1 the Company is required to execute and do under this deed; or

13.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee or Receiver.

13.2 Ratification of acts of attorneys

The Company ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 13.1.

14. NOTICES

- 14.1 All notices, demands or other communications required to be given under this debenture (a "**Communication**") shall be given in writing and delivered personally or by prepaid first class post (or by international signed for post or reputable international courier if sending to a different country from that from which it is sent) or by reputable courier to the address and for the attention of the relevant party as set out at the head of this debenture (or such other address as is notified by a party to the others for the purpose).
- 14.2 Subject to the proviso contained the next sub-clause a Communication shall be deemed to be duly given 48 hours after posting (if by prepaid first class letter post) if addressed and sent to the relevant party at the address referred to in clause 14.1 (or when signed for if by international signed for post or courier) or when left at the correct address if delivered personally.
- 14.3 Any Communication delivered outside normal business hours of 9.00 a.m. to 4.30 p.m. on a Business Day shall be deemed to have been given at opening of business on the next following Business Day, and any Communication which would be deemed to be given on a day which is not a Business Day shall be deemed to be given on the next following Business Day. *Provided that any Communication to the Chargee shall only be effective when received by the Chargee.*
- 14.4 Notices given under this debenture shall not be validly served if sent by facsimile or by email.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 15.2 The parties to this debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Chargee to *take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.*
- 15.3 The Company irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this debenture *relating to service of notices. Nothing contained in this debenture shall affect the right to serve process in any other manner permitted by law.*

This debenture has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

The leasehold land and premises of which the Company is tenant at:

Contract House, 202 North Cray Road, Sidcup, Kent, DA14 5EH

Schedule 2 Representations and warranties

1. **Ownership of Charged Property**
The Company is the sole legal and beneficial owner of the Charged Property.
2. **No Encumbrances**
The Charged Property is free from any Encumbrance other than the Encumbrances created by this debenture and the Pre-existing Charges.
3. **Adverse claims**
The Company has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it.
4. **Adverse covenants**
There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Charged Property.
5. **No breach of laws**
There is no breach of any law or regulation that materially and adversely affects the Charged Property.
6. **No interference in enjoyment**
No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.
7. **No overriding interests**
Nothing has arisen, has been created or is subsisting, which would be an overriding interest in any Property.
8. **Avoidance of security**
No Encumbrance expressed to be created under this debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Company or otherwise.
9. **No prohibitions or breaches**
There is no prohibition on assignment in any Insurance Policy and the entry into this debenture by the Company does not, and will not, constitute a breach of any Insurance Policy or any other agreement or instrument binding on the Company or its assets.
10. **Environmental compliance**
The Company has, at all times, complied in all material respects with all applicable Environmental Law.
11. **Corporate compliance**
 - 11.1 The Company is a limited liability company duly incorporated under the laws of England with power to enter into, deliver and perform this debenture and has taken all necessary action to authorise the entry into, delivery and performance of this debenture.

- 11.2 The entry into, delivery and performance of this debenture do not and will not contravene any applicable law, regulation or judicial or official order to which the Company is subject, its constitutional documents or any other agreement, document or instrument binding on the Company or any of its assets.
- 11.3 This debenture constitutes and will constitute the legal, valid, binding and enforceable obligations of the Company, and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.
- 11.4 All necessary authorisations, consents, licences and approvals required in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by this debenture have been duly obtained and are in full force and effect.

12. **Investments**

- 12.1 The Investments are fully paid and are not subject to any option to purchase or similar rights.
- 12.2 No constitutional document of an issuer of an Investment, nor any other agreement:
- (a) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this deed; or
 - (b) contains any rights of pre-emption in relation to the Investments.

Schedule 3 Covenants

Part 1. General covenants

1. Negative pledge and disposal restrictions

The Company shall not at any time, except with the prior written consent of the Chargee:

- (a) create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property other than any Encumbrance created by this debenture or through the *Pre-existing Charges* to the extent applicable at the date of this debenture;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property (except, in the ordinary course of business, Charged Property which is only subject to an uncrystallised floating charge); or
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

2. Trading and Preservation of Charged Property

The Company shall:

- (a) carry on its trade and business in accordance with the standards of good management from time to time current in such trade or business on those parts (if any) of the *Properties* as are, or may be, used for the purposes of trade or business; and
- (b) not do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this debenture.

3. Statutory compliance

The Company shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Property.

4. Provision of information

The Company shall:

- (a) promptly provide to the Chargee whatever information, documents or papers relating to the Charged Property as the Chargee may from time to time request; and
- (b) inform the Chargee promptly of any acquisition by the Company of, or contract made by the Company to acquire, any freehold, leasehold or other interest in Property.

5. Enforcement of rights

The Company shall use its best endeavours to:

- (a) procure the prompt observance and performance of the covenants and other obligations imposed on the Company's counterparties; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Chargee may require from time to time.

6. Notice of breaches

The Company shall, promptly on becoming aware of any of the same, give the Chargee notice in writing of:

- (a) any representation or warranty set out in Schedule 2 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this Schedule 3.

7. Title documents

The Company shall, on the Chargee's written request, deposit with the Chargee and the Chargee shall, for the duration of this debenture be entitled to hold:

- (a) all deeds and documents of title relating to the Charged Property which are in the possession or control of the Company (and if these are not within the possession or control of the Company, the Company undertakes to obtain possession of all such deeds and documents of title);
- (b) all Insurance Policies and any other insurance policies relating to any of the Charged Property which the Company is entitled to possess; and
- (c) all deeds and documents of title (if any) relating to the Book Debts as the Chargee may specify from time to time.

8. Notices to be given by the Company

The Company shall within five days of the execution of this debenture:

- (a) give notice to each insurer of the assignment of the Company's rights and interest in and under each Insurance Policy pursuant to clause 3.1.3 and procure that each addressee of any such notice promptly provides an acknowledgement of the Chargee's interest to the Chargee; and
- (b) give notice to any bank, financial institution or other person (excluding the Chargee) with whom the Company has an account of the charging to the Chargee under clause 3.1.2 of the Company's rights and interests under such accounts and procure that each addressee of any such notice promptly provides an acknowledgement of the Chargee's interest to the Chargee.

The Company shall obtain the Chargee's prior approval of the form of any notice or acknowledgement to be used under this paragraph 8.

9. Further assurance

The Company, at its own cost:

- (a) shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Chargee may reasonably require) in favour of the Chargee as the Chargee, in its absolute discretion, requires from time to time over all or any part of the Charged Property; and
- (b) give all notices, orders and directions which the Chargee may require in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

10. Appointment of accountants

10.1 The Company shall:

- (a) at its own cost, if the Chargee requires, appoint an accountant or firm of accountants nominated by the Chargee to investigate the financial affairs of the Company and those of its subsidiaries (as applicable) and report to the Chargee; and
 - (b) co-operate fully with any accountants so appointed and immediately provide them with all information requested.
- 10.2 The Company authorises the Chargee to appoint, at any time (and without any further authority from the Company), an accountant or firm of accountants to investigate the financial affairs of the Company and those of its subsidiaries (as applicable) and to report to the Chargee. If the Chargee does appoint an accountant or firm of accountants, the Company shall pay the fees and expenses of those accountants but, if the Chargee pays those fees and expenses on the Company's behalf, the Company shall reimburse the Chargee under clause 9.
11. **Company's waiver of set-off**
- The Company waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Company under this debenture).

Part 2. Book Debts and insurance covenants

1. **Preservation of Book Debts**
- The Company shall not (except as provided by paragraph 2 of Part 2 of Schedule 3 or with the prior written consent of the Chargee) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.
2. **Realising Book Debts**
- The Company shall on the Chargee's written request:
- (a) as an agent for the Chargee, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Chargee;
 - (b) not, without the prior written consent of the Chargee, withdraw any amounts standing to the credit of any Designated Account; and
 - (c) if called on to do so by the Chargee, execute a legal assignment of the Book Debts to the Chargee on such terms as the Chargee may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.
3. **Insurance**
- The Company shall:
- (a) insure and keep insured all of its undertaking and assets with reputable and responsible insurers in such manner and to such extent as is reasonable and customary for an enterprise engaged in the same or similar business and in the same or similar localities against such risks and contingencies as the Chargee shall from time to time request;
 - (b) procure that the interest of the Chargee is noted on all its policies of insurance in such manner as the Chargee may in its absolute discretion require;
 - (c) *duly and punctually pay all premiums and any other monies necessary for maintaining its insurance in full force and effect;*
 - (d) shall (if the Chargee so require) produce to, or deposit with, the Chargee each Insurance Policy and the receipts for all premiums and other payments *necessary for effecting and keeping up each Insurance Policy;* and

- (e) shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

4. **Insurance Policies' proceeds**

All monies payable under any Insurance Policy at any time (whether or not the security constituted by this debenture has become enforceable) shall:

- (a) immediately be paid to the Chargee;
- (b) if they are not paid directly to the Chargee by the insurers, be held by the Company as trustee of the same for the benefit of the Chargee (and the Company shall account for them to the Chargee); and
- (c) at the option of the Chargee, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities (but subject to paragraph 12 of Schedule 5).

Part 3. Property covenants

1. **Maintenance and insurance**

The Company shall:

- (a) keep all buildings and all fixtures on each Property in good and substantial repair and condition;
- (b) insure, and keep insured, those buildings and fixtures with such insurer and against such risks, in such amounts and otherwise on such terms as the Chargee may require (or, failing such requirement, in accordance with the practice in respect of items of the same type which are current amongst prudent businessmen from time to time); and
- (c) procure that, at the request of the Chargee, the interest of the Chargee is noted on all those insurance policies or, at the option of the Chargee, that those insurance policies are issued in the joint names of the Chargee and the Company; and
- (d) *where the Company is the tenant of leasehold Property and the lease requires the landlord (and not the Company) to insure the Property, for so long as the landlord complies with the insuring obligations under the lease the Company shall be deemed to have complied with its obligations in paragraph 1 (b) of this Part 3 of Schedule 3.*

2. **Preservation of Property, fixtures and equipment**

The Company shall not, without the prior written consent of the Chargee:

- (a) pull down or remove the whole, or any part of, any building forming part of any Property;
- (b) make any alterations to any Property, or sever or remove any of its fixtures; or
- (c) remove or make any alterations to any of the Equipment belonging to, or in use by, the Company on any Property (except to affect necessary repairs or replace them with new or improved models or substitutes);

The Company shall whenever any Equipment is destroyed, damaged or deteriorates, immediately repair, replace and make good the same.

3. **Planning information**

The Company shall:

- (a) give full particulars to the Chargee of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property, or to the locality

in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and

- (b) (if the Chargee so requires) immediately, and at the cost of the Company, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Chargee in making, such objections or representations in respect of any such Planning Notice as the Chargee may desire.

4. **Compliance with covenants and payment of rent**

The Company shall:

- (a) observe and perform all covenants, stipulations and conditions to which each Property, or the use of it, is or may be subjected, and (if the Chargee so requires) produce evidence sufficient to satisfy the Chargee that those covenants, stipulations and conditions have been observed and performed; and
- (b) (without prejudice to the generality of the foregoing) where a Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

5. **Maintenance of interests in Properties**

The Company shall not, without the prior written consent of the Chargee:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the Law of Property Act 1925; or
- (b) in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable estate or interest in the whole or any part of any Property.

6. **Registration restrictions**

The Company shall procure that no person shall be registered under the Land Registration Acts 1925 to 2002 as proprietor of any Property without the prior written consent of the Chargee. The Company shall be liable for the Costs of the Chargee in lodging cautions against the registration of the title to the whole or any part of any Property from time to time.

7. **Development restrictions**

The Company shall not, without the prior written consent of the Chargee, carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the use of any Property.

8. **Environment**

The Company shall:

- (a) comply with all the requirements of Environmental Law; and
- (b) obtain and comply with all authorisations, permits and other types of licences necessary under Environmental Law,
both in the conduct of its general business and in the management, possession or occupation of each Property

9. **No restrictive obligations**

The Company shall not, without the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting the whole or any part of any Property, or create or

permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Property.

10. Proprietary rights

The Company shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Property without the prior written consent of the Chargee.

11. Inspection

The Company shall permit the Chargee, any Receiver and any person appointed by either of them to enter on and inspect any Property on reasonable prior notice.

12. Property information

The Company shall inform the Chargee promptly of any acquisition by the Company of, or contract made by the Company to acquire, any freehold, leasehold or other interest in any property.

13. Registration at the Land Registry

The Company consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Design & Management (Holdings) Limited as the Chargee referred to in the charges register."

Part 4. Investment covenants

1. Registration of Investments

1.1 The Company shall:

- (a) deliver to the Chargee on request an undated stock transfer form(s) or other appropriate instrument(s) of transfer executed by the Company in blank and the share certificates or other title documents in relation to the Investments owned by the Company on the date of this debenture;
- (b) notify the Chargee on the purchase or acquisition by it of the Investments after the date of this debenture and, on the Chargee's written request, deposit with the Chargee, or as the Chargee may direct, all stock or share certificates and other documents of title or evidence of ownership and certified stock transfer forms executed by the Company in blank relating to those Investments;
- (c) terminate with immediate effect all nominations it may have made under sections 145 and 146 of the Companies Act 2006 in respect of any Investments and, pending that termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Investments without the prior written approval of the Chargee; and
 - (ii) immediately on receipt, forward to the Chargee all communications or other information received in respect of any Investments for which it has been so nominated; and
- (d) at the direction of the Chargee, immediately execute and deliver to the Chargee all transfers and other documents, and do all such things, as may be necessary or

desirable to register all or any of the Investments in the name of the Chargee or its nominees, but that in the event of any such transfer being effected neither the Chargee nor its nominees shall be liable in respect of any calls, demands, instalments, liabilities or otherwise in connection with any of the Investments (all of which shall be punctually paid by the Company) nor shall they be liable (save in the case of gross negligence or wilful default) for any loss occasioned by any exercise or non-exercise of rights attached to any of the Investments or by any failure to forward or report to the Company any notice or other communication received in respect of them;

- 1.2 The Chargee shall have a power of sale over any of the Investments which shall be exercisable at any time after lawful demand by the Chargee for payment or repayment of any of the Secured Liabilities and any dividends, interest or other payments which may be received or receivable by the Chargee or by any nominee in respect of any of the Investments may be applied, following any demand as aforesaid, as though they were proceeds of sale and the Chargee is hereby authorised to give a good discharge for any moneys received in respect of any of the Investments at any time during the Security Period.

- 1.3 The Company shall not during the Security Period exercise any rights under sections 145 and 146 of the Companies Act 2006 to nominate any person in respect of any of the Investments.

2. **Additional registration obligations**

The Company shall:

- (a) procure all consents, waivers, approvals and permissions that are necessary, under the articles of association of any issuer that is not a public company or otherwise, for the transfer of the Investments to the Chargee or its nominees, or to a purchaser on enforcement of this debenture; and
- (b) procure the amendment of the share transfer provisions of the articles of association of each issuer that is not a public company in such manner as the Chargee may require in order to permit such a transfer.

3. **Dividends and voting rights pre enforcement**

Provided that any exercise of the rights referred to in paragraph (a) below shall not (in the opinion of the Chargee) jeopardise or be likely to jeopardise the security hereby constituted, until the date on which the Secured Liabilities become due or until the Chargee shall take any steps to enforce this security, the Company while remaining the registered owner of the Investments shall:

- (a) continue to be entitled to exercise all voting rights attaching thereto as beneficial owner and, subject as provided aforesaid, the Chargee or its nominees shall exercise the voting rights attaching to the Investments which shall be registered in the name of the Chargee or (as the case may be) its nominees in accordance with any directions in writing from time to time received from the Company while beneficial owner thereof or, in the absence of any such written directions, shall refrain from exercising any such voting rights; and
- (b) shall be entitled to dividends on or in respect of the Investments.

4. **Dividends and voting rights post enforcement**

After the security constituted by this debenture has become enforceable:

- (a) all dividends and other distributions paid in respect of the Investments and received by the Company shall be held by the Company on trust for the Chargee and immediately paid into a Designated Account or, at the direction of the Chargee, be paid to the Chargee, or, if received by the Chargee, shall be retained by the Chargee; and

- (b) all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Chargee and the Company shall, and shall procure that their nominees shall, comply with any directions the Chargee may give, in its absolute discretion, concerning the exercise of those rights and powers.

5. **Calls on Investments**

The Company shall duly and promptly pay all calls, instalments and other monies that may be payable from time to time in respect of the Investments. The Company acknowledges that the Chargee shall not be under any liability in respect of any such calls, instalments or other monies.

6. **No alteration of Investments**

The Company shall not, without the prior written consent of the Chargee, amend, or agree to the amendment of, the memorandum or articles of association, or any other constitutional documents, of any issuer that is not a public company, or the rights or liabilities attaching to any of the Investments.

7. **Preservation of Investments**

The Company shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer that is not a public company shall not:

- (a) consolidate or subdivide any of its Investments, or reduce or re-organise its share capital in any way;
- (b) issue any new shares or stock; or
- (c) refuse to register any transfer of any of its Investments that may be lodged for registration by, or on behalf of, the Chargee or the Company in accordance with this debenture.

8. **Investments information**

The Company shall send to the Chargee copies of all notices, circulars, reports, accounts and other documents, which are sent to holders of any Investments, promptly following receipt.

Part 5. Equipment covenants

1. **Maintenance of Equipment**

The Company shall:

- (a) maintain the Equipment in good and serviceable condition (except for expected fair wear and tear); and
- (b) not permit any Equipment to be:
 - (i) used or handled other than by properly qualified and trained persons; or
 - (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable.

2. **Payment of Equipment taxes**

The Company shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Chargee.

3. **Equipment information**

The Company shall:

- (a) give the Chargee any information concerning the location, condition, use and operation of Equipment as the Chargee may require; and
- (b) permit any persons designated by the Chargee to inspect and examine Equipment and the records relating to Equipment at all reasonable times.

4. **Equipment insurance**

The Company shall:

- (a) at its own expense, procure that the Equipment is covered and kept covered by insurance of a kind satisfactory to the Chargee with insurers approved by the Chargee (such approval not to be unreasonably withheld) for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident, for an amount that is not less than the aggregate cost of reinstating or replacing the Equipment;
- (b) if the Chargee so requires, procure that the interest of the Chargee is noted on all such insurance policies or, at the option of the Chargee, that such insurance policies are issued in the joint names of the Chargee and the Company; and
- (c) maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Equipment.

Part 6. Intellectual Property covenants

1. **Preservation of rights**

The Company shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

2. **Registration of Intellectual Property**

The Company shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Chargee informed of all matters relating to each such registration.

3. **Maintenance of Intellectual Property**

The Company shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

Schedule 4 Powers of the Chargee

1. Power to remedy

The Chargee shall be entitled (but shall not be bound) to remedy, at any time, a breach by the Company of any of its obligations contained in this debenture, and the Company irrevocably authorises the Chargee and its agents to do everything necessary or desirable for that purpose.

2. Exercise of rights

2.1 The rights of the Chargee under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Chargee under this debenture. The exercise of those rights shall not make the Chargee liable to account as a mortgagee in possession.

2.2 All or any of the powers, rights and discretions which are conferred by this debenture (either expressly or impliedly) upon a Receiver may be exercised after the security hereby created becomes enforceable by the Chargee in relation to the whole or any part of the Charged Property without first appointing a Receiver of such Charged Property or any part thereof or notwithstanding the appointment of a Receiver of such Charged Property or any part thereof.

3. Power to dispose of chattels

At any time after the security constituted by this debenture has become enforceable, the Chargee or any Receiver:

3.1 may dispose of any chattels or produce found on any Property as agent for the Company; and

3.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Company against any liability arising from such disposal.

4. Prior Encumbrances

At any time after the security constituted by this debenture has become enforceable, or after any powers conferred by any Encumbrance having priority to this debenture shall have become exercisable, the Chargee may:

- (a) redeem such or any other prior Encumbrance, or procure its transfer to itself; and
- (b) settle any account of the holder of any prior Encumbrance.

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Company. All monies paid by the Chargee to an encumbrancer in settlement of such an account shall, as from its payment by the Chargee, be due from the Company to the Chargee and shall bear interest and be secured as part of the Secured Liabilities.

5. Conversion of currency

For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Chargee may convert any monies received, recovered or realised by it under this debenture (including the proceeds of any previous conversion under this paragraph 5) from their existing currencies of denomination into such other currencies of denomination as the Chargee may think fit. Any such conversion shall be effected at a reasonable rate of exchange for such other currency against the existing currency. Each reference in this paragraph 5 to a currency extends to

funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

6. New accounts

6.1 If the Chargee receives notice of any subsequent Encumbrance, or other interest, affecting all or part of the Charged Property, the Chargee may open a new account for the Company in the Chargee's books. Without prejudice to the Chargee's right to combine accounts, no money paid to the credit of the Company in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

6.2 If the Chargee does not open a new account immediately on receipt of notice under paragraph 6.1 of this Schedule 4, then (unless the Chargee gives express written notice to the contrary to the Company) all payments made by the Company to the Chargee shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt of the relevant notice by the Chargee.

7. Chargee's set-off rights

If the Chargee has more than one account for the Company in its books, the Chargee may at any time after:

- (a) the security constituted by this debenture has become enforceable; or
- (b) the Chargee has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit (but the Chargee shall notify the Company of the transfer once made).

8. Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person or persons not being a party to this debenture (whether or not any such person is jointly liable with the Company) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this debenture or to the liability of the Company for the Secured Liabilities.

Schedule 5 Enforcement

1. Enforcement events

The security constituted by this debenture shall become immediately enforceable by the Chargee if:

- 1.1 any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged by the Buyer or the Company as appropriate (whether on demand or on the scheduled due date or by acceleration or otherwise, as the case may be); or
- 1.2 the Company is in breach of any of its obligations under this debenture, the SPA or any other agreement between the Company the Chargee and that breach (if capable of remedy) has not been remedied to the satisfaction of the Chargee within 7 days of notice by the Chargee to the Company to remedy the breach; or
- 1.3 the Buyer is in breach of any of its obligations under the SPA, the Share Charge or any other agreement between the Buyer and the Chargee and that breach (if capable of remedy) has not been remedied to the satisfaction of the Chargee within 7 days of notice by the Chargee to the Buyer to remedy the breach; or
- 1.4 an event of the type set out in clause 5 of the SPA occurs;
- 1.5 any representation, warranty or statement made, or deemed to be made, by the Company in, or in connection with, this debenture or the SPA is or proves to have been incorrect or *misleading when made or deemed to be made*; or
- 1.6 the Company or the Buyer:
 - (a) suspends, or threatens to suspend, payment of its debts or becomes unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities, taking into account the its contingent and prospective liabilities; or
 - (b) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness; or
 - (c) makes a general assignment for the benefit of, or a composition with, its creditors; or
- 1.7 the Company passes any resolution or takes any corporate action or a petition is presented or proceedings are commenced or any action is taken by any person for its winding-up, dissolution, administration or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues and assets; or
- 1.8 a distress, execution, attachment or other legal process is levied or enforced upon or sued against all or any part of the assets of the Company or the Buyer and remains undischarged for seven days; or
- 1.9 any event occurs which under any jurisdiction has a similar or analogous effect to any of the events mentioned in paragraphs 1.6 to 1.9 of this Schedule 5; or
- 1.10 the Company suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 1.11 there is a change of control of the Company.

- 1.12 If any of the events referred to in paragraph 1 of this Schedule 5 occurs, without prejudice to any other rights of the Chargee and whether or not such event is continuing, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Chargee may, in its absolute discretion, enforce all or any part of the security created by this debenture as it sees fit.

2. Statutory power of sale

The statutory powers of sale conferred by the Law of Property Act 1925 shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the execution of this debenture and sections 93 and 103 of the Law of Property Act 1925 shall not apply to this security, but the Chargee shall not exercise such power of sale until the security constituted by this debenture has become enforceable under paragraph 1 of this Schedule 5.

3. Extension of statutory powers

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Chargee under this debenture and are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this debenture has become enforceable, whether in its own name or in that of the Company, to grant a lease or agreement to lease, accept surrenders of lease or grant any option of the whole or any part of the freehold and leasehold property of the Company with whatever rights relating to other parts of it, containing whatever covenants on the part of the Company, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Chargee thinks fit and without the need to comply with any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

4. Protection of third parties

No purchaser, mortgagee or other person dealing with the Chargee or any Receiver shall be concerned:

- 4.1 to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power the Chargee or a Receiver is purporting to exercise has become exercisable; or
- 4.2 to see to the application of any money paid to the Chargee or any Receiver, and all the protection afforded to purchasers contained in sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Receiver or the Chargee.

5. No liability as mortgagee in possession

Neither the Chargee, nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

6. Appointment of Receiver

- 6.1 At any time after the security constituted by this debenture has become enforceable, or at the request of the Company, the Chargee may, without further notice:
- (a) appoint under seal or by writing under hand of the Chargee, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Charged Property; and

- (b) (subject to section 45 of the Insolvency Act 1986) from time to time, under seal or by *writing under hand of the Chargee*, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

Where more than one person is appointed Receiver, each Receiver shall have power to act separately (unless the appointment by the Chargee specifies to the contrary).

- 6.2 The Chargee may fix the remuneration of any Receiver appointed by them without the restrictions contained in section 109 of the Law of Property Act 1925, and the remuneration of the Receiver shall be a debt secured by this debenture which shall be due and payable immediately upon its being paid by the Chargee.

7. **Power of sale additional**

- 7.1 The powers of sale and appointing a Receiver conferred by this debenture shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

- 7.2 *The power to appoint a Receiver (whether conferred by this debenture or by statute) shall be, and remain, exercisable by the Chargee despite any prior appointment in respect of all or any part of the Charged Property.*

8. **Agent of the Company**

Any Receiver appointed by the Chargee under this debenture shall be the agent of the Company, and the Company shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him.

9. **Powers of Receiver**

Any Receiver appointed by the Chargee under this debenture shall, in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986, have the power to do all such acts and things as an absolute owner could do in the management of such of the Charged Property over which the Receiver is appointed and, in particular, the powers set out in Schedule 6.

10. **Order of application of proceeds**

All monies received by the Chargee or a Receiver in the exercise of any enforcement powers conferred by this debenture shall be applied:

- (a) first, in paying all unpaid fees, costs and other liability incurred by, or on behalf of, the Chargee (and any Receiver, attorney or agent appointed by it);
- (b) second, in paying the remuneration of any Receiver (as agreed between the Receiver and the Chargee);
- (c) third, in or towards discharge of the Secured Liabilities in such order and manner as the Chargee determines; and
- (d) finally, in paying any surplus to the Company or any other person entitled to it.

11. **Appropriation**

Neither the Chargee nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

12. Suspense account

All monies received by the Chargee or a Receiver under this debenture may, at the discretion of the Chargee or Receiver, be credited to a suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Chargee and the Company, and may be held in such account for so long as the Chargee or Receiver thinks fit.

13. Power of attorney

By way of security, the Company irrevocably appoints the Chargee and every Receiver separately to be the attorney of the Company and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Company is required to execute and do under this debenture, including execute any document required by the Chargee under paragraph 8 of Part 1 of Schedule 3; and
- (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this debenture or by law on the Chargee or any Receiver.

14. Ratification of acts of attorney

The Company ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 5.

15. Appointment of an Administrator

15.1 The Chargee may, without notice to the Company, appoint any one or more persons to be an administrator of the Company pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this debenture becomes enforceable.

15.2 Any appointment under this paragraph 15 shall:

- (a) be in writing signed by the Chargee; and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.

15.3 The Chargee may, subject to any necessary approval from the court, end the appointment of an Administrator by notice in writing in accordance with this paragraph 15 and appoint a replacement for any Administrator whose appointment ends for any reason under that paragraph.

Schedule 6 Further powers of a Receiver

1. Power to repair and develop Properties

A Receiver may undertake or complete any works of repair, building or development on the Properties.

2. Power to surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Properties on such terms, and subject to such conditions, as he thinks fit.

3. Power to employ personnel and advisors

A Receiver may provide services and employ, or engage, such managers, contractors and other personnel and professional advisors on such terms as he thinks fit.

4. Power to make VAT elections

A Receiver may make such elections for value added tax purposes as he thinks fit.

5. Power to charge for remuneration

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Chargee may prescribe or agree with him.

6. Power to realise Charged Property

A Receiver may collect and get in the Charged Property, or any part of it, in respect of which he is appointed and make such demands, and take such proceedings, as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

7. Power to manage or reconstruct the Company's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Company.

8. Power to dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Company in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Company), and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as the Receiver thinks fit and he may promote, or concur in promoting, a company to purchase the property to be sold.

9. Power to sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which he is appointed in such manner, and generally on such terms and conditions, as he thinks fit.

10. Power to make settlements

A Receiver may make any arrangement, settlement or compromise between the Company and any other person that he may think expedient.

11. Power to improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

12. Power to make calls on Company members

A Receiver may make calls conditionally or unconditionally on the members of the Company in respect of the uncalled capital with such and the same powers for that purpose, and for the purpose of enforcing payments of any calls so made, as are conferred by the Articles of Association of the Company on its directors in respect of calls authorised to be made by them.

13. Power to appoint

A Receiver may appoint managers, officers, servants, workmen and agents for the purposes of this Schedule 6 at such salaries, for such periods and on such terms as he may determine.

14. Power to insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 9, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Company under this debenture.

15. Powers under Law of Property Act 1925/insolvency act 1986

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act, and (whether or not the Receiver is an administrative receiver) all the powers, rights and discretions of an administrative receiver under Schedule 1 of the Insolvency Act 1986.

16. Power to borrow

A Receiver may, for any of the purposes authorised by this Schedule 6, raise money by borrowing from the Chargee (or from any other person) on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he shall think fit (including, if the Chargee consents, terms under which such security ranks in priority to this debenture).

17. Power to redeem prior Encumbrances

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Company, and the monies so paid shall be deemed to be an expense properly incurred by him.


18. Incidental powers

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 6, or which he lawfully may or can do as agent for the Company.

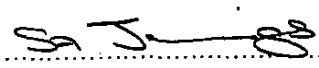
19. Scope of powers

Any exercise of any of the powers given by this Schedule 6 to a Receiver may be on behalf of the Company, the directors of the Company (in the case of the power contained in paragraph 12 of this Schedule 6) or himself.

Executed as a deed by
**DESIGN AND MANAGEMENT
 CONTRACTORS LIMITED**
 acting by Stewart Milne Robertson,
 a director, in the presence of:

) 
)
) Director
)

Signature of witness:

) 
)

Name of witness:

) **SUSAN ANNE JENNINGS**
)

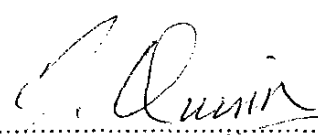
Address of witness:

) **FURLEY PAGE, ADMIRALS OFFICES,**
)
) **MAIN GATE ROAD, THE HISTORIC**
)
) **DOCKYARD, CHATHAM, KENT**
)

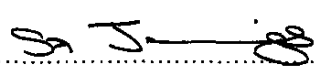
Occupation of witness:

) **Solicitor**
)

Executed as a deed by
**DESIGN & MANAGEMENT
 (HOLDINGS) LIMITED**
 acting by Terry Quinn,
 a director, in the presence of:

) 
)
) Director
)

Signature of witness:

) 
)

Name of witness:

) **SUSAN ANNE JENNINGS**
)

Address of witness:

) **Furley Page, Admirals Offices**
)
) **Main Gate Road, The Historic**
)
) **Dockyard, Chatham, Kent**
)

Occupation of witness:

) **Solicitor**
)