



Registration of a Charge

Company name: **TDS SHARECO LIMITED**

Company number: **10833438**

Received for Electronic Filing: **23/12/2017**



X6LW5AGR

Details of Charge

Date of creation: **18/12/2017**

Charge code: **1083 3438 0001**

Persons entitled: **NICK MORGAN**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CAROLINE KEMSLEY-PEIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10833438

Charge code: 1083 3438 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2017 and created by TDS SHARECO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2017 .

Given at Companies House, Cardiff on 29th December 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 18 DECEMBER 2017

(1) TDS SHARECO LIMITED

(2) NICK MORGAN

DEBENTURE

Certified to be a true and complete
copy of the original

Signed:

Dated:

Caroline Kemsley-Pein
22.12.2017

Caroline Kemsley-Pein
Kemsley & Company
Harborough Innovation Centre
Airfield Business Park
Leicester Road
Market Harborough
Leicestershire, LE16 7WB
Solicitor

THIS DEBENTURE is made the 18 December 2017.

BETWEEN:

- (1) **TDS SHARECO LIMITED** incorporated and registered in England and Wales with company number 10833438 whose registered office is at Venture Court, 2 Debdale Road, Wellingborough, Northamptonshire, NN8 5AA (**Borrower**).
- (2) **NICK MORGAN** of The Cider House, 1 Clunton Coppice, Clunbury, Craven Arms, Shropshire SY7 0HL (**Lender**).

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Debenture, unless the context otherwise requires, the following expressions have the following meanings:

| | |
|-------------------------------|---|
| Business Day | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business. |
| Charged Property | the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Lender under this Debenture. |
| Deferred Consideration | has the meaning given to it in the Share Purchase Agreement. |
| Event of Default | shall have the meaning given in clause 8.2. |
| Permitted Security | (a) any security pursuant to this Debenture; (b) any netting or set-off arrangement entered into by the Borrower in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances; and (c) any lien arising by operation of law and in the ordinary course of trading. |
| LPA 1925 | the Law of Property Act 1925. |
| Plant and Machinery | all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other moveable assets (other than fixtures) of any kind and in any place which are the property of the Borrower at the date of this Debenture or which became the property of the Borrower after the date of this Debenture. |

| | |
|---------------------------------|---|
| Receiver | any receiver, administrative receiver or receiver and manager appointed pursuant to this Debenture. |
| Secured Liabilities | the sum of £275,000 (two hundred and seventy five thousand pounds) payable by the Borrower to the Lender and any amount payable under the Tax Indemnity, in each case under the terms of the Share Purchase Agreement. |
| Security | a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect. |
| Share Purchase Agreement | the Share Purchase Agreement of today's date entered into between the Borrower and the Lender in relation to the purchase by the Borrower from the Lender of 50 A Ordinary Shares of £1.00 each in Technical & Development Services Group Limited and 140,000 Class E Shares of £1.00 each in Technical & Development Services Limited. |
| Tax Indemnity | the indemnity given by the Borrower to the Lender pursuant to clause 5.9.1 of the Share Purchase Agreement. |

1.2 In this Debenture, unless the context otherwise requires:

- 1.2.1 the expressions 'the Borrower' and 'the Lender' where the context admits include their respective successors and assigns whether immediate or derivative;
- 1.2.2 terms defined in the Companies Act 2006 have the same meanings;
- 1.2.3 reference to any statute or statutory provision includes a reference to:
 - 1.2.3.1 that statute or statutory provision as from time to time amended extended or re-enacted or consolidated; and
 - 1.2.3.2 all statutory instruments or orders made pursuant to it;
- 1.2.4 words denoting the singular shall include the plural and vice versa;
- 1.2.5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa;
- 1.2.6 references to 'clauses' are to the clauses or sub-clauses of this Debenture;
- 1.2.7 clause headings do not form part of this Debenture but are for convenience only and shall not be taken into account in its construction or interpretation.

2. Covenant to pay

The Borrower shall on demand pay to the Lender and discharge the Secured Liabilities when they become due.

3. Security

By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee hereby charges to the Lender the property set out below in the manner set out below:

3.1 by way of first fixed charge:-

3.1.1 all leasehold or freehold property owned by or acquired by the Borrower in the future;

3.1.2 all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold property;

3.1.3 the Plant and Machinery;

3.1.5 all the goodwill and uncalled capital for the time being of the Borrower; and

3.2 by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to Clause 3.1.

4. Qualifying Floating Charge

4.1 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Debenture.

4.2 Except as provided below, the floating charge created by the Borrower under this Debenture shall automatically and immediately convert into a fixed charge over the assets subject to that floating charge if:

4.2.1 the Secured Liabilities are not paid in accordance with the terms of the Share Purchase Agreement;

4.2.2 the Lender, acting in good faith, considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise, except for a sale to an unrelated third party for the bona fide purposes of the business of the Borrower or any member of its group;

4.2.3 the Borrower fails to comply, or takes or threatens to take any action which, in the reasonable opinion of the Lender, is likely to result in it creating Security or a trust in favour of another person over all or any part of the Charged Property (except as expressly permitted by the terms of this Debenture); or

4.2.4 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

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

5. Negative Pledge

5.1 The Borrower shall not create or permit to subsist any Security over any of its assets

other than the Permitted Security and the Security created under this Debenture.

- 5.2 Without prejudice to any other restriction on disposals from time to time agreed between the Lender and the Borrower in any facility arrangement or otherwise, the Borrower shall not sell, convey, assign, transfer, or agree to sell, convey, assign or transfer the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Lender.
- 5.3 Unless otherwise permitted under this Debenture, the Borrower shall not at any time create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed).

6. Representations and Warranties

6.1 The Borrower represents and warrants to the Lender that:

6.1.1 it is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it fails to be charged under this Debenture and the rights of the Borrower in respect of the Charged Property are free from any Security of any kind other than the Permitted Security; and

6.1.2 it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Borrower's right, title and interest in and to the Charged Property, except in the ordinary course of its trade in respect of that part of the Charged Property which is (or was at the time of disposal) subject only to an uncrystallised floating charge in favour of the Lender;

6.1.3 it has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it;

6.1.4 there are no covenants, agreements, reservations, conditions, interests or rights which are reasonably likely to materially and adversely affect the Charged Property;

6.1.5 there is no breach of any law or regulation which is reasonably likely to materially and adversely affect the Charged Property;

6.1.6 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;

6.1.7 nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Charged Property;

6.1.8 no Security expressed to be created under this Debenture is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower;

6.1.9 the entry into this Debenture by the Borrower is not reasonably likely to constitute a breach of a material insurance policy or any other material agreement or instrument binding on the Borrower or its assets;

6.1.10 the Borrower has complied in all material respects with all applicable laws; and

6.1.11 this Debenture constitutes legal, valid, binding and enforceable obligations of the Borrower.

6.2 The representations and warranties set forth in this Clause 6 are given and made on

and as of the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Debenture.

7. Undertakings

- 7.1 The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Debenture.
- 7.2 The Borrower shall comply with all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property.
- 7.3 The Borrower shall maintain insurance on or in relation to its business and assets with underwriters and/or insurance companies of repute, and shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage.
- 7.4 The Borrower shall at all times keep in good and substantial repair, working order and condition all the Charged Property and Plant and Machinery.
- 7.5 The Borrower shall not do, or permit to be done, any act or thing that would be reasonably likely to materially adversely depreciate, jeopardise or otherwise prejudice the security held by the Lender, or which is reasonably likely to materially adversely diminish the value of any of the Charged Property or the effectiveness of the Security created by this Debenture.
- 7.6 The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that is reasonably likely to invalidate any material insurance policy maintained by it.

8. Enforcement

- 8.1 The Security constituted by this Debenture shall become immediately enforceable if an Event of Default occurs and is outstanding.
- 8.2 Each of the following events or circumstances set out in this clause 8.2 is an Event of Default:
 - 8.2.1 (a) the Borrower fails to pay the Deferred Consideration in accordance with the terms of Share Purchase Agreement; and/or
 - (b) the Borrower fails to pay any amount due under the Tax Indemnity in accordance with the terms of the Share Purchase Agreement,
 - and in each case, such default is not remedied within 2 Business Days of the default;
 - 8.2.2 the Borrower fails (other than by failing to pay), to comply with any material provision of the Share Purchase Agreement or this Debenture
 - 8.2.3 unless the non-compliance:
 - (a) is capable of remedy or mitigation; and
 - (b) is remedied within 14 Business Days of the earlier of the Lender giving notice to the Borrower and the Borrower becoming aware of the non-compliance; any representation, warranty or statement made, repeated or

deemed made by the Borrower in, or pursuant to, this Debenture or the Share Purchase Agreement is reasonably likely to be (or proves to have been) materially incomplete, untrue, incorrect or misleading when made, repeated or deemed made, unless the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within 14 Business Days of the earlier of the Lender giving notice to the Borrower and the Borrower becoming aware of the non-compliance;

- 8.2.4 the Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due;
- 8.2.5 a moratorium is declared in respect of any indebtedness of the Borrower;
- 8.2.6 any action, proceedings, procedure or step is taken for:
 - (a) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or
 - (b) the composition, compromise, assignment or arrangement with any creditor; or
 - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets; or
 - (d) the enforcement of any Security over any assets of the Borrower;
- 8.2.7 the Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties);
- 8.2.8 any event occurs in relation to the Borrower similar to those in clause 8.2.4 to clause 8.2.7 (inclusive) under the laws of any applicable jurisdiction;
- 8.2.9 any provision of this Debenture is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- 8.2.10 the Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a substantial part of its business; and
- 8.2.11 any event occurs (or circumstances exist) which, in the reasonable opinion of the Lender, has or is likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, the Share Purchase Agreement or this Debenture.

- 8.3 After the Security constituted by this Debenture has become enforceable, the Lender may, in his absolute discretion, enforce all or any part of that Security at the times, in the manner and on the terms he thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

9. ENFORCEMENT OF SECURITY

- 9.1 The power of sale and other power conferred by r section 101 of the LPA 1925 as varied or extended by this Debenture shall be immediately exercisable at any time

after the Security constituted by this Debenture has become enforceable under clause 8.1.

- 9.2 Section 103 of the LPA 1925 does not apply to the security constituted by this Debenture.
- 9.3 For the purpose of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this debenture.
- 9.4 Any powers of leasing conferred on the Lender by law are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any restrictions conferred by law (including under section 99 and 100 of the LPA 1925).
- 9.5 At any time after the Lender has demanded payment of the Secured Liabilities or if the Borrower defaults in the performance of its obligations under this Debenture or the Share Purchase Agreement, the Borrower will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Charged Property and for that purpose to enter on any premises where Charged Property is situated (or where the Lender or a Receiver reasonably believes Charged Property to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry.

10. Protection of third parties

- 10.1 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned to enquire:
 - 10.1.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
 - 10.1.2 whether any power the Lender or a Receiver is purporting to exercise has become exercisable or is properly exercisable; or
 - 10.1.3 how any money paid to the Lender or any Receiver is to be applied.

Privileges

- 10.2 Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers duly appointed under any law (including the LPA 1925).

No liability as mortgagee in possession

- 10.3 Neither the Lender nor any Receiver will be liable, by reason of entering into possession of Charged Property to account as mortgagee in possession or for any loss on realisation, or for any default or omission for which a mortgagee in possession might be liable.

Conclusive discharge to purchasers

- 10.4 The receipt of the Lender, or any Receiver shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Lender, and every Receiver may do so for any consideration, in any manner and on any

terms that it or he thinks fit.

11. Receiver

- 11.1 At any time after the Security constituted by this Debenture has become enforceable, the Lender may, subject as provided in clause 10. 1.3, appoint by writing one or more persons as receiver and manager (Receiver) of all or any part of the property charged by this Debenture, upon such terms as to remuneration and otherwise as he shall think fit, and may from time to time in the same manner determine the Receiver's remuneration (which shall not be subject to the limitations contained in the LPA 1925 Section 109(6)) and remove any Receiver so appointed and appoint another in his place.
- 11.2 A Receiver so appointed shall be the agent of the Borrower and the Borrower shall be responsible for such Receiver's acts and defaults and for his remuneration costs charges and expenses to the exclusion of liability on the part of the Lender.
- 11.3 The Lender:
 - 11.3.1 may not appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and
 - 11.3.2 may not appoint an administrative receiver (as defined in Section 29(2) of that Act) at any time while such an appointment is prohibited by Section 72A of that Act.
- 11.4 The power to appoint a Receiver conferred by this Debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925.

Powers and duties of Receiver

- 11.5 A Receiver appointed under clause 11.1 shall be entitled to exercise all powers conferred on a receiver by the Law of Property Act 1925 without the restrictions contained in Section 103 of that Act and by way of addition to and without limiting those powers such Receiver shall have the following powers (limited, in the case of a receiver appointed over part only of the Charged Property, to dealings with or in relation to the assets over which he is appointed):
 - 11.5.1 to take possession of and get in the property charged by this Debenture;
 - 11.5.2 to carry on or concur in carrying on the business of the Borrower;
 - 11.5.3 to sell or concur in selling any of the property charged by this Debenture or otherwise deal with such property on such terms in the interests of the Lenders as he shall think fit, including without limitation power to sell any such property released from the charges created by this Debenture;
 - 11.5.4 to make any arrangement or compromise which he shall think expedient in the interests of the Lenders;
 - 11.5.5 to make and effect all such repairs, improvements and insurances as he shall think fit and renew such of the plant, machinery and any other effects of the Borrower as shall be worn out, lost or otherwise become unserviceable;

- 11.5.6 to appoint managers, accountants, servants, workmen and agents for the purposes referred to in this clause upon such terms as to remuneration or otherwise as the Receiver may determine;
- 11.5.7 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers referred to in this clause and which the Receiver may or can lawfully do as agent for the Borrower.

Application of proceeds of receivership

- 11.6 All amounts realised by the Receiver after this Security has become enforceable shall (subject to any prior ranking claims) be applied by him as follows:
 - 11.6.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender or any Receiver in connection with this Debenture, and of all remuneration due to any Receiver under or in connection with this Debenture;
 - 11.6.2 in or towards payment to the Lenders of all arrears of interest unpaid in respect of the debentures of the Series;
 - 11.6.3 in or towards payment to the Lender of the Secured Liabilities; and
 - 11.6.4 any surplus shall be paid to the Borrower or other person entitled.

Costs and Indemnity

11.7 Costs

- 11.7.1 The Borrower shall, within five Business Days of demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender or any Receiver in connection with:
 - 11.7.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or a Receiver's rights under this Debenture; or
 - 11.7.3 taking proceedings for, or recovering, any of the Secured Liabilities,
 - 11.7.4 together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate of 4% above the Bank of England's base rate from time to time.

11.8 Indemnity

- 11.8.1 The Borrower shall indemnify the Lender and each Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- 11.8.2 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Debenture or by law in respect of the Charged Property;
- 11.8.3 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the Security constituted by this Debenture; or
- 11.8.4 any default or delay by the Borrower in performing any of its obligations under this Debenture.

Any past or present employee or agent may enforce the terms of this clause 11 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12. Further Assurance

- 12.1 The Borrower shall, at its own expense, take whatever action the Lender or a Receiver may reasonably require for:
 - 12.1.1 creating, perfecting or protecting the security intended to be created by or pursuant to this Debenture;
 - 12.1.2 facilitating the realisation of any Charged Property;
 - 12.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of the Charged Property,

including, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to the Lender or to its nominee) and the giving of any notice or direction and the making of any registration.

13. Power of Attorney

- 13.1 By way of security, the Borrower irrevocably appoints the Lender and every Receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:
 - 13.2 the Borrower is required to execute and do under this Debenture; or
 - 13.3 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Debenture or by law on the Lender or any Receiver.

The Borrower 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. Release

Following the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Property from the Security constituted by this Debenture.

[The Lender shall be satisfied that all the Secured Liabilities have been discharged in full if:

(a) the Deferred Consideration has been paid in full less any amounts set-off against the Deferred Consideration pursuant to clause 5.8 of the Share Purchase Agreement; and/or

(b) payments of £180,000 (one hundred and eighty thousand pounds) have been made to the Seller under clause 5.9.1 of the Share Purchase Agreement or HMRC have confirmed in writing that their enquiry in relation to the company's Tax Strategies, as defined in the Sale Purchase Agreement, has been closed.][Adam to confirm wording]

15. Cumulative and Continuing Security

15.1 This Debenture is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness.

15.2 The security constituted by this Debenture is in addition to and is not in any way prejudiced by any rights whatsoever which the Lender may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security.

16. Payments and Withholding Taxes

The Borrower shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Borrower and Lender, except to the extent that the Borrower is required by law to deduct or withhold any amounts payable under this Debenture, in which case it shall pay to the Lender an additional amount sufficient to ensure that the net amount received by the Lender after the required deduction or withholding be equal to the amount that the Lender would have received had no deduction or withholding been made.

17. Assignment

Neither the Lender nor the Borrower may assign, transfer, novate or dispose of any of its rights and obligations under this Debenture without the written consent of the other, such consent not to be unreasonably withheld.

18. Waiver

No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

19. Severability

Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

20. Counterparts

This Debenture may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Debenture.

21. **Communications and Notices**

21.1 All communications, demands and notices between the parties under or in connection with this Debenture shall be in writing and delivered by hand or sent by pre-paid first class post:

21.1.1 (in the case of communications to the Lender) to his address set out above or such changed address as shall be notified to the Borrower by the Lender; or

21.1.2 (in the case of the communications to the Borrower) to its registered office or such other address as shall be notified to the Lender by the Borrower.

21.2 Communications shall be deemed to have been received:

21.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

21.2.2 if delivered by hand, on the day of delivery.

21.3 Communications addressed to the Borrower shall be marked for the attention of Raymond Farrow.

22. **Governing Law and Jurisdiction**

This Debenture (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the law of England and Wales, and both parties agree to submit irrevocably to the exclusive jurisdiction of the English and Welsh courts.

IN WITNESS WHEREOF this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed and delivered as a Deed by
TDS SHARECO LIMITED by **RAYMOND FARROW** in the presence of the witness attesting below:

.....
Raymond Farrow

Witness signature

Witness name

Witness address

Witness occupation

Executed and delivered as a Deed by
NICK MORGAN in the presence of the witness attesting below:


.....
Nick Morgan

Witness signature

Witness name

Witness address

Charlotte Winton
LANYON BOWDLER SOLICITORS

CHAPTER HOUSE NORTH

ABBEY FOREGATE

SHREWSBURY SY2 5DE

Witness occupation *Solicitor*

pre-paid first class post:

21.1.1 (in the case of communications to the Lender) to his address set out above or such changed address as shall be notified to the Borrower by the Lender; or

21.1.2 (in the case of the communications to the Borrower) to its registered office or such other address as shall be notified to the Lender by the Borrower.

21.2 Communications shall be deemed to have been received:

21.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or

21.2.2 if delivered by hand, on the day of delivery.

21.3 Communications addressed to the Borrower shall be marked for the attention of Raymond Farrow.

22. Governing Law and Jurisdiction

This Debenture (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the law of England and Wales, and both parties agree to submit irrevocably to the exclusive jurisdiction of the English and Welsh courts.

IN WITNESS WHEREOF this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

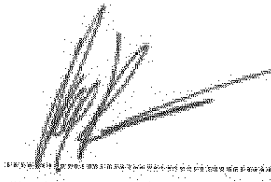
Executed and delivered as a Deed by
TDS SHARECO LIMITED by RAYMOND
FARROW in the presence of the witness
attesting below:

Witness signature

Witness name

Witness address

Witness occupation


Raymond Farrow
Caroline Kemsley-Pain
Kemsley & Company
Harborough Innovation Centre
Airfield Business Park
Leicester Road
Market Harborough
Leicestershire, LE16 7WB
Solicitor

Executed and delivered as a Deed by
NICK MORGAN in the presence of the
witness attesting below:

Witness signature

Witness name

Witness address

Witness occupation


Nick Morgan

