

SCHEDULE 25

This is Schedule 25 comprising Existing Service Contracts referred to in the Project Agreement for the PRIME Project

BETWEEN

The Secretary of State for Work and Pensions

- and -

The First Secretary of State

- and -

Trillium (PRIME) Limited

- and -

Trillium (PRIME) Property GP Limited

**Dated 27 March 1998
as Expanded and Restated on 15 December 2003**

Part 1

Former DSS Existing Service Contracts to be novated or assigned

FORMER DSS EXISTING SERVICE CONTRACTS TO BE ASSIGNED/NOVATED TO THE PRIME CONTRACTOR

CONTRACT CURRENTLY MANAGED BY:	AREA	CONTRACT No.	SERVICE PROVIDER	SCOPE	EXPIRY DATE
AD2	Cheviot Ho Luton only	DWP/010/00466C	Ideal Cleaning	Cleaning	12/05/99
AD4	Various sites - AD4	453441/3491	Alchemy Cleaning	Cleaning	31/07/98
AD4	Various sites - AD4	453352/3295	Alchemy Cleaning	Cleaning	05/06/98
AD4	Various Sites - AD4	010/00375	Care Services Ltd	Cleaning	22/05/98
BA Estates	WALES	Pship/SFM(b)	R L Martindales	Mechanical, electrical and catering maintenance (Wales)	31/08/98
BA Estates	WALES	1326/003/002	Pickering Lifts	Lift Maintenance (Wales)	31/08/98
BA Quarry House	BA Quarry House	BACS/FM/001	Acumen	Facilities management (management of term contracts)	30/06/99
BA Quarry House	BA Quarry House	C/TFM95/1025	MJN FM	Reception, Porterage, Room Booking	25/09/98
CSA	Dudley CSAC	CSA/01-002-96	PROCORD	Mechanical and electrical	31/03/99
CSA	Falkirk CSAC	CSA/003/001/96	Primary Management	Facilities Management	29/03/99
CSA	Falkirk CSAC	CSA/003/004/96	Primary Management	Cleaning	29/03/99

CONTRACT CURRENTLY MANAGED BY:	AREA	CONTRACT No.	SERVICE PROVIDER	SCOPE	EXPIRY DATE
CSA	Dudley CSAC	100496	PROCORD	Cleaning	31/03/99
CSA	Dudley CSAC	6	PROCORD	Facilities management	31/03/99
CSA	Falkirk CSAC	CSA/003/002/96	Primary Management	M&E Services/Building Maintenance	29/03/99
CSA	Birkenhead CSAC	1093-003-001	HADEN	Facilities Management, M+E	31/03/98
CSA	Falkirk CSAC	CSA/003/005/96	Centuryan	Security	29/03/99
CSA	Plymouth CSAC	CSA/004/001/97	Primary Management	BM, Cleaning, Messengers, Mech & Elec.	31/01/01
CSA	Plymouth CSAC	CSA/004/006/97	Gardner Merchant	Catering	30/03/00
CSA	Plymouth CSAC	CSA/004/005/97	Sigma	Security	30/03/00
CSB	BERKSHIRE/HAMPSHIRE	DWP/010/00748	ARAMARK PLC	Cleaning	22/10/99
CSB	TYNE TEES	DWP/010/00804	RCO SERVICES	Cleaning	29/09/99
CSB	OXFORD	DWP/010/00466	CLEARY IND	Cleaning	12/05/99
CSB	SCOTLAND-EAST	DWP/010/00758 (E)	OLSCOT	Cleaning	30/04/99
CSB	ITS WHITTINGTON HOUSE LDN	DWP/010/00706	VICTORIA MEDICAL	Cleaning	01/10/98
CSB	AD10	DWP/010/00395B	INITIAL	Cleaning	30/11/98
CSB	LEEDS	DWP/010/00779	CONSULTANT CLEANERS	Cleaning	19/03/99

CONTRACT CURRENTLY MANAGED BY:	AREA	CONTRACT No.	SERVICE PROVIDER	SCOPE	EXPIRY DATE
CSB	DBD/NEWCASTLE	DWP/010/00867	OCS	Cleaning	23/09/99
CSB	MANCHESTER	DWP/010/00680	CARE CONTRACT	Cleaning	01/07/98
CSB	IND TRIB SERVICE	DWP/010/00781	NFS LTD	Cleaning	31/03/99
CSB	SCOTLAND - WEST	DWP/010/00758 (W)	OLSCOT	Cleaning	30/04/99
CSB	ANGLIA (WEST)	DWP/010/00805-1	VICTORIA	Cleaning	05/01/00
CSB	BEDFORD/BUCKINGHAMSHIRE	DWP/010/00466A	OCS	Cleaning	12/05/99
CSB	EAST LONDON/ESSEX	DWP/010/00768	VICTORIA MEDICAL	Cleaning	28/06/99
CSB	HOUNSLOW & KINGSTON	DWP/010/00770	ARAMARK PLC	Cleaning	31/03/99
CSB	EASTBOURNE/HASTINGS	DWP/010/00465B	OCS	Cleaning	01/10/99
CSB	EAST MIDLANDS	DWP/010/00780	We are Cleaning GB Ltd	Cleaning	31/05/99
CSB	Birmingham (6 premises)/ Coventry Gosford St/ West Bromwich/Worcester	DWP/010/00822	Eurest	Catering	27/10/99
CSB	Leicester Wellington St	DWP/010/00511	Catering Partnership	Catering	16/07/98

CONTRACT CURRENTLY MANAGED BY:	AREA	CONTRACT No.	SERVICE PROVIDER	SCOPE	EXPIRY DATE
CSB	Cambridge/Leicester Yeoman St/ Loughborough/ Peterborough/ Wellingborough	DWP/010/00690	Gardner Merchant	Catering	04/08/99
CSB	Paisley	DWP/010/00695	Quadrant	Catering	31/07/98
CSB	WEST SUSSEX	DWP/010/00689a	COLVIN	Cleaning	31/10/99
CSB	Hinchley Wood/London Balham/London Streatham/Sutton DBC/Hounslow	DWP/010/00815	Eurest	Catering	01/09/99
CSB	CANONS PK/HINCHLEY WOOD	DWP/010/00883	VICTORIA	Cleaning	06/04/00
CSB	WREXHAM/NORTH WALES	DWP/010/00881	SHERWOOD	Cleaning	19/01/99
CSB	TYNE TEES	DWP/010/00804	NEW LIFE	Cleaning	29/09/99
CSB	ANGLIA (EAST)	DWP/010/00805-2	OCS	Cleaning	05/01/00
CSB	Vinovium House/Saddler Street/ Bishop Auckland	DWP/010/00452	Shaw Catering (prev' Ramside Catering	Catering	20/06/98
CSB	ITS (LEEDS/ WAKEFIELD/ DONCASTER/ BARNESLEY)	DWP/010/01027	CONSULTACLEAN	Cleaning	06/04/00
CSB	PAISLEY	DWP/010/00696	OLSCOT	Cleaning	19/06/98
CSB	SOUTH LONDON	DWP/010/00689 b	VICTORIA	Cleaning	31/10/99
CSB	N & W YORKSHIRE	DWP/010/00655	CONSULTACLEAN	Cleaning	02/01/00

CONTRACT CURRENTLY MANAGED BY:	AREA	CONTRACT No.	SERVICE PROVIDER	SCOPE	EXPIRY DATE
CSB	LAWNSWOOD DBC	DWP/010/00654	CARE	Cleaning	04/06/98
CSB	Euston, Neasden and Wembley Areas of London	DWP/010/01049	Permaclean Environmental Service	Cleaning, Grounds Maintenance and associated services	07/08/00
CSB	Bristol DBC Flowers Hill	N/K	Bristol Office Cleaning Specialists	Cleaning	30/04/98
CSB	West Midlands	DWP/010/00875	Sherwood	Cleaning	09/02/00
DWP HQ	London HQ Estate	FMC-002	INTEGRAL	M & E	31/03/99
DWP HQ	London HQ Estate	FMC-001	LANCASTERS	Office	30/09/98
DWP HQ	Adelphi	FM/ITT/1/1993	TFM	Facilities Management	31/12/98
IRS	Independent Review Service, 4th floor, Centre City Podium, Birmingham	RPO/SA	London & Midland Office Cleaners	Cleaning	13/08/98
ITS	Strand House, Leonard Street, Hull	98101	Independent Cleaning Services Ltd	Cleaning	31/03/99
ITSA	Lytham St Annes/Peel Park/ Westgate House	629/P00/150/20220	Chubb	Security	30/11/98
ITSA	ITSA premises in Lytham St Annes and Blackpool area	629/P00/150/20170	MITIE	Cleaning	27/04/00
ITSA	South East region	629/P00/150/4020	W S Atkins	Building Management	31/03/99

CONTRACT CURRENTLY MANAGED BY:	AREA	CONTRACT No.	SERVICE PROVIDER	SCOPE	EXPIRY DATE
ITSA	North-West	DITA/150/1770/NW	W S Atkins	Building Management	31/03/99
AD1 South (NE)	S1 Anglia	AOS/03/01/02	Group 4	Postal, security, consumables, messengerial	31/12/98
AD1 South (NE)	S5 London & Essex	AOS/03/05/01	Serco	BM (inc Maint./Elec/Heating/Lifts/ Grounds/redec), security, post, stationery, messenger, repro, typing, porter, fleet, waste, cleaning, switchboard	31/12/98
AD2 South (NW)	S2 Chilterns	AOS/03/02/01	BET	Postal, messengerial, security, switchboard, typing, repro, BM (inc Maint/Cleaning), reception & stewarding, stationery, portorage, waste, fleet	31/12/98
AD3 South (SE)	S3 London & West Sussex	AOS/03/03/03	Johnson Controls	BM (inc Energy/Waste), Fleet Management	31/12/98
AD3 South (SE)	S7 Wessex	AOS/03/07/03	BET	Building management, fleet management, cleaning, energy, maintenance	31/12/98
AD4 South (SW)	S4 West Country	AOS/03/04/01	Haden	BM, post, distribution, repro, security, typing, switchboard, stationery, cleaning, maintenance	30/09/98
AD5 E Midlands	WC1 E Midlands	AOS/02/01/03	Mowlem	BM (inc maintenance/energy), cleaning, Fleet Management	31/12/98

CONTRACT CURRENTLY MANAGED BY:	AREA	CONTRACT No.	SERVICE PROVIDER	SCOPE	EXPIRY DATE
AD6 W Midlands	WC2 SW Midlands	AOS/02/02/02	Johnson Controls	BM, fleet, cleaning, post, messenger, typing, telephony, security, porter, waste	31/12/98
AD6 W Midlands	WC2 SW Midlands	AOS/02/02/04	Rentokil Initial	BM, fleet, cleaning, post, messenger, typing, telephony, security, portorage, waste	31/12/98
AD6 W Midlands	WC3 W Mercia	AOS/02/03/01	Group 4	Security, messengerial, customer stewarding, post opening	31/12/98
AD6 W Midlands	WC3 W Mercia	AOS/02/03/03	Turner & Townsend	BM inc fleet/waste/maintenance/cleaning	31/12/98
AD6 W Midlands	Midlands DBC	DBC - AOS/02/02/03	Rentokil Initial	BM, post, messenger, distribution, typing, security, portorage, waste, misc, maintenance	31/12/98
AD8 NW Coast	WC5 Merseyside	AOS/02/05/02	Johnson Controls	BM inc fleet/energy/maintenance/cleaning, typing, switchboard	31/12/98
AD9 Gtr Manchester	WC6 Greater Manchester	AOS/02/06/03	Turner & Townsend	BM, inc maintenance/energy, Fleet Management	31/12/98
AD9 Gtr Manchester	WC7 Lancs & Cumbria	AOS/02/07/01	Rentokil Initial	BM, messengerial, post, security, stationery, telephony, typing, cleaning, maintenance	31/12/98

CONTRACT CURRENTLY MANAGED BY:	AREA	CONTRACT No.	SERVICE PROVIDER	SCOPE	EXPIRY DATE
AD10 Yorkshire	SN2 Yorks & Humb	AOS/01/02/01	Rentokil	BM, switchboard, stationery, porter, waste, fleet, post, security, typing, repro, cleaning, misc servs, maintenance, energy	31/12/98

the PRIME Contractor were named in the Existing Service Contract as a party in place of DWP.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each of the parties represents and warrants to each other, as regards itself, that it has taken all corporate action necessary to authorise the execution and performance of this Novation Agreement and the said execution and performance will not cause it to be in breach of any agreement to which it is a party, or any applicable law or regulations and this Novation Agreement and the Existing Service Contract constitute valid and enforceable obligations of it.

3.2 Each of DWP and the Existing Service Provider represents and warrants to the PRIME Contractor that, subject to this Novation Agreement and except as disclosed to the PRIME Contractor, no amendment or variation has been made to the terms and conditions of the Existing Service Contract.

4. FURTHER ASSURANCE

Each of the parties shall perform, execute and deliver such further acts and documents as may be required by law or reasonably requested by each other to implement the purposes of and to perfect this Novation Agreement.

5. ENTIRE AGREEMENT

This Novation Agreement and the Existing Service Contract constitute the entire agreement between the PRIME Contractor and the Existing Service Provider in relation to the services to be delivered by the Existing Service Provider pursuant to the Existing Service Contract, and supersedes all previous proposals, agreements and other written and oral communications in relation thereto. No amendment or modification to this Novation Agreement will be effective or binding unless it is in writing signed by the parties and refers to this Novation Agreement.

6. SEVERABILITY

If at any time any one or more of the provisions of this Novation Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Novation Agreement shall not in any way be affected or impaired thereby.

7. NOTICES

All notices, requests, demands, consents or other communications to or upon any party under this Novation Agreement shall be in writing addressed to the other parties and shall be served by sending the same by prepaid first class post, facsimile or leaving the same,

EXECUTED as a deed by [the)
affixing of the Common Seal of])
the PRIME Contractor)
in the presence of:

Director

Director/Secretary

[For an individual/Partnership])
SIGNED as a deed)
by the said [])
in the presence of:)

.....
Witness's name and signature

.....
Witness's address

EXECUTED as a deed by [the)
affixing of the Common Seal of])
the Existing Service Provider)
in the presence of:)

Director

Director/Secretary

Part 3

Form of Assignment

THIS DEED OF ASSIGNMENT is made on

2004

BETWEEN:

- (1) **The Secretary of State for Work and Pensions** (the "**DWP**") of []; and
- (2) **Trillium (PRIME) Limited** a company registered and incorporated in accordance with the laws of England and Wales registered under number 3424587 and having its registered office at London Wall, London EC2Y 5DN ("**the PRIME Contractor**").

WHEREAS:

- (A) This Deed of Assignment is supplemental to a Project Agreement dated [] made between DWP (1) the First Secretary of State (SS1) (2), the PRIME Contractor (3) and Trillium (Prime) Property GP Limited (the "**Project Agreement**").
- (B) Pursuant to the Project Agreement, DWP wishes to assign to the PRIME Contractor an Existing Service Contract dated [] made between DWP (1) and [] (2) (the "**Existing Service Contract**").

IT IS AGREED:

1. ASSIGNMENT

In consideration of the performance of the provisions of the Project Agreement, DWP hereby assigns to the PRIME Contractor the Existing Service Contract and all right, title, benefit, advantage, claim and demand whatsoever relating to the Existing Service Contract to which DWP is thereby or otherwise in any manner entitled TO HOLD the same to the PRIME Contractor absolutely.

2. COVENANTS BY THE PRIME CONTRACTOR

The PRIME Contractor covenants with DWP that the PRIME Contractor will duly discharge and perform all the liabilities, obligations and stipulations on the part of DWP to be discharged or performed under or by virtue of the Existing Service Contract and that the PRIME Contractor will keep DWP indemnified against all actions, proceedings, claims, demands, costs, damages, penalties and expenses under or in respect of the Existing Service Contract.

3. REPRESENTATIONS AND WARRANTIES

DWP represents and warrants to the PRIME Contractor that, subject to this Deed of Assignment and except as disclosed to the PRIME Contractor, no amendment or variation has been made to the terms and conditions of the Existing Service Contract.

4. NOTICES

All notices, requests, demands, consents or other communications to or upon either party under this Assignment shall be in writing addressed to the other party and shall be served by sending the same by prepaid first class post, facsimile or leaving the same at the address specified above (or at such other address as one party may specify to the other) and shall be deemed to have been delivered:

- (a) in the case of a communication by letter sent by prepaid first class post, on the fifth Business Day after posting;
- (b) in the case of a communication given by facsimile when there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:
 - (i) within two hours after sending, if sent on a Business Day between the hours of 9.00 am and 4.00 pm; or
 - (ii) by 11.00 am on the next following Business Day, if sent after 4.00 pm on a Business Day but before 9.00 am on that next following Business Day,

and for the purposes of this Deed of Assignment, a Business Day shall mean a day other than a Saturday, Sunday or bank holiday in England.

5. COUNTERPARTS

This Deed of Assignment may be signed in counterparts, and by each party on a separate counterpart, each of which shall be an original, but so that all counterparts together shall constitute one and the same instrument.

6. GOVERNING LAW

This Deed of Assignment shall be governed by and construed in accordance with the laws of England.

7. THIRD PARTIES

No person may enforce this Novation Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

AS WITNESS this Deed of Assignment has been executed as a deed by the parties the day and year first before mentioned.

EXECUTED as a deed by [the)
affixing of the Common Seal of])
DWP in the presence of:)

Director

Director/Secretary

EXECUTED as a deed by [the)
affixing of the Common Seal of])
the PRIME Contractor)
in the presence of:

Director

Director/Secretary

[

Part 4

Not Used.

Part 5

Form of Novation

THIS DEED OF NOVATION AGREEMENT is made on

2004

BETWEEN:

- (1) **The Secretary of State for Work and Pensions** (the "**DWP**") of [];
- (2) **Trillium (PRIME) Limited** a company registered and incorporated in accordance with the laws of England and Wales registered under number 3424587 and having its registered office at 140 London Wall, London EC2Y 5DN (the "**PRIME Contractor**"); and
- (3) [] whose registered office is at [] (the "**Equipment Lessor**").

WHEREAS:

- (A) This Novation Agreement is supplemental both to an agreement dated [] and made between DWP (1) and the Equipment Lessor (2) (the "**Equipment Lease**") and to a Project Agreement dated [] made between DWP (1), the First Secretary of State (SS1) (2), the PRIME Contractor (3) and Trillium (Prime) Property GP Limited (4) which provides (inter alia) for the transfer of the Equipment Lease to the PRIME Contractor.
- (B) DWP wishes to be released and discharged from the Equipment Lease and the Equipment Lessor has agreed to release and discharge DWP upon the terms of the PRIME Contractor's undertaking to perform the Equipment Lease and to be bound by the terms of the Equipment Lease in place of DWP.

IT IS AGREED:

1. PRIME CONTRACTOR 'S UNDERTAKING

The PRIME Contractor undertakes to perform the Equipment Lease and to be bound by the terms of the Equipment Lease in every way as if the PRIME Contractor were a party to the Equipment Lease in lieu of DWP.

2. RELEASE OF DWP

The Equipment Lessor releases and discharges DWP from all claims and demands whatever in respect of the Equipment Lease and accepts the liability of the PRIME Contractor under the Equipment Lease in lieu of the liability of DWP and agrees to be bound by the terms of the Equipment Lease in every way as if the PRIME Contractor were named in the Equipment Lease as a party in place of DWP.

3. REPRESENTATIONS AND WARRANTIES

3.1 Each of the parties represents and warrants to each other, as regards itself, that it has taken all corporate action necessary to authorise the execution and performance of this Novation Agreement and the said execution and performance will not cause it to be in breach of any agreement to which it is a party, or any applicable law or regulations and this Novation Agreement and the Equipment Lease constitute valid and enforceable obligations of it.

3.2 Each of DWP and the Equipment Lessor represents and warrants to the PRIME Contractor that, subject to this Novation Agreement and except as disclosed to the PRIME Contractor, no amendment or variation has been made to the terms and conditions of the Equipment Lease.

4. FURTHER ASSURANCE

Each of the parties shall perform, execute and deliver such further acts and documents as may be required by law or reasonably requested by each other to implement the purposes of and to perfect this Novation Agreement.

5. ENTIRE AGREEMENT

This Novation Agreement and the Equipment Lease constitute the entire agreement between the PRIME Contractor and the Equipment Lessor in relation to the services to be delivered by the Equipment Lessor pursuant to the Service Contract, and supersedes all previous proposals, agreements and other written and oral communications in relation thereto. No amendment or modification to this Novation Agreement will be effective or binding unless it is in writing signed by the parties and refers to this Novation Agreement.

6. SEVERABILITY

If at any time any one or more of the provisions of this Novation Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Novation Agreement shall not in any way be affected or impaired thereby.

7. NOTICES

All notices, requests, demands, consents or other communications to or upon any party under this Novation Agreement shall be in writing addressed to the other parties and shall be served by sending the same by prepaid first class post, facsimile or leaving the same, at the address specified above (or at such other address as one party may specify to the others) and shall be deemed to have been delivered:

- (a) in the case of a communication by letter sent by prepaid first class post, on the fifth Business Day after posting;

(b) in the case of a communication given by facsimile when there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the sender (to be confirmed in writing) that the facsimile has not been received in legible form:

- (i) within two hours after sending, if sent on a Business Day between the hours of 9.00 am and 4.00 pm; or
- (ii) by 11.00 am on the next following Business Day, if sent after 4.00 pm on a Business Day but before 9.00 am on that next following Business Day,

and for the purposes of this Novation Agreement, a Business Day shall mean a day other than a Saturday, Sunday or bank holiday in England.

8. COUNTERPARTS

This Novation Agreement may be signed in counterparts, and by each party on a separate counterpart, each of which shall be an original, but so that all counterparts together shall constitute one and the same instrument.

9. GOVERNING LAW

This Novation Agreement shall be governed by and construed in accordance with the laws of England.

10. THIRD PARTIES

No person may enforce this Novation Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

AS WITNESS this Deed of Novation Agreement has been executed by the parties the day and year first above mentioned.

EXECUTED as a deed by [the)
affixing of the Common Seal of])
DWP in the presence of:)

Director

Director/Secretary

EXECUTED as a deed by [the)
affixing of the Common Seal of])
the PRIME Contractor)
in the presence of:

Director

Director/Secretary

[For an individual/Partnership])
SIGNED as a deed)
by the said [])
in the presence of:)

.....
Witness's name and signature

.....
Witness's address

EXECUTED as a deed by [the)
affixing of the Common Seal of])
the Equipment Lessor)
in the presence of:)

Director

Director/Secretary

Part 6

Form of Assignment

THIS DEED OF ASSIGNMENT is made on

2004

BETWEEN:

- (1) **The Secretary of State for Work and Pensions** (the "**DWP**") of []; and
- (2) **Trillium (PRIME) Limited** a company registered and incorporated in accordance with the laws of England and Wales registered under number 3424587 and having its registered office at London Wall, London EC2Y 5DN ("**the PRIME Contractor**").

WHEREAS:

- (A) This Deed of Assignment is supplemental to a Project Agreement dated [] made between DWP (1) the First Secretary of State (SS1) (2), the PRIME Contractor (3) and Trillium (Prime) Property GP Limited (the "**Project Agreement**").
- (B) Pursuant to the Project Agreement, DWP wishes to assign to the PRIME Contractor an Equipment Lease dated [] made between DWP (1) and [] (2) (the "**Equipment Lessor**").

IT IS AGREED:

11. ASSIGNMENT

In consideration of the performance of the provisions of the Project Agreement, DWP hereby assigns to the PRIME Contractor the Equipment Lease and all right, title, benefit, advantage, claim and demand whatsoever relating to the Equipment Lease to which DWP is thereby or otherwise in any manner entitled TO HOLD the same to the PRIME Contractor absolutely.

12. COVENANTS BY THE PRIME CONTRACTOR

The PRIME Contractor covenants with DWP that the PRIME Contractor will duly discharge and perform all the liabilities, obligations and stipulations on the part of DWP to be discharged or performed under or by virtue of the Equipment Lease and that the PRIME Contractor will keep DWP indemnified against all actions, proceedings, claims, demands, costs, damages, penalties and expenses under or in respect of the Equipment Lease.

13. REPRESENTATIONS AND WARRANTIES

DWP represents and warrants to the PRIME Contractor that, subject to this Deed of Assignment and except as disclosed to the PRIME Contractor, no amendment or variation has been made to the terms and conditions of the Equipment Lease.

14. NOTICES

All notices, requests, demands, consents or other communications to or upon either party under this Assignment shall be in writing addressed to the other party and shall be served by sending the same by prepaid first class post, facsimile or leaving the same at the address specified above (or at such other address as one party may specify to the other) and shall be deemed to have been delivered:

- (a) in the case of a communication by letter sent by prepaid first class post, on the fifth Business Day after posting;
- (b) in the case of a communication given by facsimile when there is confirmation of uninterrupted transmission by a transmission report and where there has been no telephonic communication by the recipient to the senders (to be confirmed in writing) that the facsimile has not been received in legible form:
 - (i) within two hours after sending, if sent on a Business Day between the hours of 9.00 am and 4.00 pm; or
 - (ii) by 11.00 am on the next following Business Day, if sent after 4.00 pm on a Business Day but before 9.00 am on that next following Business Day,

and for the purposes of this Deed of Assignment, a Business Day shall mean a day other than a Saturday, Sunday or bank holiday in England.

15. COUNTERPARTS

This Deed of Assignment may be signed in counterparts, and by each party on a separate counterpart, each of which shall be an original, but so that all counterparts together shall constitute one and the same instrument.

16. GOVERNING LAW

This Deed of Assignment shall be governed by and construed in accordance with the laws of England.

17. THIRD PARTIES

No person may enforce this Novation Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

As WITNESS this Deed of Assignment has been executed as a deed by the parties the day and year first before mentioned.

EXECUTED as a deed by [the)
affixing of the Common Seal of])
DWP in the presence of:)

Director

Director/Secretary

EXECUTED as a deed by [the)
affixing of the Common Seal of])
the PRIME Contractor)
in the presence of:

Director

Director/Secretary