

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

NW
001526
£10

395

Please do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf—Note 5)

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

insert full name
of company

* * BENSON ENVIRONMENTAL LIMITED

Date of creation of the charge

* 6TH DECEMBER 1999

Description of the instrument (if any) creating or evidencing the charge (note 2)

ALL ASSETS DEBENTURE

Amount secured by the charge

All the monies which now or at any time in the future may be owing due and/or payable (but remaining unpaid) by the Company to the Security Holder in any manner and for any reason on any account (the "Secured Monies"); Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of Debts (as defined in the All Assets Debenture) or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof; Secured Monies also means any of the following items, whether now or in the future:

Names and addresses of the chargees or persons entitled to the charge

LOMBARD NATWEST DISCOUNTING LIMITED
SMITH HOUSE, ELMWOOD AVENUE, FELTHAM
MIDDLESEX

Postcode

TW13 7QD

Presentor's name address and
reference (if any):

Lombard Natwest
Alexandra House
Lawnswood Park
Redvers Close
Leeds LS16 6AY

Time critical reference

For Official Use
Mortgage Section

Post Room



A25
COMPANIES HOUSE

0504
08/12/99

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block lettering

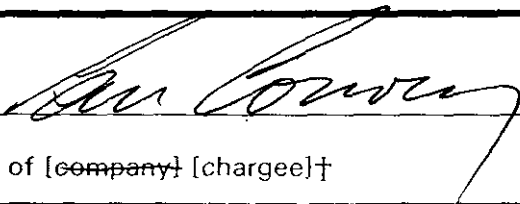
- (a) a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H.M. Land Registry (details of which are set out in the Third Schedule to the All Assets Debenture)

(see continuation sheets 1 and 2)

Particulars as to commission allowance or discount (note 3)

NONE

Signed



Date

6.12.99.

On behalf of [company] [chargee]†

† delete as
appropriate

Notes

The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.

A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;

- (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
- for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

e do not
in this
ing margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

e complete
y, preferably
ck type, or
block lettering

Company number

*
00759625

Name of company

* BENSON ENVIRONMENTAL LIMITED.
Limited*

se if
ropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

- all monies due or payable under the Financing Agreement (as defined in the All Assets Debenture) or by virtue of any guarantee or indemnity given by the Company to the Security Holder
- all costs charges and expenses incurred by the Security Holder following default in payment of any such monies or of breach by the Company of any of the provisions of the All Assets Debenture and all stamp and other duties incurred by the Security Holder
- the charges of surveyors and/or solicitors instructed by the Security Holder in connection with any part of the Mortgaged Property (as defined in the All Assets Debenture);
- all costs and charges and expenses which the Security Holder may from time to time incur in:
 - stamping, perfecting, registering or enforcing the All Assets Debenture; or
 - the negotiations for the preparation and execution of the All Assets Debenture or the Financing Agreement or any priority arrangements, waivers or consents; or
 - obtaining payment or discharge of Secured Monies; or
 - paying any rent, rates, taxes or outgoings for the Mortgaged Property; or
 - insuring, repairing, maintaining, managing, realising any part of the Mortgaged Property; or
 - the preservation or exercise of any rights under or connection with the All Assets Debenture or any attempt to do so; or
 - giving a discharge or release of the All Assets Debenture; or
 - dealing with or obtaining advice about any other matter or question arising out of or in connection with the All Assets Debenture;

with the intention that the Security Holder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the All Assets Debenture or of any other security held by the Security Holder for the Secured Monies;

- all monies expended by any attorney appointed pursuant to the All Assets Debenture in exercising his powers;
- interest on all monies due and owing to the Security Holder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

lease do not
rite in this
inding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

lease complete
gibly,preferably
i black type, or
old block lettering

- (vi) any account in the name of the Company under the control of or operated in accordance with the directions of the Security Holder
- (d) a **fixed charge** on all the Company's Non-Vesting Debts and all Remittances received in respect thereof;
- (e) a **floating charge** on such of the moneys present and future which the Company may receive in respect of the Company's Other Debts and which, until any direction from the Security Holder to the contrary, are paid into the bank account of the Company referred to in clause 3.1.7 of the All Assets Debenture and which upon such payment will be released from the fixed charge thereon;
- (f) a **floating charge** on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both present and future not subject to the above charges.

N.B. There are restrictions upon the Company contained in the All Assets Debenture which include but are not limited to:

- a) The Company will not, whilst the All Assets Debenture exists, sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges contained within the All Assets Debenture, except by way of sale at full value in the ordinary course of its business now being carried on;
- b) The Company will not, whilst the All Assets Debenture exists, sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the fixed charge contained within the All Assets Debenture without the prior written consent of the Security Holder.

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 2
to Form No 395 and 410 (Scot)

Please complete
legibly, preferably
in black type, or
bold block lettering

Company number

*00759625

Name of company

* BENSON ENVIRONMENTAL
Limited*

delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

binding margin

Please complete
legibly, preferably
in black type, or
bold block lettering

lease do not
rite in this
inding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

lease complete
gibly, preferably
black type, or
old block lettering

(b) a **fixed charge** on all of the following assets, whether now or in the future belonging to the Company:

- (i) the freehold and leasehold properties of the Company not effectively mortgaged under clause 2.1.1 of the All Assets Debenture;
- (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage under clause 2.1.1 of the All Assets Debenture;
- (iii) any other freehold and leasehold property which the Company shall own, together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property;
- (iv) all goodwill, unpaid and/or uncalled capital of the Company;
- (v) all the Company's Intellectual Property (as defined in the All Assets Debenture);
- (vi) all the Company's Securities (as defined in the All Assets Debenture);
- (vii) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary (as defined in the All Assets Debenture) of the Company or a member of the Company's Group (as defined in the All Assets Debenture);
- (viii) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986

(c) a **fixed charge** on all of the following assets, whether now or in the future belonging to the Company:

- (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder;
- (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
- (iii) all monies in the bank account specified in clauses 3.1.5(i) and 3.1.6 of the All Assets Debenture including Remittances (as defined in the All Assets Debenture) transferred pursuant to clause 3.1.5(iii) of the All Assets Debenture
- (iv) all Remittances in respect of the Company's Other Debts (as both are defined in the All Assets Debenture) which in accordance with clause 3.1.5(ii) of the All Assets Debenture shall be received by the person or at the address or post office box specified in that sub-clause;
- (v) all other Remittances in respect of Other Debts received by the Company pending their being dealt with in accordance with the terms of the All Assets Debenture or any instructions given in accordance with it;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 00759625

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 6th DECEMBER 1999 AND CREATED BY BENSON ENVIRONMENTAL LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LOMBARD NATWEST DISCOUNTING LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th DECEMBER 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th DECEMBER 1999.

A handwritten signature in black ink, consisting of a large loop followed by several strokes.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E