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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



3526126

Name of company

~~*CLINICAL WASTE SERVICES LIMITED~~ LITTLEBERRY LIMITED to be known as
CLINICAL WASTE SERVICES LIMITED

Date of creation of the charge

24th July 1998

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

DEBENTURE

Amount secured by the mortgage or charge

All monies from time to time owing or payable by the Company to the Lenders in respect of the Loan (meaning the loans made available by the Lenders pursuant to a letter of even date with the Debenture ("the Loan Agreement") together with interest and facility fees as provided in the Loan Agreement), and all other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Lenders and including those arising from the Lenders perfecting or attempting to enforce the Debenture or any other security (and its rights thereunder) held by the Lenders from time to time.

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

C.I. Law Trustees Limited, David St. Clair Morgan and Nicholas St. Clair Morgan, all of Westaway Chambers, 39 Don Street, St. Helier, Jersey, for themselves (as trustees) and as agents for Belgravia Securities Limited and Orbis Trustees Limited

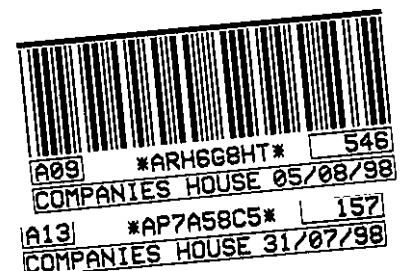
Presentor's name address and
reference (if any):

B P Collins & Co
Collins House, 32-38
Station Road, Gerrards
Cross, Bucks, SL9 8EL

Ref: ARJ/JA

Time critical reference

For official use
Mortgage Section



Short particulars of all the property mortgaged or charged

1. By way of a fixed charge, all estates or interests in any freehold and leasehold property of the Company now and/or in the future vested in the Company, together with all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on that property.
2. By way of fixed charge, all the plant and machinery (save for fixed plant and machinery), vehicles, furniture, computers, office and other equipment of the Company together with any part or parts thereof and all additions, alterations, accessories, replacements and renewals of component parts thereto (for the purpose of this sub-clause "the Mortgaged Chattels") and together with the benefit of any obligations or warranties given by any manufacturer or supplier of the Mortgaged Chattels and all other obligations and warranties given by any other party in respect of the Mortgaged Chattels to or in favour of the Company and the benefit of all maintenance agreements entered into between the Company and any such third party.
3. By way of fixed charge, all the goodwill and uncalled capital for the time being of the Company.
4. By way of fixed charge, all stocks, shares or other securities now and/or in the future belonging to the Company.

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Particulars as to commission allowance or discount (note 3)

Signed

P. C. Palmer

Date

24/7/98.

On behalf of [company] ~~(mortgagee/chargee)~~ †

† delete as
appropriate

NOTES

- 1 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.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 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.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

3526126

Name of Company

~~CLINICAL WASTE SERVICES LIMITED~~ LITTLEBERRY LIMITED to be known as
CLINICAL WASTE SERVICES LIMITED Limited*

* delete if
inappropriate

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

cont...

5. By way of fixed charge, all book debts and other debts now and/or in the future due or owing to the Company together with the benefit of all securities and guarantees now or at any time held by the Company in relation thereto.

6. By way of floating charge, all intellectual property rights, choses in action and claims now and/or in the future belonging to the Company.

7. By way of floating charge, all the Company's present and future undertaking and assets, whatever and wherever, including (without limitation) all other property and assets not subject to a fixed charge under the Debenture.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 3526126

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 24TH JULY 1998 CREATED BY LITTLEBERRY LIMITED NOW KNOWN AS CLINICAL WASTE SERVICES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO C.I. LAW TRUSTEES LIMITED FOR THEMSELVES (AS TRUSTEES) AND AS AGENTS FOR BELGRAVIA SECURITIES LIMITED AND ORBIS TRUSTEES LIMITED ("THE LENDERS") IN RESPECT OF THE LOAN (MEANING THE LOANS MADE AVAILABLE BY THE LENDERS PURSUANT TO A LETTER OF EVEN DATE WITH THE DEBENTURE ("THE LOAN AGREEMENT") TOGETHER WITH INTEREST AND FACILITY FEES AS PROVIDED IN THE LOAN AGREEMENT), AND ALL OTHER COSTS, CHARGES AND LEGAL EXPENSES (ON A FULL INDEMNITY BASIS) CHARGED OR INCURRED BY THE LENDERS AND INCLUDING THOSE ARISING FROM THE LENDERS PERFECTING OR ATTEMPTING TO ENFORCE THE DEBENTURE OR ANY OTHER SECURITY (AND ITS RIGHTS THEREUNDER) HELD BY THE LENDERS FROM TIME TO TIME WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985, ON THE 5TH AUGUST 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF ON THE 7TH AUGUST 1998.

RICHARD NEIL OWENS

for the Registrar of Companies



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