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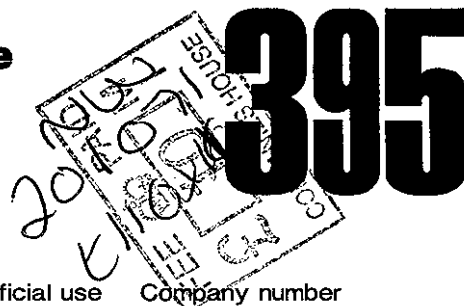
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* insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

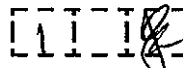
Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

For official use

Company number



3693911

Name of company

* ACCORD LIMITED (the "Company")

Date of creation of the charge

25th June 1999

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

A guarantee and debenture (the "Debenture") dated 25th June 1999 made between the Company and the Security Trustee (as defined below) for the Secured Parties (as defined below).

Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Company to any of the Secured Parties under or pursuant to any of the Financing Documents (including the Debenture) (the "Secured Obligations").

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

National Westminster Bank Plc (the "Security Trustee")

7th Floor, 1 Princes Street

London

Postcode

EC2R 8PB

Presenter's name address and
reference (if any);

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

Ref MDG/169905/BF384758.01

Time critical reference

For official use
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

1. With full title guarantee, as continuing security for the payment of the Secured Obligations, the Company has charged in favour of the Security Trustee (as agent and trustee for the Secured Parties):

(a) by way of fixed charge all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Company and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Company;

(b) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Company both present and future;

(c) by way of fixed charge all book debts and other debts now and from time to time due or owing to the Company and (subject to the provisions of Clause 6.2 of the Debenture) all moneys which the Company receives in respect thereof;

(Continued on Word Doc BF384760)

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Particulars as to commission allowance or discount (note 3)

NIL

Signed Wilde Sapte

Date 2/7/99

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

[†] delete as appropriate

- 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.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 1

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

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

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 2

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

Amount due or owing on the mortgage or charge (continued)

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 3

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

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

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 4

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

Short particulars of all the property mortgaged or charged (continued)

- (d) by way of fixed charge (but subject to the provisions of Clause 6.2 of the Debenture) all balances standing to the credit of any current, deposit or other account of the Company with the Security Trustee or any other Secured Party (including *inter alia* any account designated a realisations account for the proceeds of disposals of any of the assets of the Company) or with other bankers, financial institutions or similar third parties;
- (e) by way of fixed charge all stocks, shares, debentures, bonds, notes and loan capital of:
 - (i) any subsidiary within the meaning of s.736 of the Companies Act 1985; and
 - (ii) any other body corporate;

and all rights to subscribe for, redeem, convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Company, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
- (f) by way of fixed charge the goodwill of the Company and its uncalled capital now or at any time hereafter in existence;
- (g) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, tradenames, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Company and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, tradenames, know-how and inventions; and
- (h) by way of floating charge the whole of the Company's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, assigned or charged to the Security Trustee by way of fixed charge by this sub-Clause and Clause 3.2 below.

2. In addition, the Company, with full title guarantee, (and to the intent that the security so constituted shall be a continuing security in favour of the Security Trustee as agent and trustee for the Secured Parties) has assigned with full title guarantee by way of security all of the Company's rights, title and interest (both present and future) in all and each of the contracts described in the Schedule hereto (the "Assigned Contracts").

3. NOTE: The Company has agreed that without the prior written consent of the Security Trustee it shall not nor shall it agree or purport to:

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 5

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

Short particulars of all the property mortgaged or charged (continued)

- (a) create or permit to subsist any Encumbrance whether in any such case ranking in priority to or *pari passu* with or after the security created by the Debenture other than as permitted under the Credit Agreement; or
 - (b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets except as permitted under the Credit Agreement.
4. NOTE: In relation to the Assigned Contracts the Company has agreed that it shall:
 - (a) not make or consent to any modification, amendment, suspension, cancellation or termination of any Assigned Contract;
 - (b) not make or agree to any claim that any Assigned Contract is frustrated; and
 - (c) not consent or agree to any waiver or release of any obligation of any party (other than of itself).
5. NOTE: The Company has undertaken with the Security Trustee and the other Secured Parties that it will at all times while there shall subsist any security constituted by or pursuant to the Debenture:
 - (a) not without the prior consent in writing of the Security Trustee enter into any onerous or restrictive obligations affecting any such property or make any structural or material alteration thereto or do or suffer to be done on any such property anything which is a "development" as defined in section 55 of the Town and Country Planning Act 1990 nor do or suffer or omit to be done any act, matter or thing whereby any provision of any Act of Parliament or order or regulation from time to time in force affecting any such property is infringed;
 - (b) not without the consent of the Security Trustee vary (save to the extent that such variation is not material), surrender, cancel, assign or otherwise dispose of or permit to be forfeited any leasehold interest forming part of the Charged Property or agree any rent review;
 - (c) not without the prior written consent of the Security Trustee part with possession of the whole or any part of, or confer on any other person any right or licence to occupy, or grant any licence to assign or sub-let any land or buildings forming part of the Charged Property; and

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 6

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

Short particulars of all the property mortgaged or charged (continued)

- (d) not without the prior written consent of the Security Trustee allow any person other than itself to be registered under the Land Registration Act 1925 as proprietor of the Charged Property or any part thereof or create or permit to arise any overriding interest (as specified in section 70(1) of the Land Registration Act 1925) affecting such property and the reasonable costs incurred by the Security Trustee of lodging a caution against registration of the title to such property or a land charge (if unregistered) or any part thereof, shall be an expense properly incurred in relation to this security.

SCHEDULE

THE ASSIGNED CONTRACTS

Warranty Deed dated 25th June 1999 made by Stelio Haralambas Stefanou, Stefanos Stefanou and the Company.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 7

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

Notes

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 8

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

Definitions

"Banks" means NWB and The Royal Bank of Scotland and their respective successors in title or transferees.

"Charged Property" means the property, assets and income of the Company mortgaged, assigned or charged to the Security Trustee (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Debenture and each and every part thereof.

"Council" means the Mayor and Burgesses of the London Borough of Islington.

"Credit Agreement" means the credit agreement dated 25th June 1999 made among Newco (1) the banks listed in Schedule 1 thereof (2) and National Westminster Bank Plc as facility agent (3), security trustee (4) and overdraft bank (5).

"Encumbrance" means any mortgage, charge, assignment by way of security, pledge, hypothecation, lien, right of set-off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by any Group Company.

"Facility Agent" means National Westminster Bank Plc in its capacity as facility agent and each successor Facility Agent appointed under Clause 17.12 of the Credit Agreement.

"Fees Letter" means the letter dated 25th June 1999 from the Facility Agent to Newco relating to certain fees payable to the Facility Agent, the Overdraft Bank and the Security Trustee by Newco in relation to the Credit Agreement, being described on its face as the "Fees Letter".

"Financing Documents" means the Credit Agreement, the Fees Letter, the Interest Rate Protection Agreements and the Security Documents.

"Group" means Newco, Target and each of their respective subsidiaries within the meaning of s.736 of the Companies Act 1985; and **"Group Company"** means any one of them.

"Guarantee and Debenture" means a guarantee and debenture in the agreed form executed or to be executed in favour of the Security Trustee.

"ICSL" means Islington Cleansing Services Limited, a company incorporated under the laws of England and Wales with registered number 3450435.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 9

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

Definitions

"Intercreditor Agreement" means the intercreditor agreement dated 25th June 1999 made between ICSL (1), the Security Trustee (2), the Council (3) and Bank of Ireland (4).

"Interest Rate Protection Agreements" means any agreement entered into or to be entered into between Newco and a bank for the purpose of hedging Newco's interest rate liabilities in relation to all or any part of the term loan facility pursuant to the Credit Agreement.

"JD Maintenance" means John Doyle Maintenance Limited a company incorporated under the laws of England and Wales with registered number 2967532.

"Keyman Insurance" means keyman life assurance policies (in form and content reasonably satisfactory to the Facility Agent and with such insurer as the Facility Agent may reasonably approve) maintained by Newco in respect of the death or disability of Stelio Stefanou in the sum of £500,000 for a term of at least 5 years.

"Keyman Insurance Assignment" means an assignment in the agreed form relating to the Keyman Insurance executed or to be executed by Newco in favour of the Security Trustee.

"Newco" means Accord Limited, a company incorporated in England and Wales with registered number 3693911.

"Overdraft Bank" means National Westminster Bank Plc acting out of its branch at South Hertfordshire Corporate Business Centre, 2nd Floor, 10 St. Peter's Street, St. Albans, Hertfordshire AL1 3LY and any successor Overdraft Bank in accordance with Clause 17.16.1 of the Credit Agreement.

"Secured Parties" means all and each of the Facility Agent, Security Trustee, the Overdraft Bank and the Banks and **"Secured Party"** shall be construed accordingly.

"Security Documents" means:

- (a) any Guarantee and Debenture executed by a Group Company;
- (b) the Keyman Insurance Assignment;
- (c) the Subordination Agreement;
- (d) the Intercreditor Agreement; and
- (e) any guarantee and any document creating security executed and delivered after the date of this Agreement as security for any of the obligations and liabilities of any Borrower and the other Group Companies under any Financing Document.

COMPANIES FORM No. 395 (Cont.)

Continuation Sheet No 10

Company Number

3693911

Name of company

ACCORD LIMITED (the "Company")

Definitions

"Security Trustee" means National Westminster Bank Plc in its capacity as security trustee and each successor Security Trustee appointed under Clause 17.12 of the Credit Agreement.

"Subordination Agreement" means the subordination agreement made or to be made between Newco (1), the institutional investors listed in Part 2 of Schedule 1 thereof, their successors and transferees (2), the management investor listed in Part 1 of Schedule 1 thereof, their successors and transferees (3) and the Security Trustee (4).

"Targets" mean ICSL, JD Maintenance and Taskforce Eden.

"Taskforce Eden" means Taskforce Eden Limited, a company incorporated in England and Wales with registered number 2775074.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03693911

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 25th JUNE 1999 AND CREATED BY ACCORD LIMITED FOR SECURING ALL THE PRESENT AND/OR FUTURE OBLIGATIONS AND LIABILITIES DUE AND TO BECOME DUE FROM THE COMPANY TO NATIONAL WESTMINSTER BANK PLC AS AGENT AND TRUSTEE FOR THE SECURED PARTIES (THE "SECURITY TRUSTEE") AND ANY OF THE SECURED PARTIES (AS DEFINED) UNDER OR PURSUANT TO ANY OF THE FINANCING DOCUMENTS (AS DEFINED) (INCLUDING THE DEBENTURE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th JULY 1999.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



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

Handwritten signature