M

CHFP025

Please do not write in this margin

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

*insert full name of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage of charge:

Pursuant to section 395 of the Companies Act 19\$5

To the Registrar of Companies (Address overleaf - Note 6)

Name of company

s House in respect
e of charge: M

985
COMPANIES HOUSE
For official use

30x5 17214

Company number

3805412

PHS Group plc (the "Chargor")

Date of creation of the charge

29 June 2001

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

A Guarantee and Debenture dated 29 June 2001 between the Chargor and the companies listed in Part V of the attached Schedule (1) and The Governor and Company of the Bank of Scotland as Security Trustee (2) (the "Debenture").

Amount secured by the mortgage or charge

See Part II of the attached Schedule.

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

The Governor and Company of the Bank of Scotland as Security Trustee Corporate Banking - Syndications 2nd Floor, Broad Street House

55 Old Broad Street, London

Postcode

EC2P 2HL

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

Lovells 65 Holborn Viaduct London EC1A 2DY

Tel: 020 7296 2000

A6/PJC/SMH/881277

Time critical reference

For official Use Mortgage Section

WLSIGYZAL* 013

LD7 COMPANIES HOUSE

Post room

0135 12/07/01 Short particulars of all the property mortgaged or charged

See Part III of the attached Schedule.

NB. Part IV of the attached Schedule contains covenants by and restrictions on the Chargor which protect and further define the charges and which must be read as part of the charges created.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Date 12 July 2001

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

†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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House.**
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395 FOR DEBENTURE

PART I

Definitions

In this Form 395 words or expressions defined in the Facilities Agreement (as defined below) shall, unless otherwise defined below, bear the same meaning in this form 395:

"Acquisition Agreement Claims" means all the Charging Companies' rights, title and interest and benefit in and to, and any sums payable to the Charging Companies pursuant to, all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Charging Companies, and any rights of abatement or setoff, and all other rights of recovery under or pursuant to any Acquisition Agreement;

"Assets" means, in relation to a Charging Company, all its undertaking, property, assets, rights and revenues whatever, present or future, wherever situated in the world and includes each or any of them:

"Beneficiaries" means collectively the Finance Parties and the Hedging Counterparties and includes any one or more of them and "Beneficiary" shall be construed accordingly;

"Cash Cover Security Account" means the account or accounts opened by the relevant company in the books of the Security Trustee into which amounts are paid in accordance with clause 8.4 of the Facilities Agreement as cash cover for loan note guarantees and designated "Cash Cover Security Account – PHS";

"Charging Companies" means the companies named in Part V of this Schedule and includes (with effect from its execution and delivery of an agreement under which it accedes to the Debenture, or of a Guarantee and Debenture in terms similar to the Debenture) any Company which subsequently adopts the obligations of a Charging Company and also (where the context permits) includes each or any of them and "Charging Company" shall be construed accordingly;

"the Companies" means the Charging Companies together with any other Group Companies (as defined in the Facilities Agreement) from time to time, and (where the context permits) includes each or any of them and "Company" shall be construed accordingly;

"the Debenture" means the Guarantee and Debenture;

"Designated Account" has the meaning given to it by clause 5 of the Debenture;

"Facilities Agreement" means the facilities agreement dated 7 June 2001 made between PHS Group plc as Principal Borrower and The Governor and Company of the Bank of Scotland (as Arranger, Underwriter, Agent, Working Capital Bank, LNG Bank and Security Trustee), which expression shall include any amendments, supplements, accessions, variations or additions to such agreement, however fundamental, including changes to the facilities provided or increases in their maximum amount:

"Finance Documents" shall have the meaning given in the Facilities Agreement;

"Finance Parties" means the Finance Parties as defined in the Facilities Agreement;

"Floating Charge Assets" means, insofar only as concerns the floating charge created by clause 3.1(o) of the Debenture, Assets for the time being comprised within such floating charge;

"Guarantor" means any Charging Company insofar only as it covenants under clauses 2.1(b) and 2.2(b) of the Debenture to pay or discharge money due or owing from or liabilities of other Companies to the Beneficiaries and "Guarantors" and "Guarantee" shall be construed accordingly;

"Hedging Counterparties" means the Working Capital Bank or any other Lender in its capacity as a counterparty under a Hedging Agreement (but only for so long as it remains a Lender under the Facility Agreement) (each term as defined in the Facilities Agreement);

"Intellectual Property Rights" means, in relation to a Charging Company, all patents, trademarks (including but not limited to the Trade Marks), service marks (and all goodwill associated with them), all brand and trade names, all copyrights and rights in the nature of copyright, database rights, design rights and registered designs, all documented trade secrets and know-how and all other intellectual property rights now or in the future owned or enjoyed by such Charging Company, all applications for the protection of any such rights in any part of the world and the benefit of all agreements and licences now or in the future entered into or enjoyed by that Charging Company relating to the use or exploitation of any such rights and includes each or any of them and "Intellectual Property Right" shall be construed accordingly;

"Land" includes freehold and leasehold land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Principal" means any Company insofar only as it owes money or has incurred liabilities to a Beneficiary except as a Guarantor;

"Receivables" means, in relation to a Charging Company, all sums of money receivable by such Charging Company now or in the future consisting of or payable under or derived from any of its Assets;

"Receiver" means any receiver and manager or receivers and managers appointed under clause 16.1 of the Debenture and (where the context requires or permits) includes any substituted receiver and manager or receivers and managers;

"Secured Sums" means all money and liabilities covenanted and/or guaranteed to be paid or discharged by the Charging Companies to the Beneficiaries under clause 2.1 and/or 2.2 of the Debenture;

"Securities" means, in relation to a Charging Company, all stocks, shares, debentures and loan stocks issued by any company or person and all other investments (whether or not marketable) now or in the future owned at law or in equity by such Charging Company, including all interests in investment funds and all rights and benefits arising and all money payable in respect of any of them, whether by way of conversion, redemption, bonus, option, dividend, interest or otherwise, and including all Securities owned by such Charging Company in any other Company;

"Security Trustee" means The Governor and Company of the Bank of Scotland acting as security trustee for the Beneficiaries and includes any successor appointed by the Beneficiaries pursuant to the Facilities Agreement;

"Trade Marks" means the trade marks and trade mark applications listed in the Fourth Schedule to the Debenture:

PART II

Amount secured by Mortgage or Charge

1. By clause 2.1 of the Debenture, the Chargor:

- (a) covenanted that it will on demand in writing made to it by the Security Trustee pay or discharge to the Security Trustee all money and liabilities on or after the date of the Debenture due, owing or incurred to each Beneficiary by the Chargor under or pursuant to the Finance Documents; and
- (b) covenanted and guaranteed that it will on demand in writing made to it by the Security Trustee pay or discharge to the Security Trustee all money and liabilities on or after the date of the Debenture due, owing or incurred to each Beneficiary by each other Company (except as a Guarantor for the Chargor giving this covenant) under or pursuant to the Finance Documents,

in either case, whether on or after such demand, whether actually or contingently, whether solely or jointly with any other person, whether as principal or surety and whether or not the relevant Beneficiary was an original party to the relevant transaction, including all interest, commission, fees, charges, costs and expenses which each Beneficiary may in the course of its business charge or incur in respect of any Company or its affairs and so that interest shall be computed and compounded in accordance with the Finance Documents (after as well as before any demand or judgment).

PART III

Particulars of Property Mortgaged or Charged

- 1. By clause 3.1 of the Debenture the Chargor with full title guarantee charged to the Security Trustee with the payment or discharge of all Secured Sums:
 - (a) by way of legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the date of the Debenture and registered at HM Land Registry;
 - (b) by way of legal mortgage, all freehold and leasehold Land in England and Wales vested in the Chargor at the date of the Debenture and not registered at HM Land Registry;
 - (c) by way of first fixed charge, all Land after the date of the Debenture becoming the property of the Chargor;
 - (d) by way of fixed charge, all interests in or over Land or in or to the proceeds of sale of Land belonging to the Chargor on or after the date of the Debenture which have not already been charged under the charges referred to above and all licences held by the Chargor on or after the date of the Debenture to enter upon, use or exploit Land and the benefit of all options, easements, agreements for lease and other agreements relating to the acquisition, use, exploitation or disposal of Land to which the Chargor is or may in the future become entitled;
 - (e) by way of first fixed charge, all plant and machinery of the Chargor attached to any Land on or after the date of the Debenture which, or an interest in which, is charged under the charges referred to above and all rights and interests of the Chargor under all present and future agreements for the purchase, maintenance or use of plant and machinery so attached;
 - (f) by way of first fixed charge, all rental and other income and all debts and claims due or owing to the Chargor on or after the date of the Debenture under or in connection with any lease, agreement or licence relating to Land;
 - (g) by way of first fixed charge, all Securities belonging to the Chargor;
 - (h) by way of first fixed charge, all contracts and policies of insurance and assurance held by or otherwise benefiting the Chargor on or after the date of the Debenture and all

rights and interests of the Chargor in every such contract and policy (including the benefit of all claims arising and all money payable under such contracts and policies);

- by way of first fixed charge, all the goodwill and uncalled capital for the time being of the Chargor;
- (j) by way of first fixed charge, all Intellectual Property Rights of the Chargor, excluding (but only to the extent that and for so long as it is not capable of being validly charged by way of fixed charge) the benefit of any present or future agreement or licence relating to such rights;
- (k) by way of first fixed charge, all book and other debts owing to the Chargor on or after the date of the Debenture and all rights and claims of the Chargor against third parties, present and future, capable of being satisfied by the payment of money (except rights and claims effectively charged under the charges referred to above), the proceeds of which shall, for the avoidance of doubt, on payment into the Designated Account, in accordance with clause 5.1 of the Debenture, cease to be subject to the Fixed Charges contained in paragraph (k) of clause 3.1 of the Debenture and shall instead by subject to the Fixed Charge contained in paragraphs (m) or (n), if applicable, or else the Floating Charge contained in paragraph (o) of clause 3.1 of the Debenture;
- (I) by way of first fixed charge, the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies available to the Chargor on or after the date of the Debenture as security for any Receivable or for the performance by any third party of any obligation owed to the Chargor on or after the date of the Debenture;
- (m) by way of first fixed charge, all money at any time standing to the credit of any Realisation Account and/or Designated Account;
- (n) by way of first fixed charge, all money at any time standing to the credit of any other bank account relating to the Chargor which is blocked and is expressed to be subject to a fixed or specific charge including, without limitation, any Cash Cover Security Account;
- (o) by way of floating charge:
 - (i) all Assets on or after the date of the Debenture owned by the Chargor except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in the charges referred to above, including any Assets comprised within a charge which is reconverted under clause 3.6 of the Debenture; and
 - (ii) without exception all Assets insofar as they are for the time being situated in Scotland:

but in each case so that the Chargor shall not save if and to the extent permitted by the Facilities Agreement create any mortgage or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other steps referred to in clause 6.1(a) of the Debenture with respect to any Floating Charge Asset and the Chargor shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business.

2. By clause 3.2 of the Debenture, the Chargor with full title guarantee assigned to the Security Trustee, but subject to the right of the Chargor to redeem such assignment upon the full

payment or discharge of all Secured Sums (which, in the case of contingent liabilities, shall not be until a release in respect of those liabilities is provided to the Security Trustee on terms satisfactory to it (acting reasonably)):

- all claims of the Chargor against all persons who are on or after the date of the Debenture the lessees, sub-lessees or licensees of its Land and all guarantors and sureties for the obligations of such persons;
- (b) the benefit of all guarantees, warranties and representations given or made to the Chargor by, and any rights or remedies against, all or any of the manufacturers, suppliers or installers of any fixtures now or in the future attached to such Land;
- (c) the benefit of all rights and claims to which is on or after the date of the Debenture entitled under any agreements for lease, agreements for sale, contracts, options or undertakings relating to any estate, right or interest in or over such Land;
- (d) all rights and claims to which the Chargor is on or after the date of the Debenture entitled against any builder, contractor or professional adviser engaged in relation to such Land or property development or works, including, without limitation, under any collateral warranty or similar agreement; and
- (e) the benefit of all rights and claims to which the Chargor is on or after the date of the Debenture entitled under or in respect of any joint venture, partnership or similar arrangement or agreement.
- (f) the Acquisition Agreement Claims of the Chargor;
- (g) the benefit of any monies received by the Chargor as loss payee under the policy of insurance arranged by Special Risk Services Underwriting Agency Limited in relation to the Warranty Deed (as defined in the Sale and Purchase Agreement referred to in the Facilities Agreement);
- (h) the right to require the repayment of the amount standing to the credit of each Cash Cover Security Account, save, in respect of an amount of cash cover, where the Loan Note Guarantee to which that amount of cash cover relates has expired and no Event of Default has occurred and is Continuing (each term as defined in the Facilities Agreement),

provided that until the security created by the Debenture becomes enforceable in accordance with the terms of the Debenture the Chargor is entitled to exercise all rights assigned under clause 3.2 of the Debenture, other than those assigned under clause 3.2(h) of the Debenture, subject to the terms of the Finance Documents and the Security Trustee will reassign any such rights to the extent necessary to enable it to do so and shall, in respect of the Acquisition Agreement Claims assigned under clause 3.2(f) of the Debenture, give the Vendor (as defined in the Facilities Agreement) notice accordingly.

PART IV

Covenants and Restrictions

By clause 3.1 of the Debenture, the Chargor agreed that it shall not save if and to the extent permitted by the Facilities Agreement create any mortgage or any fixed or floating charge or other security over any Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in clause 6.1(a) of the Debenture with respect to any Floating Charge Asset and the Chargor shall not, without the prior written consent of the Security Trustee, sell, transfer, part with or dispose of any Floating Charge Asset except by way of sale in the ordinary course of its business.

- 2. By clause 3.3 of the Debenture, the Chargor agreed that the Security Trustee may at any time following the occurrence of an Event of Default which is continuing (or in any case in respect of any Floating Charge Asset over which the security is in jeopardy or which is in danger of seizure) by notice in writing to the Chargor convert the floating charge contained in subclause 3.1(o) of the Debenture into a fixed charge as regards any Floating Charge Asset specified in such notice.
- 3. By clause 3.4 of the Debenture the Chargor agreed that if, without the Security Trustee's prior written consent, it resolves to take any step to charge (whether by way of fixed or floating charge) or otherwise encumber (except pursuant to a Permitted Encumbrance (as defined in the Facilities Agreement)) any of its Floating Charge Assets or to create a trust over any Floating Charge Asset or to dispose of any such Floating Charge Asset except by way of sale or other disposition in the ordinary course of the Chargor's business, or as otherwise expressly permitted by the Facilities Agreement, or if any person seeks to take or takes any step to levy any distress, execution, sequestration or other process against any Floating Charge Asset, then the floating charge created by clause 3.1(o) of the Debenture shall be automatically crystallised (without the necessity of notice) into a fixed charge over such Floating Charge Asset instantly on the occurrence of such event.
- 4. By clause 3.5 of the Debenture, the Chargor agreed that except as otherwise stated in any notice given under clause 3.3 of the Debenture or unless such notice relates to all Floating Charge Assets, Floating Charge Assets acquired by the Chargor after crystallisation has occurred under clause 3.3 or 3.4 of the Debenture shall continue to be subject to the floating charge created by clause 3.1(o) of the Debenture, so that the crystallisation shall be effective only as to its Floating Charge Assets in existence at the date of crystallisation.
- 5. By clause 3.6 of the Debenture, the Chargor agreed that any charge by the Chargor which has crystallised under clause 3.3 or 3.4 of the Debenture may, by notice in writing given at any time by the Security Trustee to the Chargor, be reconverted into a floating charge in relation to the Assets or class or classes of Assets specified in such notice.
- 6. By clause 3.7 of the Debenture, the Chargor agreed that any mortgage, fixed charge or other fixed security whenever and however created by the Chargor and subsisting in favour of the Security Trustee shall (save as the Security Trustee may otherwise declare at or after the time of its creation) have priority over the floating charge created by clause 3.1(o) of the Debenture.
- 7. By clause 3.8 of the Debenture the Chargor agreed that any debentures, mortgages or charges (fixed or floating) created in the future by the Chargor (except those in favour of the Security Trustee) shall be expressed to be subject to the Debenture and shall rank in order of priority behind the charges created by the Debenture.
- 8. By clause 5.1 of the Debenture the Chargor agreed that it shall collect and realise all Receivables and shall pay into such account of the Chargor as the Security Trustee may direct (the "Designated Account") all money which it may receive in respect of them immediately on receipt. The Chargor agreed that, pending such payment, it shall hold all money so received upon trust for the Security Trustee and shall not, without the prior written consent of the Security Trustee, (save as expressly permitted by the Finance Documents) charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any other person or purport to do so.
- 9. By clause 5.4 of the Debenture, the Chargor agreed that except with the prior consent of the Security Trustee, the Chargor shall not withdraw any moneys (including interest) standing to the credit of a Designated Account if the Agent has served a notice under clause 18.1 (Demand on Events of Defaults) or clause 18.2 (Notice of Default) of the Facilities Agreement.
- 10. By clause 5.5 of the Debenture, the Chargor agreed that the Security Trustee (or a Receiver) may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of a Designated Account to (a) meet all costs, charges and expenses

incurred by the Security Trustee (or any Receiver) in the course of an enforcement of any of the security constituted by the Debenture; (b) pay remuneration to the Receiver as and when due; and (c) meet an amount due and payable under the Finance Documents when it is due and payable, in each case, together with interest thereon (both before and after judgment and payable on demand) at the applicable rate under the Facilities Agreement from the date the same becomes due and payable until the date the same are unconditionally and irrevocably paid and discharged in full (provided that similar interest payable under any of the Finance Documents should not be double counted).

- 11. By clause 6.1 of the Debenture the Chargor agreed that it shall not without the prior written consent of the Security Trustee:
 - (a) create or agree or attempt to create, or permit to subsist, any mortgage, fixed or floating charge, pledge or other security of any kind (including any security conferring power to convert a floating charge into a fixed charge in relation to any Asset) or any trust over any of its Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of its business) to arise or subsist over any such Asset;
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, its Land or Intellectual Property Rights, or purport to do any such act, or part with possession or ownership of them, or allow any third party access or the right to use a copy of any such Intellectual Property Right.
- 12. By clause 9.2 of the Debenture, the Chargor agreed that it shall not, without the prior written consent of the Security Trustee which shall not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
- 13. By clause 11.2 of the Debenture the Chargor agreed that it shall not, without the prior written consent of the Security Trustee:
 - (a) erect any building or make any structural alteration or apply for any planning consent for the development or change of use of any such Land, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any fixture on it where to do so would have a material effect on the value of the property or its saleability; and
 - (b) enter into onerous or restrictive obligations affecting any such Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would materially adversely affect its value or the value of the security over it.
- 14. By clause 13.1 of the Debenture the Chargor agreed that it shall not without the prior written consent of the Security Trustee, exercise any power of leasing, or accepting surrenders of leases of, any Land, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet, where any such act would materially adversely affect its value or its value as security.
- 15. By clause 13.2 of the Debenture the Chargor agreed that it shall not part with possession (except on the determination of any lease, tenancy or licence granted to the Chargor) of any Land or share the occupation of it with any other person, or agree to do so, where any such act would materially adversely affect is value or its value as security, without the prior written consent of the Security Trustee.

PART V

Charging Companies

Company Name	Registered number
PHS Group plc	3805412
PHS Holdings Limited	3805434
PHS Investments Limited	2897169
Personnel Hygiene Services Limited	770813
PHS All Clear Limited	3314379



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03805412

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 29th JUNE 2001 AND CREATED BY PHS GROUP PLC FOR SECURING IN FAVOUR OF THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND AS SECURITY TRUSTEE ALL MONEY AND LIABILITIES DUE OR TO BECOME DUE TO EACH BENEFICIARY BY THE COMPANY AND/OR BY EACH OTHER COMPANY (EXCEPT AS A GUARANTOR FOR THE CHARGOR) UNDER OR PURSUANT TO THE FINANCE DOCUMENTS (ALL AS DEFINED THEREIN) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 12th JULY 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th JULY 2001.





