

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 or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use _____ Company number _____

2

2211403

Name of company

* Inveresk Research Limited (the "Chargor")

Date of creation of the charge

30 July 2003

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

Debenture (the "**Debenture**") dated 30 July 2003 and made between the Chargor (1) and Wachovia Bank, National Association as security trustee for the Lenders and any Affiliate(s) of any Lender(s) (as such terms are defined below) acting through its London Branch (the "**Security Trustee**") (2)

Amount secured by the mortgage or charge

Please refer to Rider 1

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

Wachovia Bank, National Association as Security Trustee
3 Bishopsgate
London

Postcode EC2N 3AB

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

CMS Cameron McKenna
Mitre House
160 Aldersgate Street
London
EC1A 4DD

NMP/JAMC/044015.304 (20742686)

Time critical reference

For official Use
Mortgage Section

Post room



A17
COMPANIES HOUSE

0782
16/08/03

Please refer to Rider 2

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 CMS Camon McKenna Date 15 August 2003

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

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

Form M395 - Particulars of Mortgage or Charge

NAME OF COMPANY: Inveresk Research Limited (the "Chargor")

COMPANY NUMBER: 2211403

RIDER 1

AMOUNT SECURED

- (a) all indebtedness, moneys and all obligations and liabilities whatsoever, in whatever currency denominated, whether actual or contingent, present or future, which may be due at the date of creation of the Debenture or thereafter, owing or incurred by the Chargor to the Security Trustee, the Lenders and/or any Affiliate(s) of any Lender(s) (as defined below), or any of them, in respect of the Obligations (as defined below) and/or under or in connection with the Credit Agreement (as defined below), the Guaranty Agreement (as defined below) or the Debenture and whether on any current or other account (whether alone or jointly and whether as principal or surety);
- (b) all costs (including legal costs), charges, expenses and damages sustained or incurred by the Security Trustee and Lenders, or any of them, in connection with the enforcement, defence or protection of the security constituted by the Debenture or the pursuit of any rights therein contained or under or in connection with the Credit Agreement, the Debenture, the Securities or any calls or other payments relating to the Securities, in each case on a full indemnity basis; and
- (c) interest on and in respect of any amounts due under the foregoing from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate referred to in Section 6.1(d) of the Credit Agreement (Default Rate), provided that, in relation to such costs, charges, expenses, and damages and other sums as are mentioned in paragraph (b) above, interest shall accrue and be payable as from the date on which the same are paid by the Security Trustee or any Lender, as the case may be, as therein mentioned without the necessity for any demand being made for payment thereof,

(together the "Secured Liabilities").

Inveresk Research Limited

Company Number 2211403

RIDER 2

PARTICULARS OF ALL THE PROPERTY CHARGED

1. As a continuing security for the payment of all the Secured Liabilities:-

(a) by way of a first legal mortgage:-

- (i) all the properties specified in the Schedule to this Deed; and
- (ii) all estates or interests in any freehold or leasehold property (except any Security Assets (as defined below) specified in paragraph (i) above and excluding any heritable property in Scotland) belonging to the Chargor.

(b) by way of first fixed charge:-

- (i) (to the extent that they are not the subject of an effective mortgage under paragraph (a)) all estates or interests in any freehold or leasehold property at the date of creation of the Debenture or thereafter belonging to the Chargor but excluding any heritable property in Scotland belonging to it from time to time;
- (ii) all plant and machinery, owned by the Chargor and its interest in any plant or machinery in its possession;
- (iii) all monies standing to the credit of any account (including without limitation any security account) with any person and the debts represented by them;
- (iv) all benefits in respect of the Insurances (as defined below) and all claims and returns of premiums in respect of them;
- (v) all of the Chargor's book and other debts, the proceeds of the same and all other monies due and owing to the Chargor and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (vi) (to the extent that they are not subject to an effective assignment under Clause 2.2 of the Debenture) all of the Chargor's rights and benefits under any Hedging Agreements (as defined below);
- (vii) any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (viii) the Chargor's goodwill;
- (ix) to the extent permitted thereof, the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with the Chargor's business or the use of any Security Asset (as defined below) specified in any other sub-paragraph in this paragraph (b) and the right

to recover and receive all compensation which may be payable to it in respect of them;

- (x) the Chargor's uncalled capital;
- (xi) to the extent permitted by the terms thereof, the Chargor's rights under the appointment of any managing agent of the Mortgaged Properties (as defined below); and
- (xii) to the extent permitted by the terms thereof, the Chargor's rights under the agreement or agreements relating to the purchase of the Mortgaged Properties by the Chargor.

2. As a continuing security for the payment, discharge and performance of all of the Secured Liabilities, the Chargor charges in favour of the Security Trustee by way of a first floating charge all its assets not otherwise effectively mortgaged, charged, or assigned by way of fixed mortgage or charge or assignment by Clause 1 (above) including any of its assets situated in Scotland.

N.B. The Debenture contains the following provisions:-

1. The Security Trustee may, by notice to the Chargor, convert the floating charge created by the Debenture into a fixed charge as regards all or any of the Chargor's assets specified in the notice if:-
 - (i) an Event of Default (as defined below) is outstanding; or
 - (ii) the Security Trustee has reasonable grounds for considering those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

N.B. The Debenture also contains provisions whereby:-

The Chargor shall not:-

1. create or permit to subsist any Security (as defined below) on any Security Asset save to the extent permitted under Clause 12.2 (Limitations on Liens) of the Credit Agreement; or
2. sell, transfer, grant or lease or otherwise dispose of (whether by a single transaction or a number of related or unrelated transactions and whether at one time or over a period of time), or permit the same to occur to any Security Asset, except for the disposal in the ordinary course of trade of any Security Asset subject to the floating charge created under Clause 3.1 (Creation of Floating Charge) of the Debenture save for disposals permitted under Clause 12.5 of the Credit Agreement (Limitations on the Sale of Assets).

SCHEDULE OF DEFINITIONS AND INTERPRETATION

1. All defined terms and expressions herein used shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the Credit Agreement (as defined below):-

“Credit Agreement”: the credit agreement dated 28 July 2003 by and among Inveresk Research Group, Inc., a Delaware corporation, Inveresk Research Holdings Limited, a company organised under the laws of England and Wales, Inveresk Research (Canada) Inc., a company organised under the laws of Canada, the lenders who are or may become a party to such Agreement, as Lenders, Bank of America, N.A., and Key Corporate Capital, Inc., as Co-Documentation Agents, and Wachovia Bank, National Association, a national banking association, as Administrative Agent for the Lenders and as Security Trustee have agreed to make available to the Borrowers (as defined therein) certain facilities on the terms and conditions set out therein;

“Event of Default”: means any of the events specified in Clause 13.1 of the Credit Agreement, provided that any requirement for passage of time, giving of notice, or any other condition has been satisfied;

“Guaranty Agreement”: means the unconditional guaranty agreement dated 28 July 2003 executed by the Guarantors (including, inter alia, the Chargor) in favour of Wachovia Bank, National Association as Administrative Agent;

“Hedging Agreement”: means any agreement with respect to any Interest Rate Contract, forward rate agreement, commodity swap, forward foreign exchange agreement, currency swap agreement, cross-currency rate swap agreement, currency option agreement or other agreement or arrangement designed to alter the risks of any Person arising from fluctuations in interest rates, currency values or commodity prices, all as amended restated supplemented or otherwise modified from time to time;

“Insurances”: means all contracts and policies of insurance taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest;

“Lender”: means any of Wachovia Bank, National Association as Lender, Agent and Security Trustee; The Royal Bank of Scotland plc as Lender; Bank of America N.A. as Co-Documentation Agent and Lender; Allied Irish Bank as Lender (including, without limitation, the Issuing Lender and the Swingline Lender unless the context otherwise requires) and each Person that becomes a party to the Credit Agreement as a Lender pursuant to Section 15.10 of the Credit Agreement;

“Mortgaged Property”: means any freehold or leasehold property the subject of the security created by the Debenture;

“Obligations”: means, in each case, whether in existence on the date of the Credit Agreement or arising thereafter: (a) the principal of and interest on (including interest accruing after the filing of any bankruptcy or similar petition) the Loans, (b) the L/C Obligations, (c) all existing or future payment and other obligations owing by the Borrowers under any Hedging Agreement (which such Hedging Agreement is permitted under the Credit Agreement) with any Person that is a Lender, or an Affiliate of a Lender, at the time such Hedging Agreement is executed or is an Existing Hedging Agreement) and (d) all other fees and commissions (including attorneys’ fees), charges, indebtedness, loans, liabilities, financial accommodations, obligations, covenants and duties owing by the Borrowers or any of their Subsidiaries to the Lenders or the Agents, in each case under or

in respect of the Credit Agreement, any Note, any Letter of Credit or any of the other Loan Documents of every kind, nature and description, direct or indirect, absolute or contingent, due or to become due, contractual or tortuous, liquidated or unliquidated, and whether or not evidenced by any note;

"Person": means an individual, corporation, limited liability company, partnership, association, trust, business trust, joint venture, joint stock company, pool, syndicate, sole proprietorship, unincorporated organization, Governmental Authority or any other form of entity or group thereof;

"Security": any mortgage, charge (fixed or floating), pledge, lien, encumbrance, assignment or hypothecation, trust arrangement, contractual arrangement having the effect of security, conditional sale or other title retention agreement or other security interest whatsoever, however created or arising;

"Security Asset or Assets": all assets of the Company the subject of any security created by the Debenture;

2. In the Debenture and this Form M395:-

- (a) the **"assets"** of any person shall include the undertaking, property, revenues, rights and assets (present and future and including any part thereof) of whatsoever nature of such person; and
- (b) the provisions of Clause 1.2 - 1.9 of the Credit Agreement apply to the Debenture and this Form M395 as though they were set out in full in the Debenture and herein except that references to the **"Agreement"** therein are to be construed as references to the Debenture or this Form M395 as the case may be.
- (c) Any reference in this Deed to any agreement or other document shall be construed as a reference to that agreement or other document as the same may have been, or may from time to time be restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:-
 - (i) there is an increase or decrease in any facility made available under it or in the period for which it is available or in which it is repayable;
 - (ii) any additional further or substituted facility to or for such facility is provided;
 - (iii) any rate of interest, commission or fees or relevant purpose is changed;
 - (iv) the identity of the parties is changed;
 - (v) the identity of the providers of any security is changed;
 - (vi) there is an increased or additional liability of the part on any person; or
 - (vii) a new agreement is effectively created or deemed to be created.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02211403

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 30th JULY 2003 AND CREATED BY INVERESK RESEARCH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO WACHOVIA BANK, NATIONAL ASSOCIATION AS SECURITY TRUSTEE UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 16th AUGUST 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st AUGUST 2003.

P. Ven.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —