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COMPANIES FORM No. 395

Particulars of a mortgage or charge

010626/30

395

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this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

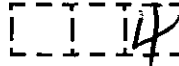
Please complete
legibly, preferably
in black type, or
bold block lettering

*insert full name
of company

To the Registrar of Companies

For official use

Company number



509585

Name of company

* SERVISAIR (UK) LIMITED ("Company")

Date of creation of the charge

11 JUNE 2003

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

COMPOSITE GUARANTEE AND DEBENTURE ("Deed")

Amount secured by the mortgage or charge

All Indebtedness now or in the future due, owing or incurred by the Company to the Security Beneficiaries in any manner and all Indebtedness now or in the future due, owing or incurred by each of the other Obligors to the Security Beneficiaries in any manner (except as a guarantor under the Deed) including in each case all interest, commission, fees, charges, costs and expenses which the Security Trustee may charge to the Company in the course of the Security Trustee's business or incur in respect of the Company or the Company's affairs.

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

BARCLAYS BANK PLC (as Security Trustee for the Security Beneficiaries)
5 The North Colonnade
London
E14 4BB

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

DLA
3 Noble Street
London
EC2V 7EE

Ref:KMB/43472/120014/SERV395a

Time critical reference

For official use
Mortgage Section

Post room



A02
COMPANIES HOUSE

0700
17/06/03

Short particulars of all the property mortgaged or charged

The Company with full title guarantee, as a continuing security for the payment of all Indebtedness, charged to the Security Trustee:

By way of legal mortgage, all freehold and leasehold Land in England and Wales now vested in the Company and not registered at H.M. Land Registry (for the avoidance of doubt, excluding the Property);

By way of fixed charge:

all freehold and leasehold Land in England and Wales now vested in the Company and registered at H.M. Land Registry (for the avoidance of doubt, excluding the Property);

all other Land which is now, or in the future becomes, the property of the Company;

all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to the Company;

(continued on continuation sheet 1 page 4)

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

DLA

Date

16/06/03

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 1
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

509585

Name of Company

SERVISAIR (UK) LIMITED ("Company")

Limited*

* delete if
inappropriate

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

Note:

Please complete
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In this form:

'Agent' means the company named as Agent on the front page of the Deed and includes any successor appointed under clause 18.1;

'Assets' means, in relation to each Charging Company, all its undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them, excluding the Property, the Excluded Stock and any property or assets which are subject to sale and leaseback arrangements at the date of this Deed;

'Charging Companies' means the Company, Servisair PLC and Airway Handling Limited, each a 'Charging Company';

'Excluded Stock' means any shares in ICS Group of Companies Limited (registered number 732832) together with any shares held in subsidiary companies not incorporated in England & Wales, Northern Ireland, Scotland, Jersey or Guernsey;

'Floating Charge Assets' means, in relation to each Charging Company, those of its Assets that are for the time being comprised in the floating charge created by clause 3.1.3, but only insofar as concerns that floating charge;

'Group' means the Agent and each company which is now or in the future a subsidiary undertaking of the Agent or of the Agent's parent undertaking (as defined by section 258 of the Companies Act 1985);

'Indebtedness' includes any obligation for the payment or repayment by any Obligor to the Security Beneficiaries of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever due or becoming due and payable to the Security Beneficiaries and whether or not the Security Trustee or either of the Security Beneficiaries were a party to the original transaction, and including principal, interest, commission, fees and other charges;

'Intellectual Property' means all patents (including supplementary protection certificates), utility models, trade marks (including service marks), domain names and rights in passing off, copyrights and rights in the nature of copyright, database rights, unregistered rights in designs, registered design rights and all other intellectual property rights and all extensions and renewals of and all applications for these rights in any part of the world;

'Intellectual Property Rights' means all and any of each CHarging Company's Intellectual Property and of the other rights, causes of action, interests and assets comprised in clause 3.1.2(i);

(continued on continuation sheet 2 page 2)

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

Please complete
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By way of fixed charge:

all plant and machinery now or in the future attached to any Land and all rights and interests the Company has under all present and future agreements relating to this plant and machinery;

all rental and other income and all debts and claims which are due or owing to the Company now or in the future under or in connection with any lease, agreement or licence relating to Land;

all the Company's Securities;

all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Company and all your rights and interests in these contracts and policies (including the benefit of all claims arising and all money payable under them);

all the Company's goodwill and uncalled share capital for the time being;

all the Company's Intellectual Property, present and future, including any Intellectual Property to which the Company is not absolutely entitled or to which the Company is entitled together with others;

the benefit of all agreements and licences now or in the future entered into or enjoyed by the Company relating to the use or exploitation of any Intellectual Property in any part of the world;

all trade secrets, confidential information and knowhow owned or enjoyed by the Company now or in the future in any part of the world;

all book and other debts now or in the future owing to the Company;

all present and future rights and claims the Company has against third parties, capable of being satisfied by the payment of money;

the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Company as security.

By way of floating charge:

all the Company's Assets which are not effectively charged by the fixed charges detailed above; and

without exception all the Company's Assets insofar as they are situated for the time being in Scotland;

but in each case so that the Company shall not without the Security Trustee's prior written consent:

create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge);

take any other step referred to in the negative pledge (as set out below) with respect to any of the Floating Charge Assets; or

sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business.

(continued on continuation sheet 2 page 4)

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Particulars of a mortgage or charge (continued)

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

CHA 116

Please complete
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Company Number

509585

Name of Company

SERVISAIR (UK) LIMITED ("Company")

Limited*

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

Definitions (continued):

'Intercreditor Deed' means the security trust deed and intercreditor agreement dated 11 June 2003 between Barclays Bank PLC (as security trustee and security beneficiary) and Credit Industriel et Commercial (as security beneficiary);

'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) but excludes the Property;

'Obligors' means Servisair PLC, Servisair (UK) Limited, Servisair (Jersey) Limited, Servisair (Guernsey) Limited and Airway Handling Limited;

'Property' means the freehold property known as 19 - 21 Ack Lane East, Bramhall, Stockport, Cheshire, SK7 2BE registered at HM Land Registry with title number GM24550;

'Receivables' means, in relation to each Charging Company, all sums of money receivable by that Charging Company now or in the future consisting of or payable under or derived from any Assets referred to in the fixed charge;

'Receiver' means every person the Security Trustee appoints as a receiver and manager under the Deed, including any substituted receiver and manager;

'Securities' means, in relation to each Charging Company, all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than that Charging Company) and all other investments (whether or not marketable) now or in the future owned by each Charging Company (whether at law or in equity), 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, excluding the Excluded Stock;

'Security Beneficiaries' means Barclays Bank PLC (registered number 1026167) of 54 Lombard Street, London, EC3A 3AH and Credit Industriel et Commercial (registered number FC16549) of Veritas House, 125 Finsbury Pavement, London, EC2A 1HX, and the expression 'Security Beneficiaries' shall include either or both of them as the context may admit;

'Security Trustee' means Barclays Bank PLC of 5 North Colonnade, London, E14 4BB, as defined in the Deed and in the Intercreditor Deed.

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

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Crystallisation of Floating Charge

The Security Trustee may at any time crystallise any floating charge created in the Deed into a fixed charge, or subsequently reconvert it into a floating charge, by notice in writing given at any time by the Security Trustee to the Company in relation to any or all Floating Charge Assets, as the Security Trustee specifies in the notice.

Continuing Security

The Deed remains a continuing security in favour of the Security Beneficiaries, regardless of any settlement of or dealings on any account or any other matter whatever, and shall be without prejudice and in addition to every other right, remedy or security which the Security Trustee may have now or in the future in respect of any of the Assets for the payment of the Indebtedness.

Negative Pledge

The Company may not, except with the prior written consent of the Security Trustee:

1. create or attempt to create any fixed or floating security of any kind or any trust over any of the Company's Assets, or permit any lien (other than a lien arising by operation of law in the ordinary course of the Company's business) to arise or subsist over any of the Company's Assets;
2. sell, assign, lease, license or sub-license, or grant any interest in, the Company's Intellectual Property Rights, or purport to do so, or part with possession or ownership of them, or allow any third party access to them or the right to use any copy of them.

Further Assurance

The Company must on the Security Trustee's demand in writing execute and deliver to the Security Trustee at the Company's cost any document that the Security Trustee may require further to secure the payment of the Indebtedness, or to perfect the Deed, or to vest title to any of the Assets in the Security Trustee or the Security Trustee's nominee or any purchaser.

Collection of Receivables

The Company must collect and realise all its Receivables and immediately on receipt pay all money which it receives in respect of them into its bank account with the Security Trustee, or into any other account as the Security Trustee may direct. Pending that payment, the Company will hold all money so received upon trust for the Security Trustee. The Company may not, without the Security Trustee's prior written consent, charge, factor, discount, assign, postpone, subordinate or waive its rights in respect of any Receivable in favour of any other person or purport to do so.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00509585

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 11th JUNE 2003 AND CREATED BY SERVISAIR (UK) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OF THE OTHER OBLIGORS TO THE SECURITY BENEFICIARIES WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th JUNE 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th JUNE 2003.

R. Dan



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES