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CHFP041

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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 £13 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

4

00862711

Name of company

*Semara Investments Limited (the "Chargor")

Date of creation of the charge

18 April 2008

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

Security agreement created 18 April 2008 (the "Security Agreement") between the Chargor and The Royal Bank of Scotland plc, as agent and trustee for itself and each of the Secured Creditors (the "Security Trustee")

Amount secured by the mortgage or charge

Any Pension Liabilities and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Obligor to any Secured Creditor in any currency under the Finance Documents except for

a) any sum, liability, or obligation which, if it were so included, would result in the Agreement contravening any law (including, without limitation, section 151 of the Companies Act 1985), and

b) any liabilities in favour of the Pension Fund Trustees to the extent exceeding the amount referred to in the definition of Pension Liabilities

(See Annex 1 attached for any definitions not described hereon)

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

The Royal Bank of Scotland plc (in its capacity as Security Trustee) of Level 7, 135
Bishopsgate, London

Postcode EC2M 3UR

Presenter's name, address and
reference (if any) 60314188611

OLIVER CROWLEY
FRESHFIELDS BRUCKHAUS DERINGER
LLP
65 FLEET STREET, LONDON
EC4Y 1HS
DX 23 LONDON/CHANCERY LANE

Time critical reference

For official use (02/2006)
Mortgage Section

TUESDAY



LD5

LNOG0ZHS

06/05/2008

COMPANIES HOUSE

82

A/C - 004 000 71 ✓

395

Short particulars of all the property mortgaged or charged

See Annex 2 attached for details

Please do not write in this margin

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

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

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

None

Signed

Friedrichs Bruckhaus Dinger UP

Date 2 May 2008

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

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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge 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 CF4 3UZ

ANNEX 1

Accession Agreement means a letter, substantially in the form set out in Schedule 7 of the Credit Agreement, with such amendments as the Facility Agent and the Company may agree

Accession Document means a deed of accession substantially in the form set out in Schedule 6 of the Security Agreement (or such other form as the Security Trustee approves)

Account means Cash Collateral Account or Collection Account

Additional Borrower means a member of the Group which becomes a Borrower after the date of the Credit Agreement

Additional Chargor means a person who has acceded to the Security Agreement as an Additional Chargor by executing an Accession Document

Additional Guarantor means a member of the Group which becomes a Guarantor after the date of the Credit Agreement

Agency Fee Letter means the letter from the Facility Agent to the Company dated on or about the date of the Credit Agreement setting out the details of certain fees payable to the Facility Agent in connection with the Facilities and referred to in Clause 25.1 (*Facility Agent's fee*) of the Credit Agreement

Arrangement Fee Letter means the letter from the Original Lenders to the Company dated on or about the date of the Credit Agreement setting out details of certain fees payable to the Original Lenders in connection with the Facilities and referred to in Clause 25.3 (*Arrangement fee*) of the Credit Agreement

Assigned Agreements means the Material Contracts and any other agreement designated as an Assigned Agreement by the Chargor and the Security Trustee and (in each case) all Related Rights

Auditors means the accountants appointed as auditors of each member of the Group. The accountants will only be from

- (a) PricewaterhouseCoopers,
- (b) Ernst & Young,
- (c) KPMG,
- (d) Deloitte,
- (e) any amalgamation of the same (or their successor), or
- (f) any other reputable auditors in the relevant jurisdiction

Borrower means an Original Borrower or an Additional Borrower

Business Day means a day (other than a Saturday or a Sunday) on which banks are open for general business in London and

- (a) if on that day a payment in or a purchase of a currency (other than euro) is to be made, the principal financial centre of the country of that currency, or
- (b) if on that day a payment in or a purchase of euro is to be made, which is also a TARGET Day

Cash means any credit balance on any deposit, savings or current account with a bank and cash in hand, in each case other than any cash or deposit which is subject to any Security Interest or flawed asset arrangement (other than pursuant to the Security Documents)

Cash Collateral Account means, in relation to the Chargor

- (a) any account specified as such (and the details of which were given) in Part C of Schedule 2 of the Credit Agreement and all Related Rights, and
- (b) any other account so designated by the Chargor and the Security Trustee and all Related Rights

Cash Equivalents means U K government gilts and U K certificates of deposit rated at least A1 by S&P or Fitch or P1 by Moody's (or other instruments approved by the Facility Agent acting on the instructions of the Majority Lenders), in each case with a maturity not exceeding six months, to which any member of the Group is beneficially entitled at that time and which are not subject to any Security Interest other than custodian's liens or pursuant to the Security Documents

Chargor means each Original Chargor and each Additional Chargor

Collection Account means, in relation to the Chargor

- (a) any account specified as such (and the account details of which were given) in Part C of Schedule 2 of the Credit Agreement and all Related Rights, and
- (b) any other account opened or maintained by it (other than a Cash Collateral Account) and all Related Rights

Commitment means a Facility A Commitment, a Facility B Commitment, a Facility C Commitment, a Facility D Commitment or a Priority Overdraft Commitment (together the ***Commitments***)

Company means Johnson Service Group plc

Consolidated EBIT means, in relation to any period, the consolidated net operating profits of the Group for that period and (to the extent not already taken into account)

- (a) before deducting, charging or providing for
 - (i) Consolidated Net Interest Payable,
 - (ii) any taxes accrued during the relevant period,
 - (iii) the amortisation of intangibles arising from business acquisitions and combinations,
 - (iv) the amortisation of warrant shares; and
 - (v) impairment of goodwill, and
- (b) before taking into account any exceptional items (where exceptional items will for this purpose take into account, among other items, any costs of reorganisation of the business) arising during that period,

and **EBIT** shall have the same meaning save in respect only of the company in the Group to which it is relevant and the net operating profits thereof rather than of the Group.

Consolidated Gross Assets means, at any time, the consolidated tangible fixed assets and the current assets of the Group, and **Gross Assets** of a company means its tangible fixed assets and current assets excluding inter company balances

Consolidated Interest Payable means, in relation to any period, all cash interest paid or payable (including notional interest and debt facility commitment fees), acceptance commission and any other continuing, regular or periodic costs and expenses in the nature of interest (excluding capitalised interest and excluding the amortised cost of the fees payable in connection with the Facilities) incurred by the Group (other than interest paid or payable to another member of the Group) in servicing or maintaining Total Consolidated Borrowings during that period

Consolidated Interested Receivable means, in relation to any period, all interest (including notional interest) received or receivable by any member of the Group in respect of Cash or Cash Equivalents or loan or other Financial Indebtedness made available by any member of the Group, (other than interest received or receivable from another member of the Group) during that period

Consolidated Net Interest Payable means, in relation to any period, Consolidated Interest Payable for that period less Consolidated Interest Receivable for that period

Coordinator Appointment Letters means the appointment and fee letters from certain of the Lenders to the Company, each dated 8 November 2007 and each as amended on 24 January 2008 and on or around the date of the Credit Agreement

Coordinator Fee Letter means the letter from certain of the Lenders to the Company dated on or around the date of the Credit Agreement

Credit Agreement means the agreement dated 11 April 2008 between, among others, the Company and The Royal Bank of Scotland plc as Facility Agent

Disposal Plan Memorandum means the memorandum prepared by the Company setting out details of the Identified Disposal and certain other disposals contemplated by members of the Group

Enforcement Event means the occurrence of an Event of Default, as considered in Clause 22 of the Credit Agreement, pursuant to which the Facility Agent may, and must if so instructed by the Majority Lenders, by notice to the Chargor

(a) cancel all or any part of the Total Commitments, and/or

(b) declare that all or part of any amounts outstanding under the Finance Documents are

(i) immediately due and payable, and/or

(ii) payable on demand by the Facility Agent acting on the instructions of the Majority Lenders, and/or

(c) exercise or direct the Security Trustee to exercise any or all of its rights, remedies, power or discretions under the Finance Documents

Facility means Facility A, Facility B, Facility C, Facility D and the Priority Overdraft Facility (and together, the **Facilities**)

Facility A Commitment means

(a) for an Original Lender, the amount set opposite its name in Part B of Schedule 1 to the Credit Agreement under the heading **Facility A Commitments** and the amount of any other Commitment it acquires, and

(b) for any other Lender, the amount of any Facility A Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement

Facility Agent means The Royal Bank of Scotland plc

Facility B Commitment means

(a) for an Original Lender, the amount set opposite its name in Part B of Schedule 1 to the Credit Agreement under the heading **Facility B Commitments** and the amount of any other Commitment it acquires, and

(b) for any other Lender, the amount of any Facility B Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement

Facility C Commitment means

(a) for an Original Lender, the amount set opposite its name in Part B of Schedule 1 to the Credit Agreement under the heading **Facility C Commitments** and the amount of any other Commitment it acquires, and

(b) for any other Lender, the amount of any Facility C Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement.

Facility D Commitment means

(a) for an Original Lender, the amount set opposite its name in Part B of Schedule 1 to the Credit Agreement under the heading **Facility D Commitments** and the amount of any other Commitment it acquires, and

(b) for any other Lender, the amount of any Facility D Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement

Fee Letter means the Agency Fee Letter, the Arrangement Fee Letter, the fee letter referred to in the definition of Coordinator Appointment Letters, the Coordinator Fee Letter and any other letter entered into by reference to the Credit Agreement between a Finance Party and the Company setting out the amount of certain fees referred to in the Credit Agreement

Finance Documents means

(a) the Credit Agreement,

(b) the Intercreditor Agreement,

(c) each Security Document,

(d) a Fee Letter,

(e) an Accession Agreement,

(f) a Resignation Request,

(g) the Warrant Instrument,

(h) a Priority Overdraft Document, and

(i) any other document designated as such by the Facility Agent and the Chargor

Finance Party means a Lender, the Facility Agent, the Security Trustee or the Priority Overdraft Lender

Financial Indebtedness means any indebtedness in respect of

(a) moneys borrowed,

- (b) any debenture, bond (not being a performance bond issued in connection with the ordinary course of trade of a member of the Group), note, loan stock or other debt security,
- (c) any acceptance or documentary credit or dematerialised equivalent (other than any documentary credits entered into by or on behalf of any member of the Group in connection with the ordinary course of trade of that member of the Group which is outstanding for 180 days or less),
- (d) any shares which are expressed to be redeemable at the option of the holder at any time prior to the date on which all amounts due and owing by the Chargor to any of the Finance Parties under the Finance Documents, whether present or future, actual or contingent, have been irrevocably and unconditionally discharged in full,
- (e) receivables sold or discounted (otherwise than on a non-recourse basis),
- (f) the acquisition cost of any asset to the extent payable before or after the time of acquisition or possession by the party liable where the advance or deferred payment is arranged primarily as a method of raising finance or financing the acquisition of that asset, and excluding deferred payment obligations which are contingent,
- (g) any lease entered into primarily as a method of raising finance or financing the acquisition of the asset leased and required to be accounted for as a finance lease under IFRS,
- (h) any amount raised under any other transaction having the commercial effect of a borrowing of money,
- (i) the mark to market value of any derivative transactions entered into in connection with protection against or benefit from fluctuations in any rate or price,
- (j) any counter indemnity under any guarantee, indemnity, letter of credit, bonding or other instrument entered into by any member of the Group, or
- (k) any guarantee, indemnity or similar assurance against financial loss of any person given for a type of indebtedness referred to in paragraphs (a) to (i) above

Gross Assets means of a company means its tangible fixed assets and current assets excluding inter company balances

Group means the Company and its Subsidiaries for the time being

Group Shares means, in relation to the Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Trustee or any nominee on its behalf and all Related Rights

Guarantor means an Original Guarantor or an Additional Guarantor

Identified Disposal means the disposal of the business codenamed "Coffee" identified in the Disposal Plan Memorandum

Insurance Policy means any contract or policy of insurance of any kind (other than in relation to third party liabilities or similar claims) in which the Chargor has an interest from time to time and all Related Rights

Intellectual Property Rights means all patents, designs, copyrights, topographies, trade marks, service marks, trading names, domain names, rights in confidential information and know-how, any other intellectual property and any associated or similar rights, and any interest in any of the foregoing (in each case whether registered or unregistered and including any related licences and sub-licences of the same, applications and rights to apply for the same and wherever subsisting)

Intercreditor Agreement means the intercreditor agreement dated 28 December 2007 between, among others, the Finance Parties, the Obligors and the trustees of the Pension Schemes, as amended and restated on or about the date of the Credit Agreement

Investments means, in relation to the Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights

Johnson Group Staff Pension Scheme means the occupational pension scheme established by the trust deed dated 30 September 1925 of which the Company is the current principal employer

Lender means

- (a) an Original Lender, or
- (b) any person that becomes a Lender after the date of the Credit Agreement

Majority Lenders means, at any time, three or more Lenders

- (a) whose Commitments then aggregate $66\frac{2}{3}$ per cent. or more of the Total Commitments, or
- (b) if the Total Commitments have been reduced to zero, whose Commitments aggregated $66\frac{2}{3}$ per cent or more of the Total Commitments immediately before the reduction

Material Adverse Effect means a material adverse effect on

- (a) the ability of the Obligors (taken together) to perform their payment obligations under any Finance Document,

- (b) the ability of the Chargor to perform and comply with Clause 20 (*Financial covenants*) of the Credit Agreement, or
- (c) the validity or enforceability of any Finance Document

Material Contracts means the sale and purchase agreement dated 11 April 2008 and made between the Company, Semara Contract Services Limited, Johnson Investment Limited, Semara Nominees Limited and Ensco 645 Limited, and such other contracts in which the Chargor has an interest as may be agreed from time to time between the Chargor and the Security Trustee

Material Group Member means an Obligor or a Material Subsidiary of the Company

Material Subsidiary means, at any time, a Subsidiary of the Company whose EBIT or Gross Assets (excluding intra-Group items) then equal or exceed five per cent of the Consolidated EBIT or Consolidated Gross Assets of the Group

For this purpose

- (a) the EBIT or Gross Assets of a Subsidiary of the Company will be determined from its financial statements (unconsolidated if it has Subsidiaries) upon which the latest audited financial statements of the Group have been based,
- (b) if a Subsidiary of the Company becomes a member of the Group after the date on which the latest audited financial statements of the Group have been prepared, the EBIT or Gross Assets of that Subsidiary will be determined from its latest financial statements,
- (c) the Consolidated EBIT or Consolidated Gross Assets of the Group will be determined from the latest audited consolidated financial statements of the Company, adjusted (where appropriate) to reflect the EBIT or Gross Assets of any company or business subsequently acquired or disposed of, and
- (d) if a Material Subsidiary disposes of all or substantially all of its assets to another Subsidiary of the Company, it will immediately cease to be a Material Subsidiary and the other Subsidiary (if it is not already) will immediately become a Material Subsidiary, the subsequent financial statements of those Subsidiaries and the Group will be used to determine whether those Subsidiaries are Material Subsidiaries or not

If there is a dispute as to whether or not a company is a Material Subsidiary, a certificate of the auditors of the Company will be, in the absence of manifest error, conclusive

Monetary Claims means, in relation to the Chargor, any book and other debts and monetary claims owing to the Chargor (other than in respect of any Account) and all Related Rights.

Obligor means the Company, a Borrower or a Guarantor

Original Borrower means the Company

Original Chargors means the Company and all others listed in Schedule 1 of the Security Agreement

Original Guarantor means each of the Original Chargors in their capacity as Guarantors under the Credit Agreement

Original Lender means all listed as such in Part B of Schedule 1 of the Credit Agreement

Pension Fund Trustees means the pension fund trustees of the Pension Schemes

Pension Liabilities means any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred in respect of the Pension Schemes on a joint and several basis up to an aggregate amount not exceeding in aggregate until the Identified Disposals date, £27,500,000 and with effect from the Identified Disposals date, £28,000,000

Pension Scheme means each of the Johnson Group Staff Pension Scheme, the Semara Augmented Pension Plan and the WML Final Salary Pension Scheme (together the **Pension Schemes**)

Priority Overdraft Commitment means, in respect of the Priority Overdraft Lender, £5,000,000 to the extent not cancelled or reduced under the Credit Agreement

Priority Overdraft Document means a document setting out the terms on which the Priority Overdraft Facility is made available

Priority Overdraft Facility means the overdraft facility made available by the Priority Overdraft Lender in respect of its Priority Overdraft Commitment

Priority Overdraft Lender means The Royal Bank Of Scotland plc in its capacity as agent for National Westminster Bank

Real Estate means, in relation to the Chargor

- (a) any freehold, leasehold, licence or other interest in any immovable property and all Related Rights, and
- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights.

Related Rights means, in relation to any asset

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset,
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,

- (c) the proceeds of sale of all or any part of that asset, and
- (d) any other moneys paid or payable in respect of that asset

Resignation Request means a request in the form set out in Schedule 8 of the Credit Agreement, with such amendments or in such other form as the Facility Agent and the Company may agree

Secured Creditor means the Facility Agent, the Security Trustee, the Lenders, the Priority Overdraft Lender and the Pension Fund Trustees

Security means any Security Interest created under or pursuant to the Security Agreement

Security Assets means all the assets and undertaking of the Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement.

Security Documents means the Security Agreement, any Accession Document and any other document designated as a "Security Document"

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Security Trustee means The Royal Bank of Scotland plc

Semara Augmented Pension Plan means the occupational pension scheme established by an interim trust deed dated 15 December 1980 of which the Company is the current principal employer

Subsidiary means a subsidiary within the meaning of section 736 of the Companies Act 1985

Total Commitments means the aggregate of the Total Facility A Commitments, the Total Facility B Commitments, the Total Facility C Commitments and the Total Facility D Commitments (being £205,000,000 as at the date of the Credit Agreement and as reduced from time to time in accordance with the terms of the Credit Agreement)

Total Consolidated Borrowings means at any time the aggregate (without double counting) of the following

- (a) the outstanding principal amount of any moneys borrowed by any member of the Group (other than from another member of the Group),
- (b) the outstanding principal amount of any debenture, bond (other than a performance bond issued by or on behalf of any member of the Group in connection with the ordinary course of trade of that member of the Group), note, loan stock or other debt security of any member of the Group,

- (c) the outstanding principal amount of any acceptance under any documentary or acceptance credit or dematerialised equivalent opened by a bank or other financial institution in favour of any member of the Group (other than any documentary credits entered into by or on behalf of any member of the Group in connection with the ordinary course of trade of that member of the Group which is outstanding for 180 days or less),
- (d) any amount raised pursuant to any issue of shares which are expressed to be redeemable at the option of the holder at any time prior to the date on which all amounts due and owing by the Obligors or any of them to any of the Finance Parties under the Finance Documents, whether present or future, actual or contingent, have been irrevocably and unconditionally discharged in full,
- (e) the outstanding amount of uncollected receivables sold or discounted by a member of the Group (other than on a non-recourse basis),
- (f) the outstanding principal amount of any indebtedness of any member of the Group arising from any advance or deferred payment agreements arranged primarily as a method of raising finance or financing the acquisition of an asset,
- (g) the capitalised element of indebtedness of any member of the Group in respect of a lease entered into primarily as a method of raising finance or financing the acquisition of the asset leased,
- (h) any fixed or minimum premium payable on the repayment or redemption at maturity of any instrument referred to in paragraph (b) above,
- (i) the mark to market value of any derivative transactions entered into in connection with protection against or benefit from fluctuations in any rate or price other than any transaction entered into specifically in respect of liabilities and obligations under the Credit Agreement or liabilities and obligations incurred necessarily in the course of trading of any member of the Group,
- (j) the outstanding principal amount of any other sum raised under any other transaction having the commercial effect of a borrowing of money and appearing as such in the consolidated financial statements of the Group, and
- (k) the outstanding principal amount of any indebtedness of any person of a type referred to in paragraphs (a) to (j) above, which is the subject of a guarantee, indemnity or similar assurance against financial loss given by any member of the Group

For the avoidance of doubt, Total Consolidated Borrowings shall not include any guarantee, indemnity or similar assurance given in respect of any personal car purchase scheme operated by any member of the Group for the benefit of its employees from time to time save to the extent that the aggregate liability under all such schemes is in excess of £5,000,000

Total Facility A Commitments means the aggregate of the Facility A Commitments of the Lenders (being £65,000,000 as at the date of the Credit Agreement and as reduced from time to time in accordance with the terms of the Credit Agreement)

Total Facility B Commitments means the aggregate of the Facility B Commitments of the Lenders (being £65,000,000 as at the date of the Credit Agreement and as reduced from time to time in accordance with the terms of the Credit Agreement)

Total Facility C Commitments means the aggregate of the Facility C Commitments of the Lenders (being £20,000,000 as at the date of the Credit Agreement and as reduced from time to time in accordance with the terms of the Credit Agreement)

Total Facility D Commitments means the aggregate of the Facility D Commitments of the Lenders (being £50,000,000 as at the date of the Credit Agreement and as reduced from time to time in accordance with the terms of the Credit Agreement)

Warrant Instrument means the share warrant instrument executed as a deed poll by the Company in favour of the Lenders on or around the date of the Credit Agreement

WML Final Salary Pension Scheme means the occupational pension scheme established by an interim trust deed dated 5 April 1996 of which Johnson Facilities Management Limited is the current principal employer

ANNEX 2

- 1 The Security Agreement contains a Further Assurances clause
- 2 The Security Agreement contains a Negative Pledge
- 3 The Chargor charged and agreed to charge by way of first legal mortgage
 - (a) all Real Estate in England and Wales vested in it on the date of the Security Agreement, and
 - (b) all Group Shares belonging to it on the date of the Security Agreement
- 4 The Chargor charged and agreed to charge by way of first fixed charge all its rights, title and interest from time to time in and to
 - (a) Real Estate (to the extent that they are not the subject of a mortgage under paragraph 3 above),
 - (b) Investments (to the extent that they are not the subject of a mortgage under paragraph 3 above),
 - (c) plant, machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,
 - (d) Accounts,
 - (e) to the extent not effectively assigned under paragraph 5 below, Insurance Policies and the Assigned Agreements to which it is party,
 - (f) any goodwill and rights in relation to its uncalled capital,
 - (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
 - (h) Intellectual Property Rights,
 - (i) any beneficial interest, claim, or entitlement of it to any assets of any pension fund, and
 - (j) Monetary Claims
- 5 The Chargor assigned absolutely and agreed to assign absolutely all its right, title and interest from time to time in and to
 - (a) all amounts payable to it under or in connection with its Insurance Policies, and
 - (b) each Assigned Agreement to which it is a party

6 Floating charges

- (a) The Chargor charged by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located.
- (b) The floating charge created by the Chargor in accordance with (a) of paragraph 6 above shall be deferred in point of priority to all other Security
- (c) The floating charge created by the Chargor in accordance with (a) of paragraph 6 above shall be a “qualifying floating charge” for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986, and paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Security Agreement



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 862711
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 18
APRIL 2008 AND CREATED BY SEMARA INVESTMENTS
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO ANY SECURED CREDITOR ON
ANY ACCOUNT WHATSOEVER 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 6 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 MAY 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES