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**COMPANIES FORM No. 395**

109028/10

## Particulars of a mortgage or charge

# 395

**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

Name of company

\* Servisair PLC ("Chargor")

Date of creation of the charge

17 December 2003

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

CHARGE OVER SHARES AND SECURITIES ("Deed")

Amount secured by the mortgage or charge

All monies, obligations and liabilities whatsoever whether for principal, interest or otherwise in whatever currency which may now or at any time in the future be due, owing or incurred by the Chargor to the Security Trustee whether actual or contingent and whether alone, severally or jointly as principal agent guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever.

For definitions please see continuation sheet 1 page 2.

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

BARCLAYS BANK PLC (as Security Trustee for the Secured Beneficiaries)  
5 North Colonnade  
London

Postcode E14 4BB

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

DLA  
3 Noble Street  
London  
EC2V 7EE

KMB/BXB/43472/120014

Time critical reference

For official Use  
Mortgage Section



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legibly, preferably  
in black type, or  
bold block  
lettering

The Chargor by way of first fixed charge with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities, charges its Shares and Securities and the Derivative Assets (collectively the "**Charged Assets**") to the Security Trustee (with the intent that the security so constituted shall extend to all beneficial interests of the Chargor in the Charged Assets and to any proceeds of sale or other realisation of such property or any part of it) to hold the same on behalf of the Secured Beneficiaries.

The Chargor with full title guarantee charges in favour of the Security Trustee by way of first floating charge all the Charged Assets to the extent that the same are not otherwise effectively charged under the provisions above.

(continued on continuation sheet 1 page 4)

Particulars as to commission allowance or discount (note 3)

Signed

*DLA*

Date *23/12/03*

On behalf of [~~XXXXXX~~] [mortgagee/chargee]<sup>†</sup>

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

<sup>†</sup> 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

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## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No. 1  
to Form No 395 and 410 (Scot)

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

Company Number

924991

Name of Company

Servisair PLC ("Chargor")

Limited\*

\* delete if  
inappropriate

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

Note:

In this form:

**"Bank"** means Barclays Bank PLC (registered number 1026167) of 54 Lombard Street, London EC3A 3AH;

**"CIC"** means Credit Industriel et Commercial (London Branch) (registered number FC16549) of Veritas House, 125 Finsbury Pavement, London EC2A 1HX;

**"Derivative Assets"** means all stocks, shares, warrants or other securities, rights, dividends, interest or other property whether of a capital or income nature accruing offered issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares and Securities or any Derivative Assets previously described;

**"Facility Agreements"** means the working capital facility letter entered into on or about the date hereof and made between the Chargor, Servisair (UK) Limited, Airway Handling Limited, Servisair (Jersey) Limited, Servisair (Guernsey) Limited, Servisair (Ireland) Limited, Intercompany Services Limited, Inflight Commercial Services Limited, Inflight Catering Services Limited, Inflight Cleaning Services Limited, Inflight Cleaning Services (Ireland) Limited and Inflight Catering Services (Manx) Limited and the Chargor (excluding any other subsidiaries of the Chargor) and the Barclays Bank PLC (as Bank) as amended from time to time and the term loan facility letter entered into on or about the date hereof and made between the ICS Group of Companies Limited and Barclays Bank PLC (as Bank) as amended and supplemented from time to time;

**"Secured Beneficiaries"** means, at any time, the Bank and CIC together with their respective successors, assigns and permitted transferees (each a **"Secured Beneficiary"**);

**"Secured Liabilities"** means all monies, obligations and liabilities whatsoever whether for principal, interest or otherwise in whatever currency which may now or at any time in the future be due, owing or incurred by the Chargor to the Security Trustee whether actual or contingent and whether alone, severally or jointly as principal agent guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever;

(continued on continuation sheet 2 page 2)

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

Please complete  
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### **Further Assurance**

The Chargor shall at any time at the request of the Security Trustee but at the cost of the Chargor promptly sign, seal, execute, deliver and do all deeds, instruments, transfers, renunciations, proxies, notices, documents, acts and things in such form as the Security Trustee may from time to time reasonably require for creating, perfecting or protecting the security over the Charged Assets or any part of it or for facilitating its realisation.

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### **Negative Covenants**

(1) The Chargor shall not do or cause or permit anything to be done which may adversely affect the security created or purported to be created by this Deed or which is a variation or abrogation of the rights attaching to or conferred by all or any part of the Charged Assets without the prior written consent of the Security Trustee and shall take such action as the Security Trustee may in its discretion direct in relation to any proposed compromise, arrangement, reorganisation, conversion, repayment, offer or scheme of arrangement affecting all or any part of the Charged Assets.

(2) The Chargor shall not exercise any voting and other rights and powers attached to the Charged Assets in such a way as may adversely affect the security granted to the Security Trustee under or in any manner inconsistent with the terms of the Facility Agreements.

(3) The Chargor undertakes with the Security Trustee not to sell, assign or otherwise dispose of the Shares and Securities without the prior written consent of the Security Trustee.

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## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Please complete  
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bold block lettering

Company Number

924991

Name of Company

Servisair PLC ("Chargor")

Limited\*

\* delete if  
inappropriate

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

Definitions continued...

**"Shares and Securities"** means all of the stocks, shares and other securities held by the Chargor at any time:

(1) listed in the Schedule being:

(1.1) the 10,100 £1 shares in Servisair (UK) Limited (Registered number 509585);

(1.2) the 34,445 £1 shares in ICS Group of Companies Limited (Registered number 732832);

(2) for which the stock or share certificates or other documents of title are now held by the Security Trustee for the account of the Chargor; and

(3) represented by any stock or share certificates or other documents of title from time to time in the future deposited by the Chargor with the Security Trustee or its agents or nominees or held to the order of the Security Trustee or belonging to the Chargor and received by the Security Trustee or its agents or nominees after the execution of this Deed,

in each case whether held in the United Kingdom or elsewhere and irrespective of whether in any such case the deposit was made or the certificates or other documents were received by the Security Trustee or its agents or nominees for the purposes of creating security, safe custody, collection or otherwise.

Please complete  
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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 00924991

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER SHARES AND SECURITIES DATED THE 17th DECEMBER 2003 AND CREATED BY SERVISAIR PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC (AS SECURITY TRUSTEE FOR THE SECURED BENEFICIARIES) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 23rd DECEMBER 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30th DECEMBER 2003.

*for*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES