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## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

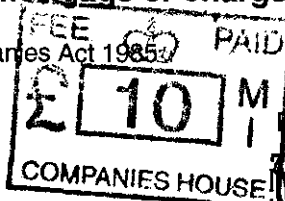
NW £20x2  
145264

# 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)



Company number

04330202

Name of company

\* Enodis Group Limited (the "Chargor")

Date of creation of the charge

19th February, 2002

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

Security Agreement dated 19th February, 2002 between the Chargor, Enodis Holdings Limited and the Facility Agent as defined below (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Finance Party under each Finance Document to which an Obligor is a party, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (the "**Secured Liabilities**")

The term "Finance Document" includes all amendments and supplements including supplements providing for further advances.

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

The Royal Bank of Scotland plc, 135 Bishopsgate, London (the "**Facility Agent**")

Postcode EC2M 3UR

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

Allen & Overy  
One New Change  
London  
EC4M 9QQ

CVC/RJP/BK:934695.1

Time critical reference

For official Use  
Mortgage Section

Post room



LD3  
COMPANIES HOUSE

0250  
20/02/02

Short particulars of all the property mortgaged or charged

Please see continuation sheet.

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)

Nil

Signed

*AJO*

Date

19th February, 2002

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

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.
- 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

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1. Land**

Terms defined in clause 5 (Land) of the Deed have the same meaning when used in this clause.

(a) The Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it which includes the freehold property specified in the Schedule to this Form 395 under its name under the heading Real Property; and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it, including the leasehold property specified in the Schedule to this Form 395 under its name under the heading Real Property following completion of the assignment of such leasehold property to the Chargor.

subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained.

(b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures and fittings on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

**2. Investments**

(a) The Chargor charges:

- (i) by way of a first legal mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf; and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf.

(b) A reference in this subclause to a mortgage or charge of any stock, share, debenture, bond or other security includes:

- (i) any dividend or interest paid or payable in relation to it; and
- (ii) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

**3. Plant and machinery**

The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession.

**4. Credit balances**

The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Deed) it has with any person and the debt represented by it.

**5. Book debts etc.**

The Chargor charges by way of a first fixed charge:

- (a) all of its book and other debts;
- (b) all other moneys due and owing to it; and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above.

**6. Insurances**

The Chargor assigns absolutely, to the fullest extent capable of assignment, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest.

**7. Other contracts**

The Chargor assigns absolutely, to the fullest extent capable of assignment, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

- (a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause;
- (b) any letter of credit issued in its favour; and
- (c) any bill of exchange or other negotiable instrument held by it.

**8. Intellectual property**

The Chargor assigns absolutely, to the fullest extent capable of assignment, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in the Schedule to this Form 395 under its name under the heading **Specific Intellectual Property Rights**;
- (b) any copyright or other intellectual property monopoly right; or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same.

**9. Miscellaneous**

The Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above; and
- (e) its uncalled capital.

**10. Floating charge**

The Chargor charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause.

**Notes:**

- 1. The Chargor shall not:
  - (a) create or permit to subsist any Security Interest on any Security Asset; or
  - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,except as expressly allowed under the Finance Documents.
- 2. Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- 3. All the security created under the Deed:
  - (a) is created in favour of the Facility Agent;
  - (b) is security for the payment of all the Secured Liabilities; and
  - (c) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- 4. If the rights of a Chargor under a document cannot be secured without the consent of a party to that document:
  - (i) that Chargor must notify the Facility Agent promptly;
  - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and

- (iii) if the Facility Agent requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed.

5. The Facility Agent holds the benefit of the Deed on trust for the Finance Parties.

In this Form 395:

**Accession Agreement** means a letter, substantially in the form of Schedule 8 (Form of Accession Agreement) of the Credit Agreement, with such amendments as may be required in order to reflect the jurisdiction of incorporation of the relevant Additional Obligor (if it is incorporated outside the U.S. or U.K.).

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

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

**Additional Obligor** means an Additional Borrower or an Additional Guarantor.

**Administrative Party** means an Arranger, the Issuing Bank or the Facility Agent.

**Arranger** means The Royal Bank of Scotland plc and Salomon Brothers International Limited as arrangers.

**Borrower** means the Company, an Original Borrower or an Additional Borrower.

**Commitment** means Facility A Commitment or Facility B Commitment or both as the case may be.

**Company** means Enodis Plc (registered number 00109849).

**Credit Agreement** means the £600,000,000 credit agreement dated 12th March, 2001 as amended on 20th April, 2001, 22nd May, 2001 and 20th November, 2001 between (among others) Enodis plc and the Facility Agent.

**Facility A Commitment** means:

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

(a) for an Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) of the Credit Agreement under the heading "**Facility B Commitments**" and the amount of any other Facility B 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.

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement.

**Finance Document** means:

(a) the Credit Agreement;

(b) a Fee Letter;

(c) a Transfer Certificate;

(d) an Accession Agreement;

(e) the Syndication Agreement;

(f) the Syndication Letter;

(g) any other document designated as such by the Facility Agent and the Company; or

(h) the Deed.

**Finance Party** means a Lender or an Administrative Party.

**Group** means the Company and its Subsidiaries.

**Guarantor** means the Company, an Original Guarantor or an Additional Guarantor.

**Issuing Bank** means The Royal Bank of Scotland plc.

**Lender** means:

(a) an Original Lender; or

(b) any person which becomes a Lender after the date of the Credit Agreement.

**Obligor** means Borrower or Guarantor.

**Original Borrower** means the Subsidiaries of the Company listed in Schedule 1 (Original Parties) as original borrowers.

**Original Guarantor** means the Subsidiaries of the Company listed in Schedule 1 (Original Parties) as original guarantors.

**Company: Enodis Group Limited**  
**Registered No: 04330202**  
**Continuation Sheet: 6**

**Original Lender** means the financial institutions listed in Schedule 1 (Original Parties) of the Credit Agreement as original lenders.

**Party** means a party to the Credit Agreement.

**Security Assets** means all assets of the Chargor the subject of any security created by the Deed.

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

**Subsidiary** means:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985.

**Syndication Agreement** means the agreement in agreed form between the Parties and other banks and financial institutions syndicating the Commitments of the Lenders.

**Syndication Letter** means the letter dated on or about the date of the Credit Agreement between the Arrangers and the Company.

**Transfer Certificate** means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) of the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company.



**SCHEDULE - SECURITY ASSETS**

**REAL PROPERTY**

**UNITED KINGDOM**

Property	Chargor	Freehold/Leasehold Title Number/Lease details	Category One ("One")/ Category Two ("Two")
5 <sup>th</sup> and 6 <sup>th</sup> Floors, 40 Conduit Street, London	Enodis Group Limited	Leasehold 18 November 1998 (1) Asticus (UK) Limited and (2) Berisford Plc. Expiring 17 November 2013	One
Unit 3, Eastern Road, Aldershot	Enodis Group Limited	Leasehold (1) Wynstay Properties plc and (2) Enodis Plc expiring 28 September, 2003	Two
2 <sup>nd</sup> Floor, St James House, 150 London Road, East Grinstead	Enodis Group Limited	Leasehold 23 September 1999 (1) Milk Pension Fund Trustees Limited and Dairy Crest Pension Trustees Limited and (2) Berisford Plc. Expiring 24 March 2011	Two
34-36 Crown Street, Reading	Enodis Group Limited	Leasehold 1 February 1989 (1) GDG Properties Limited and (2) Berisford Leasing Limited. Expiring 31 January 2014	Two

**Company: Enodis Group Limited**  
**Registered No: 04330202**  
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<b>Property</b>	<b>Chargor</b>	<b>Freehold/Leasehold Title Number/Lease details</b>	<b>Category One ("One")/ Category Two ("Two")</b>
Building A, The Guildway, Guildford	Enodis Group Limited	Leasehold Agreement for Lease 22 December 2000 (1) Denskill Limited (2) Enodis Plc (3) Amee Developments Limited Lease for term of 15 years	Two
Banner Lane, Coventry	Enodis Group Limited	Freehold CWM231376 and WM326407	Two

# SPECIFIC INTELLECTUAL PROPERTY RIGHTS

## Enodis Group Limited

Trade Mark	Registration/ Application No.	Country	Filed	Int. Classes
ENODIS	845352	Australia	07-Aug-00	7, 9, 11, 21, 37
ENODIS	6354/00	Bosnia- Herzegovina	10-Nov-00	7, 9, 11, 21, 37
ENODIS	823388794	Brazil	13-Nov-00	37
ENODIS	823388808	Brazil	13-Nov-00	21
ENODIS	823388816	Brazil	13-Nov-00	11
ENODIS	823388824	Brazil	13-Nov-00	9
ENODIS	823388832	Brazil	13-Nov-00	7
ENODIS	1072029	Canada	22-Aug-00	7, 9, 11, 21, 37
ENODIS	507612	Chile	07-Nov-00	7
ENODIS	507613 - Regn. 597681	Chile	10-Nov-00	9
ENODIS	507614	Chile	10-Nov-00	11
ENODIS	507615 - Regn. 597682	Chile	10-Nov-00	21
ENODIS	507616 - Regn. 597683	Chile	10-Nov-00	37
ENODIS	20001561	Croatia	10-Nov-00	7, 9, 11, 20, 21, 37
ENODIS	2000/04095	Eire	07-Nov-00	7, 9, 11, 21, 37
ELLIPTICAL DEVICE [Device No. 3999]	Not yet known	International TM		7, 9, 11, 21, 37
ENODIS	Not yet known	International TM		7, 9, 11, 21, 37
ENODIS	626785	New Zealand	08-Nov-00	7
ENODIS	626786	New Zealand	08-Nov-00	9
ENODIS	626787	New Zealand	08-Nov-00	11
ENODIS	626788	New Zealand	08-Nov-00	21
ENODIS	626789	New Zealand	08-Nov-00	37
ENODIS	2000122181	South Africa	07-Nov-00	7
ENODIS	2000122182	South Africa	07-Nov-00	9
ENODIS	2000122183	South Africa	07-Nov-00	11

**Company: Enodis Group Limited**  
**Registered No: 04330202**  
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Trade Mark	Registration/ Application No.	Country	Filed	Int. Classes
ENODIS	2000122184	South Africa	07-Nov-00	21
ENODIS	2000122185	South Africa	07-Nov-00	37
ENODIS	89069943	Taiwan	04-Dec-00	37
ENODIS	89069944	Taiwan	04-Dec-00	21
ENODIS	89069945	Taiwan	04-Dec-00	11
ENODIS	89069946	Taiwan	04-Dec-00	9
ENODIS	89069947	Taiwan	04-Dec-00	7
ENODIS	438083	Thailand	10-Nov-00	7
ENODIS	438084	Thailand	10-Nov-00	9
ENODIS	438085	Thailand	10-Nov-00	11
ENODIS	438086	Thailand	10-Nov-00	21
ENODIS	438087	Thailand	10-Nov-00	37
ENODIS	2232138	U.K.	11-May-00	7, 9, 11, 21, 37
ELLIPTICAL DEVICE	2251349	U.K.	02-Nov-00	7, 9, 11, 21, 37
MARK	2251348	U.K.	02-Nov-00	7, 9, 11, 21, 37
ENODIS	76145635	U.S.A.	12-Oct-00	7, 9, 11, 21, 37

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**Continuation Sheet: 11**

## **SHARES**

### **Chargor**

Enodis Group Limited

### **Shares in**

Berisford Bristar Limited  
Berisford Holdings Limited  
Berisford Industrial Holdings Limited  
Berisford Industries Limited  
Berisford (Overseas) Limited  
Berisford (UK) Limited  
Berisford Treasury Limited  
Cable Street Limited  
Craneheath Limited  
Enodis Investments Limited  
Garland Catering Equipment Limited  
JH Rayner (Mincing Lane) Limited  
Kitecroft Limited  
Steamhammer Limited  
Turner Curzon Limited

**Company: Enodis Group Limited**  
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**Continuation Sheet: 12**

## ACCOUNTS

Chargor	Currency	Bank	Account No.	Sort Code
Enodis Group Limited	Sterling	National Westminster Bank PLC	01122118	55-81-45
Enodis Group Limited	Sterling	National Westminster Bank PLC	01122762	55-81-45
Enodis Group Limited	Sterling	National Westminster Bank PLC	01123440	55-81-45
Enodis Group Limited	Sterling	National Westminster Bank PLC	01168231	55-81-45
Enodis Group Limited	Sterling	National Westminster Bank PLC	01214357	55-81-45
Enodis Group Limited	Sterling	National Westminster Bank PLC	01122142	55-81-45
Enodis Group Limited	Sterling	National Westminster Bank PLC	01171372	55-81-45
Enodis Group Limited	Sterling	National Westminster Bank PLC	01217224	55-81-45
Enodis Group Limited	Australian \$	National Westminster Bank PLC	160/00/03795489	
Enodis Group Limited	Canadian \$	National Westminster Bank PLC	150/00/03795411	
Enodis Group Limited	Danish Krone	National Westminster Bank PLC	175/00/06018505	
Enodis Group Limited	Euro	National Westminster Bank PLC	550/00/03795438	
Enodis Group Limited	Euro	National Westminster Bank PLC	550/00/03789799	
Enodis Group Limited	Euro	National Westminster Bank PLC	550/00/06118550	
Enodis Group Limited	Euro	National Westminster Bank PLC	550/00/02795470	
Enodis Group Limited	Euro	National Westminster Bank PLC	550/00/03795446	
Enodis Group Limited	Euro	National Westminster Bank PLC	550/00/03795454	
Enodis Group Limited	Euro	National Westminster Bank PLC	550/00/03795462	
Enodis Group Limited	Norwegian Krone	National Westminster Bank PLC	222/00/08547416	
Enodis Group Limited	New Zealand \$	National Westminster Bank PLC	217/00/08547467	
Enodis Group Limited	Singapore \$	National Westminster Bank PLC	409/00/04294254	
Enodis Group Limited	Swedish Krona	National Westminster Bank PLC	232/00/08547459	
Enodis Group Limited	Swiss Francs	National Westminster Bank PLC	234/00/08547424	
Enodis Group Limited	Thai Bhats	National Westminster Bank PLC	417/00/08547440	
Enodis Group Limited	US\$	National Westminster Bank PLC	140/00/03795403	
Enodis Group Limited	US\$	National Westminster Bank PLC	140/02/03283704	

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04330202

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 19th FEBRUARY 2002 AND CREATED BY ENODIS GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO ANY FINANCE PARTY 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 20th FEBRUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th FEBRUARY 2002.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

Post  
MB