COMPANIES FORM No. 395 217686/39

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

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

For official use

Company number 06483143

Name of company

* MTW County Limited (the **Company**)

Date of creation of the charge

5 February 2009

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

A supplemental deed, relating to a security agreement (the **Security Agreement**) originally dated 14 April 2008, as amended on 22 August 2008, between, amongst others, the Company and the UK Security Trustee (as defined below), dated 5 February 2009 and entered into between, amongst others, the Company and the UK Security Trustee pursuant to which the Security Agreement is amended and restated (such Security Agreement, as amended and restated, the **Deed**).

Amount secured by the mortgage or charge

(i) in relation to the Security over or in respect of the Foreign Obligation Shares, 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 which is a Foreign Entity to any Secured Creditor under any Credit Document or Additional Secured Document (including liabilities and obligations accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding); and

(ii) in relation to the Security over or in respect of the other Security Assets (excluding the Foreign Obligation Shares), 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 Secured Creditor under any Credit Document or Additional Secured Document (including liabilities and obligations accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding),

(the **Secured Liabilities**).

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

JPMorgan Chase Bank, N.A. / Loan Operations, 10 South Dearborn, Floor 07, Chicago, Illinois 60603-2003, US as agent and trustee for the Secured Creditors (the **UK Security Trustee**).

Postcode

Presentor's name address and reference (if any):
Allen & Overy LLP
One Bishops Square
London
E1 6AD

For official Use (06/2005)
Mortgage Section

MONDAY

L9NWM7MS
LD3 23/02/2009 60
COMPANIES HOUSE

Time critical reference
NEIC/BK:10646996.5

Short particulars of all the property mortgaged or charged

Please see continution 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 Allen & Overy LLP Date 19th February 2009

On behalf of [XXXXXXX XXXXXXXX/chargee] †

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House.**

6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

(ii) its goodwill;

(iii) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any Security Asset;

(iv) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in Subparagraph (iv) above; and

(v) its uncalled capital;

(j) the Company charged by way of a first floating charge all its assets whatsoever and wheresoever not otherwise effectively mortgaged, charged or assigned under the Deed;

(k) the floating charge created under the Deed is a **qualifying floating charge** for the purpose of paragraph 14 of schedule B1 to the Insolvency Act 1986;

(l) the Company has agreed (under clause 4 of the Deed) that it may not:

(i) create or allow to exist any Lien on any of its Security Assets; or

(ii) either in a single transaction or a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its Security Assets or agree to do so (whether conditionally or not),

except, in each case, as expressly permitted under the Credit Agreement;

(m) the Company has agreed that if the Company creates or allows to exist any Lien in breach of the provisions of clause 4 of the Deed then, to the extent possible under applicable law, all the obligations of the Company under each of the Credit Documents shall automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon;

(n) the Company has agreed that no shares in its directly owned subsidiaries may be acquired by or issued or allotted to any person other than the Company;

(o) the Company has agreed that to the extent that the assets mortgaged or charged by the Deed constitute "financial collateral" and the Deed and the obligations of the Company under the Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No.3226)) the UK Security Trustee shall have the right after the Security has become enforceable to appropriate all or any part of such financial collateral in or towards the satisfaction of the Secured Liabilities. For this purpose, the value of such financial collateral so appropriated shall be such amount as the UK Security Trustee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it;

(p) the Company has agreed that the Security is created in favour of the UK Security Trustee pursuant to the Deed; and

(q) the Company has agreed that the Security is continuing security for the payment, discharge and performance of all the relevant Secured Liabilities and will extend to the ultimate balance

Companies Form 395
MTW COUNTY LIMITED (registered number 06483143)
Short particulars of all the property mortgaged or charged (Continuation Sheet No. 1)

Pursuant to the terms of the Deed:

(a) the Company charged:

(i) by way of a first equitable mortgage and first fixed charge the Shares and the Foreign Obligation Shares; and

(ii) (to the extent that they were not the subject of the charge referred to in sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments in each case in respect of any person which is not a member of the Group and which are owned by it or held by any nominee on its behalf;

(b) the Company assigned by way of security, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances and all its rights in connection with those amounts;

(c) to the extent that they were not effectively assigned, the Company charged by way of first fixed charge all amounts and rights described in paragraph (b) above;

(d) a reference in paragraphs (b) and (c) above to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of an Obligor to a third party;

(e) the Company assigned by way of security, subject to a proviso for re-assignment on redemption, all of its rights in respect of:

(i) its Relevant Contracts;

(ii) any letter of credit issued in its favour, and

(iii) any bill of exchange or other negotiable instrument held by it;

(f) to the extent that any such right, title and interest described in paragraph (e) above is not assignable or capable of assignment, the Company agreed that the assignment thereof described in paragraph (e) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof;

(g) to the extent that they do not fall within any other subclause of clause 1 of the Deed (as described in paragraphs (a)-(d) above) and are not effectively assigned under the assignments described in paragraphs (e) and (f) above, the Company charged by way of first fixed charge all of its rights and benefits under each agreement and document to which it is a party;

(h) the Company charged by way of a first fixed charge all of its rights in respect of any Intellectual Property Rights; this included any specified in part 4 of schedule 2 (Security Assets) to the Deed opposite its name;

(i) the Company charged by way of a first fixed charge:

(i) any beneficial interest, claim or entitlement it has to any assets of any pension fund;

of all relevant sums payable by the Obligors under the Credit Documents regardless of any intermediate payment or discharge in whole or in part.

The following terms used in the Deed and this Companies Form 395 have the meanings set out below:

Additional Chargor means a Credit Party which becomes a Chargor by executing a Deed of Accession.

Additional Secured Document means any Swap Agreement permitted by the Credit Agreement and any Bank Product Agreement, in each case between one or more Credit Parties and one or more Lenders or Affiliates of Lenders.

Administrative Agent means JPMorgan in its capacity as administrative agent under the Credit Agreement and its permitted successors and assigns.

Affiliate means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power (a) to vote 10% or more of the securities having ordinary voting power for the election of directors (or equivalent governing body) of such Person or (b) to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, that neither the Administrative Agent nor any Lender (nor any Affiliate thereof) shall be considered an Affiliate of the Borrower or any Subsidiary thereof.

Alternate Currency Lenders means (a) the Alternate Currency Fronting Lender (as defined in the Credit Agreement) and (b) solely with respect to Alternate Currency Loans (as defined in the Credit Agreement) as to which any other Lender is deemed to be an Alternate Currency Lender pursuant to section 2.04(l) of the Credit Agreement, each such other Lender.

Assignment and Assumption means an assignment and assumption entered into by a Lender and an assignee (with the consent of any party whose consent is required by section 9.04 of the Credit Agreement), and accepted by the Administrative Agent, in the form of exhibit A to the Credit Agreement or any other form approved by the Administrative Agent.

Bank Product Agreements shall mean any agreement entered into from time to time with any Credit Party in connection with any of the Bank Products which the Borrower identifies to the UK Security Trustee and the Administrative Agent in writing as an agreement intended to be secured by the Deed (which designation, once made, may be revoked only with the consent of the Lender or Lender Affiliate party thereto).

Bank Products shall mean the following bank services or facilities extended to any Credit Party: (a) commercial credit cards, (b) stored value cards, and (c) treasury management services (including controlled disbursement, automated clearinghouse transactions, return items, overdrafts and interstate depository network services).

Borrower means The Manitowoc Company, Inc., a Wisconsin corporation.

Chargor means the Original Chargors and any Additional Chargor.

Collateral Agent means the Administrative Agent acting as collateral agent for the Secured Creditors pursuant to the Security Documents, including as collateral agent under the US Security Agreement (as defined in the Credit Agreement), the US Pledge Agreement (as defined in the Credit Agreement) and the French Pledge Agreements (as defined in the Credit Agreement), as UK Security Trustee under the Deed and in a similar capacity under other Security Documents.

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

Credit Agreement means the credit agreement dated as of 14 April 2008 as amended and restated on 25 August 2008 and amended on 19 December 2008 between, amongst others, The Manitowoc Company, Inc., the Subsidiary Borrowers party thereto, the Lenders party thereto, JPMorgan Chase Bank, N.A. as Administrative Agent and UK Security Trustee, Deutsche Bank AG New York Branch and Morgan Stanley Senior Funding, Inc. as Syndication Agents and BNP Paribas as Documentation Agent (in each case, as defined therein).

Credit Documents means the Credit Agreement and, after the execution and delivery thereof pursuant to the terms of the Credit Agreement, each promissory note, the Subsidiary Guaranty, the Parent Guaranty and each Security Document.

Credit Party means the Borrower, each Subsidiary Guarantor and each Subsidiary Borrower.

Deed of Accession means a deed substantially in the form of schedule 6 (Form of Deed of Accession) to the Deed.

Enodis means Enodis Limited, a company incorporated under the laws of England & Wales with registered number 00109849.

Event of Default has the meaning given to that term in the Credit Agreement.

Foreign Currency has the meaning given to that term in the Credit Agreement.

Foreign Entity means a member of the Group which is a Foreign Subsidiary of the Borrower.

Foreign Obligation Shares means:

(a) any shares in the capital of the Company's directly owned Subsidiaries which are or are to be registered in the name of the Company or held by any nominee on its behalf, in each case, as specified in Part 2 of Schedule 1 (Security Assets) to this Companies Form 395; and

(b) all other shares in the capital of a directly owned Subsidiary of the Company in respect of which share certificates are, or are required to be, delivered to the UK Security Trustee or its nominee pursuant to clause 5.10 (Issue or acquisition of further Foreign Obligation Shares) of the Deed (the terms of which are set out below).

Foreign Subsidiary means, as to any Person, each subsidiary of such Person which is not a Domestic Subsidiary (as defined in the Credit Agreement).

GAAP means generally accepted accounting principles in the United States.

Group means the Borrower and its Subsidiaries.

Insurance in relation to the Company means any contract of insurance taken out by or on behalf of the Company or under which it has a right to claim.

Intellectual Property Rights means:

(a) any know-how, show-how, patent, trade mark, service mark, design, business name, domain name, invention, trade secret, topographical or similar right or other data and information;

(b) any copyright, database, software and all embodiments or fixations thereof and related documentation, registrations and franchises or other intellectual property right; or

(c) any improvements and accessions to and books and records describing or used in connection with any of the foregoing or any interest (including by way of licence) in the above,

in each case whether registered or not, and includes any related application.

Investments means in relation to any Chargor:

(a) the Shares and the Foreign Obligation Shares; and

(b) all other shares, stocks, debentures, bonds, warrants, coupons and other securities and investments, which it purports to mortgage or charge under the Deed.

Issuing Bank means each of JPMorgan and such additional Lenders as may be designated as such by the Borrower with the consent of the Administrative Agent and which agree to act in such capacity, each as the issuer of Letters of Credit under the Credit Agreement and their respective successors in such capacity as provided in section 2.06(i) of the Credit Agreement. The Issuing Bank may, in its discretion, arrange for one or more Letters of Credit to be issued by Affiliates of the Issuing Bank, in which case the term "Issuing Bank" shall include any such Affiliate with respect to Letters of Credit issued by such Affiliate. With respect to any Letter of Credit, "Issuing Bank" shall mean the issuer thereof.

JPMorgan means JPMorgan Chase Bank, N.A., a national banking association and, solely relative to such Loans, J.P. Morgan Europe Limited, with respect to Loans denominated in a Foreign Currency, and their successors.

Lenders means the Persons listed on schedule 2.01 to the Credit Agreement and any other Person that shall have become a party to the Credit Agreement pursuant to an Assignment and Assumption, other than any such Person that ceases to be a party to the Credit Agreement pursuant to an Assignment and Assumption. Unless the context otherwise requires, the term **Lenders** includes the Swingline Lender and the Alternate Currency Lenders.

Letter of Credit means any letter of credit issued pursuant to the Credit Agreement.

Lien means, with respect to any asset:

(i) any mortgage, deed of trust, lien, hypothecation, pledge, encumbrance, charge (fixed or floating), trust arrangements or security interest in or on such asset;

(ii) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset; or

(iii) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

Loans means the loans made by the Lenders to the Borrowers pursuant to the Credit Agreement.

Manitowoc FSG means Manitowoc FSG International Holdings, Inc. (formerly North Central Crane & Excavator Sales Corp.), incorporated with registration number C3419-1980.

Obligors means the Chargors and each other Credit Party.

Original Chargor means the Company, Manitowoc FSG and Enodis.

Parent Guaranty means that certain guaranty dated as of 14 April 2008 made by the Borrower in favour of the Secured Creditors, as the same may be amended, restated, modified or supplemented from time to time.

Person means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority (as defined in the Credit Agreement) or other entity.

Relevant Contract means in relation to the Company any agreement specified in part 3 of schedule 2 (Security Assets) to the Deed opposite its name and each other agreement or document supplementing or amending any of them.

Secured Creditors means:

(a) the Lenders (and any Affiliate thereof);

(b) the UK Security Trustee;

(c) the Administrative Agent;

(d) each Swingline Lender; and

(e) the Issuing Bank.

Security means any Lien created, evidenced or conferred by or pursuant to the Deed or any Deed of Accession.

Security Assets means all assets of the Company the subject of the Security.

Security Documents means and includes each of the US Security Agreement (as defined in the Credit Agreement), the US Pledge Agreement (as defined in the Credit Agreement), the Deed, the French Pledge Agreements (as defined in the Credit Agreement), the Mortgages (as defined in the Credit Agreement), after the execution and delivery thereof, each Additional Security Document (as defined in the Credit Agreement) and each other document or instrument pursuant to which security is granted to the Collateral Agent and/or the UK Security Trustee for the benefit of any of the Secured Creditors pursuant to the Credit Agreement.

Shares means:

(a) the shares in the capital of the Company's directly owned Subsidiaries which are or are to be registered in the name of the Company or held by any nominee on its behalf, in each case, as specified in Part 1 of Schedule 1 (Security Assets) to this Companies Form 395; and

(b) all other shares in the capital of a directly owned Subsidiary of the Company in respect of which share certificates are, or are required to be, delivered to the UK Security Trustee or its nominee pursuant to clause 5.9 (Issue or acquisition of further Shares) of the Deed (the terms of which are set out below).

subsidiary means, with respect to any Person (the **parent)** at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

Subsidiary means any subsidiary of the Borrower other than a FIN 46 Subsidiary.

Subsidiary Borrower means BPGR (as defined in the Credit Agreement), Manitowoc Asia Holdings (as defined in the Credit Agreement) and each Wholly-Owned Foreign Subsidiary (as defined in the Credit Agreement) designated as such by the Borrower pursuant to section 2.21 of the Credit Agreement.

Subsidiary Guarantor means each Subsidiary of the Borrower which is a party to the Subsidiary Guaranty.

Subsidiary Guaranty means the subsidiary guaranty dated as of 14 April 2008 made by the Subsidiaries party thereto in favour of the Secured Creditors, as the same may be amended, restated, modified or supplemented from time to time. The Subsidiary Guarantors initially party to the Subsidiary Guaranty are so designated on schedule 3.13 to the Credit Agreement.

Swap Agreement means each "Swap Agreement" as defined in the Credit Agreement other than any such agreement which by its terms states that it is not intended to be secured by the Security Documents.

Swingline Lender means JPMorgan, in its capacity as lender of Swingline Loans under the Credit Agreement.

Swingline Loan means a loan made pursuant to section 2.05 of the Credit Agreement.

United States means the United States of America.

In clause 5.2 (Certificated Investments) of the Deed, the Company agreed that as soon as possible after its acquisition of any Shares or Foreign Obligation Shares or on the date of the Deed in respect of any certificated Shares or Foreign Obligation Shares owned as at the date of the Deed, the Company:

(a) must deposit with the UK Security Trustee, or as the UK Security Trustee may direct, all bearer instruments, certificates and other documents of title or evidence of ownership in relation to any of those Shares or Foreign Obligation Shares;

(b) must execute and deliver to the UK Security Trustee all share transfers and other documents which may be requested by the UK Security Trustee in order to enable the UK Security Trustee or its nominees to be registered as the owner or otherwise obtain a legal title to any of those Shares or Foreign Obligation Shares in accordance with paragraph (c) below;

(c) authorised the UK Security Trustee (at any time if an Event of Default has occurred and is continuing) to arrange for those Shares or Foreign Obligation Shares to be delivered to any nominee of the UK Security Trustee or to any purchaser or transferee (under the powers of realisation conferred by the Deed) or registered as the UK Security Trustee may feel appropriate to perfect the security over those Shares or Foreign Obligation Shares and to transfer or cause those Shares or Foreign Obligation Shares to be transferred to and registered in the name of any suitably qualified nominee(s) of the UK Security Trustee;

(d) must execute and sign all transfers, contract notes, powers of attorney and other documents (and, if an Event of Default has occurred and is continuing, promptly register any transfer in its register of members) which the UK Security Trustee may require for perfecting its title to any of those Shares or Foreign Obligation Shares or for vesting the same in itself or its nominee or in any purchaser or transferee (under the powers of realisation conferred by the Deed); and

(e) without limiting the generality of paragraphs (a) to (d) above, must deliver to the UK Security Trustee executed (and, if required to be stamped, pre-stamped) share transfers for all those Shares or Foreign Obligation Shares (other than any bearer shares) in favour of the UK Security Trustee and/or its nominee(s) as transferee or, if the UK Security Trustee so directs, with the transferee left blank and shall procure that all those share transfers are at the request of the UK Security Trustee, if an Event of Default has occurred and is continuing, immediately registered by the relevant company and that share certificates in the name of the UK Security Trustee and/or such nominee(s) in respect of all those Shares or Foreign Obligation Shares (other than any bearer shares) are forthwith delivered to the UK Security Trustee.

In clause 5.9 (Issue or acquisition of further Shares) of the Deed, the Company agreed that on the acquisition by, or issue or allotment to, the Company of any shares or further shares in the capital of a member of the Group, the Company must comply in all respects with clause 5.2 (Certificated Investments) of the Deed in relation to a portion of the shares which are the subject of that acquisition,

issue or allotment such that on and following such acquisition, issue or allotment, the shares in the capital of the relevant member of the Group that are subject to the Security (or would have been had the requirements of clause 5.9 (Issue or acquisition of further Shares) of the Deed been complied with) constitute the highest number of whole shares which represent an amount not exceeding sixty five per cent (65%) of the total share capital and each class of shares constituting the share capital of such member of the Group owned by the Company.

In clause 5.10 (Issue or acquisition of further Foreign Obligation Shares) of the Deed, the Company agreed that in relation to any other shares or further shares in the capital of a member of the Group which are acquired by, or issued or allotted to, the Company in respect of which the Company is not required by clause 5.9 (Issue or acquisition of further Shares) of the Deed to comply with clause 5.2 (Certificated Investments) of the Deed the Company must comply in all respects with clause 5.2 (Certificated Investments) of the Deed in relation to such shares or further shares.

In the Deed and this Companies Form 395:

(a) the words **include**, **includes** and **including** shall be deemed to be followed by the phrase without limitation;

(b) references to, or to any specified provision of, the Deed, any Credit Document or any Additional Secured Document, or any other document ancillary or relevant to any Credit Document or any Additional Secured Document shall be construed as references to the Deed, that Credit Document, that Additional Secured Document, that provision or that document as in force for the time being and as amended (which, as each Chargor specifically agreed and acknowledged in relation to the Credit Documents and Additional Secured Documents may include:

(i) any (however fundamental) variation, increase, addition, extension or reduction in any amount made available thereunder and/or any alteration and/or addition to the purposes for which any such amount, or increased or reduced amount, may be used, including for the purposes of acquisitions of any nature; increasing working capital, enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; or any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing;

(ii) any facilities or commitments provided in substitution for or in addition to the facilities or commitments originally made available thereunder;

(iii) any restructuring or rescheduling of the indebtedness incurred thereunder whether in isolation or in connection with any of the foregoing;

(iv) any substitution of any existing borrower thereunder for any other borrower and/or any addition of any new borrower thereunder;

(v) any increase to the margin, commitment commission, fees or other amounts payable thereunder; and

(vi) any combination of any of the foregoing,

in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where any consents are required to be obtained as a condition to such amendment being permitted) with the requisite consents;

(c) a reference to a Security Asset includes:

(i) any part of that Security Asset;

(ii) the proceeds of sale of that Security Asset; and

(iii) any present and future assets of that type;

(d) a reference to any share, stock, debenture, bond, warrant, coupon or other security or investment includes:

(i) any dividend, interest or other distribution paid or payable;

(ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

(iii) any right against any clearance system; and

(iv) any right under any custodian or other agreement,

in relation to that share, stock, debenture, bond, warrant, coupon or other security or investment;

(e) a reference to any Person includes its successors in title, permitted assigns and permitted transferees;

(f) a reference to an **amendment** includes an amendment, extension, supplement, novation, re-enactment, replacement, restatement or variation and **amended** will be construed accordingly; and

(g) a reference to a **disposal** means a sale, transfer, assignment, grant, lease, licence or other disposal, whether voluntary or involuntary and whether pursuant to a single transaction or a series of transactions, and dispose will be construed accordingly.

SCHEDULE 1

SECURITY ASSETS

PART 1

SHARES

Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Certificate number (s)	Number of shares held
Enodis Limited	N/A	Ordinary	775	242,044,914

PART 2

FOREIGN OBLIGATION SHARES

Name of company in which shares are held	Name of nominee (if any) by whom shares are held	Class of shares held	Certificate number (s)	Number of shares held
Enodis Limited	N/A	Ordinary	774	130,331,877

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 6483143
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED RELATING TO A SECURITY AGREEMENT ORIGINALLY DATED 14 APRIL 2008 AND DATED 5 FEBRUARY 2009 AND CREATED BY MTW COUNTY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH 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 23 FEBRUARY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 FEBRUARY 2009

Companies House
— for the record —

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES