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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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)

Name of company

* Viscount Catering Limited (the "**Charging Company**")

Date of creation of the charge

20th November, 2001

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

Security Agreement dated 20th November, 2001 between inter alia the Chargor 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 Chargor to any Finance Party under each Finance Document to which a Chargor 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

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

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

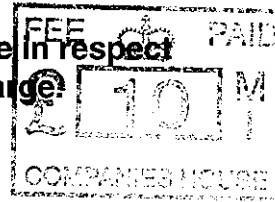
Allen & Overy
One New Change
London
EC4M 9QQ

CC/TTG/913153.1

Time critical reference

For official Use
Mortgage Section

Post room



For official use

Company number

2656967

395

CHFP025

Please do not write in this margin

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

*insert full name of Company

Short particulars of all the property mortgaged or charged

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

Allen & Overy

Date

29/11/01

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

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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 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

Company: Viscount Catering Limited

Registered Number: 2656967

Continuation Sheet: 1

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The Charging Company:

(a) charges

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property specified in Schedule 1 to this Form 395 which is Category One Property and also includes the real property specified in Schedule 1 to this Form 395 which is Category Two Property to the extent that the Charging Company does own such Category Two Property; and
- (ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it,

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

(b) 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 sub-paragraph (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.

(c) 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.

(d) 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.

(e) charges by way of a first fixed charge:

- (i) all of its book and other debts;
- (ii) all other moneys due and owing to it; and
- (iii) 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.

(f) 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.

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- (g) 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:
 - (i) 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 paragraph (g);
 - (ii) any letter of credit issued in its favour; and
 - (iii) any bill of exchange or other negotiable instrument held by it.
- (h) 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:
 - (i) 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 Schedule 2 to this Form 395;
 - (ii) any copyright or other intellectual property monopoly right; or
 - (iii) 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.

- (i) charges by way of first fixed charge:
 - (i) any beneficial interest, claim or entitlement it has in any pension fund;
 - (ii) its goodwill;
 - (iii) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset;
 - (iv) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (i) (iii) above; and
 - (v) its uncalled capital.
- (j) 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 paragraph.

NB

- 1. A reference in paragraph (a) (above) to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures and fittings on that property; and
 - (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Charging Company in respect of that property or any moneys paid or payable in respect of those covenants.
- 2. A reference in paragraph (b) (above) to a mortgage or charge of any stock, share, debenture, bond or other security includes:
 - (a) any dividend or interest paid or payable in relation to it; and
 - (b) 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. The Facility Agent may by notice to the Charging Company convert the floating charge created by the Charging Company under paragraph (j) above into a fixed charge as regards any of the Charging Company's assets specified in that notice, if:
 - (i) an Event of Default is outstanding; or
 - (ii) the Facility Agent, acting in good faith, reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- 4. The Charging Company 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

In this Form 395:

"Bilateral Facility"

means any agreement between (among others) Enodis plc and The Royal Bank of Scotland plc.

"Bond"

means the proposed issue of high-yield bonds by Enodis plc to be underwritten by various financial institutions, including Schroder Salomon Smith Barney (or affiliates) and The Royal Bank of Scotland plc (or affiliates).

"Bridge Facility"

means the bridging facility agreement relating to the Bond between (among others) Enodis plc and The Royal Bank of Scotland plc.

"Category One Property"

means each property listed as Category One in Schedule 1 to this Form 395.

"Category Two Property"

means each property listed as Category Two in Schedule 1 to this Form 395.

"Chargors"

means the companies listed in Schedule 3 to this Form 395 as Chargors;

"Company"

means Enodis plc.

"Credit Agreement"

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

"Event of Default"

means an Event of Default as defined in any Finance Document.

"Fee Letter"

means any letter entered into by reference to the New Credit Agreement between, amongst others, the Facility Agent and Enodis plc setting out the amount of certain fees referred to in the New Credit Agreement.

"Finance Document"

means:

- (a) a Finance Document as defined in the Credit Agreement;
- (b) the New Credit Agreement;
- (c) the Bridge Facility;
- (d) any Bilateral Facility;
- (e) any Fee Letter;
- (f) the Deed;

- (g) a Finance Document as defined in the New Credit Agreement; or
- (h) any other document designated as such by the Facility Agent and the Company.

"Finance Party"

means subject to Note 1 below:

- (a) a Finance Party as defined in the Credit Agreement;
- (b) a Finance Party as defined in the New Credit Agreement;
- (c) a Finance Party as defined in the Bridge Facility; or
- (d) any other bank or financial institution party to a Finance Document.

"Group"

means the Company and its Subsidiaries.

"New Credit Agreement"

means the credit agreement between (among others) the Chargors and the Facility Agent refinancing all or part of the Credit Agreement.

"Security Assets"

means all assets of the Charging Company 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.

Note

1. Other than a Finance Party as defined in the Credit Agreement a party will only become a Finance Party for purposes of the Deed once they become a party to the Intercreditor Agreement.

Company: Viscount Catering Limited
Registered Number: 2656967
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SCHEDULE 1

REAL PROPERTY

Property	Chargor	Freehold/Leasehold Title Number/Lease details	Category One ("One")/ Category Two ("Two")
Provincial Park Sheffield	Viscount Catering Limited	Leasehold 30 March 2001 (1) Logical Pace Limited (2) Whitlence Drink Equipment Limited (3) Enodis Plc	Two

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SCHEDULE 2

Country	SPECIFIC INTELLECTUAL PROPERTY RIGHTS			
	Title	Applicant	App No.	Filed
UK		Viscount Catering Limited	2020686	17.05.95
UK		Viscount Catering Limited	2017360	11.04.95
UK		Viscount Catering Limited	2017357	11.04.95
UK		Viscount Catering Limited	2020694	17.05.95

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SCHEDULE 3 – CHARGORS

	Number
Enodis Plc	109849
Belshaw U.K. Limited	2625278
Berisford-Charter Residential Limited	494545
Enodis Property Group Limited	2629464
Enodis Investments Limited	455541
Enodis Property Developments Limited	493522
Enodis U.K. Limited	1037372
Merrychef Limited	487712
Viscount Catering Limited	2656967
Whitlence Drink Equipment Limited	1271570
Berisford Holdings Limited	02629465
Berisford Industrial Holdings Limited	02887689
Berisford Industries Limited	01850857
Berisford International Limited	02992272
S&W Berisford Limited	01803796
Berisford Bristar Limited	01031367
Berisford Bristar (Investments) Limited	02505998
Steamhammer Limited	01211110
Temp-Rite International Limited	01422689
Kitchen Ventilation Services Limited	00540556
Vent Master (Europe) Limited	02099311
Merrychef Holdings Limited	03274972
Elvadene Limited	01680157
Meliora Spectare Limited	02845804
Ecclesfield Properties Limited	02684008
Scotsman Beverage Systems Limited	02884087
Whitlence Acquisition Limited	02669979
Saw Technologies Limited	03195830
Homark Holdings Limited	02711165
The Homark Group Limited	00763384
Convotherm Limited	01172730
JH Rayner (Mincing Lane) Limited	00704098

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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. 02656967

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT BETWEEN THE CHARGOR AND THE ROYAL BANK OF SCOTLAND THE (FACILITY AGENT) DATED THE 20th NOVEMBER 2001 AND CREATED BY VISCOUNT CATERING LIMITED FOR SECURING 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 CHARGOR TO ANY FINANCE PARTY UNDER EACH FINANCE DOCUMENT WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th NOVEMBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th DECEMBER 2001.

Clear



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES