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CHFP041

COMPANIES FORM No. 395

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.

Please do not
write in
this margin

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

* Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03075427

Name of company

*Johnson Facilities Management Limited (the *Company*)

Date of creation of the charge

28 December 2007

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

The Security Agreement dated 28 December 2007 (the *Security Agreement*) between the Company, the other companies listed in Continuation Sheet 1 attached to this form (each, an *Original Chargor*) and the Royal Bank of Scotland plc (as agent for National Westminster Bank Plc) (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 this Security Agreement contravening any law (including, without limitation, section 151 of the Companies Act 1985), and
(b) any liabilities in favour of the Trustees as Secured Creditors under the Scheme Documents exceeding £27,500,000 in aggregate

All Capitalised terms used in this form shall have the meaning given to them in the Continuation Sheet 2 attached to this form unless defined elsewhere in this form

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

The Royal Bank of Scotland plc (as agent for National Westminster Bank Plc),

Postcode

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

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND
UNITED KINGDOM EC4Y 1HS
DX 23 LONDON/CHANCERY LA

Time critical reference
CJH/SW

For official use (02/2006)
Mortgage Section

Post room



LD3

07/01/2008
COMPANIES HOUSE

42

COM395/1

Short particulars of all the property mortgaged or charged

see Continuation Sheet 3 attached to this form

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
mortgage or
charge.
(See Note 5)

† Delete as
appropriate

Particulars as to commission allowance or discount (note 3)

NA

Signed Freshfields Bruckhaus Deringer,

Date 04/01/2009

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 situated 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.

Continuation Sheet 1 Form 395
Johnson Facilities Management Limited
(03075427)

The following is a list of the companies which entered into the Security Agreement with The Royal Bank of Scotland plc (as agent for National Westminster Bank plc)

Name	Place of Incorporation	Registered Number
JOHNSON SERVICE GROUP PLC	England and Wales	00523335
JOHNSON GROUP PROPERTIES PLC	England and Wales	00523192
JOHNSON CLEANERS UK LIMITED	England and Wales	02970609
JOHNSONS APPARELMASTER LIMITED	England and Wales	00464645
JOHNSON FACILITIES MANAGEMENT LIMITED (formerly known as Johnson Workplace Management Limited)	England and Wales	03075427
JOHNSON CLOTHING LIMITED (formerly known as C C M Limited)	England and Wales	00454264
DCC CORPORATE CLOTHING LIMITED	England and Wales	00154611
JOHNSON WORKPLACE MANAGEMENT LIMITED	England and Wales	02970406
SEMARA GROUP LIMITED	England and Wales	01840454
SEMARA CONTRACT SERVICES LIMITED	England and Wales	00823226
SEMARA ESTATES LIMITED	England and Wales	00426697
ALEX REID LIMITED	England and Wales	1025547
JEEVES OF BELGRAVIA LIMITED	England and Wales	1331370

Continuation Sheet 2 Form 395
Johnson Facilities Management Limited
(03075427)

In this form

Accession Agreement means a letter, substantially in the form of Schedule 7 of the Credit Agreement (Form of Accession Agreement), with such amendments as the Facility Agent and the Parent may agree

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

Account means a Cash Collateral Account, Collection Account or Prepayment Holding Account

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

Arrangers means Allied Irish Banks, p l c , Barclays Capital, Lloyds TSB Bank plc and The Royal Bank of Scotland plc (as agent for National Westminster Bank Plc)

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

Borrower means an Original Borrower or an Additional Borrower

Cash Collateral Account means, in relation to the Company

(a) any account specified as such in Part C of Schedule 2 of the Security Agreement and all Related Rights, and

(b) any other account so designated by the Company and the Security Trustee and all Related Rights

Chargor means each Original Chargor and each Additional Chargor

Collection Account means, in relation to the Company

(a) any account specified as such in Part C of Schedule 2 of the Security Agreement and all Related Rights, and

(b) any other account opened or maintained by it (other than a Cash Collateral Account or a Prepayment Holding Account) and all Related Rights

Credit Agreement means the credit agreement dated 21 July 2005 (as amended by a supplemental agreement dated 22 March 2007 and a supplemental agreement dated 28 December 2007) between, among others, Parent and The Royal Bank of Scotland plc (as agent for National Westminster Bank Plc) as Facility Agent

Event of Default means an event or circumstance specified as such in Clause 21 (Default) of the Security Agreement

Facility Agent means the Royal Bank of Scotland plc (as agent for National Westminster Bank Plc)

Fee Letter means any letter entered into by reference to the Credit Agreement between a Finance Party and the Parent setting out the amount of certain fees referred to in the Credit Agreement

Finance Documents means

- (a) the Credit Agreement,
- (b) a Fee Letter,
- (c) an Accession Agreement,
- (d) a Resignation Request, or
- (e) any other document designated as such by the Facility Agent and the Company

Finance Party means a Lender, the Facility Agent or an Arranger

Group means the Parent and its Subsidiaries for the time being and **Group Member** means any of those persons

Group Shares means, in relation to the Company, the shares in any Group Member owned legally or beneficially by it or held by the Security Trustee or any nominee on its behalf (including the shares identified in respect of the Company in Part B of Schedule 2 of the Security Agreement (if any)) and all Related Rights

Guarantor means an Original Guarantor or an Additional Guarantor

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

Intellectual Property means patents and patent applications, trade and service marks and applications, brand and trade names, copyrights and rights in the nature of copyright, design rights, registered designs and applications for registered designs,

trade secrets, know-how and all other intellectual property rights under any agreements relating to the use or exploitation of any such rights.

Investments means, in relation to the Company, 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 Company 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 Parent is the current principal employer

Lender means an Original Lender or any person which becomes a Lender after the date of this Agreement

Material Contracts means those contracts listed in Part E of Schedule 2 of the Security Agreement and such other contracts in which the Company has an interest as may be agreed from time to time between the Company and the Security Trustee

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

Obligors means the Parent, a Borrower or a Guarantor

Original Borrower means Johnson Service Group PLC a public limited company incorporated under the laws of England and Wales with registered number 00523335

Original Guarantors means the Parent, Johnson Group Properties PLC, Johnson Cleaners UK Limited, Johnsons Apparelmaster Limited, Johnson Clothing Limited (formerly known as C C M Limited), DCC Corporate Clothing Limited and Semara Estates Limited

Original Lender means Barclays Bank PLC, Lloyds TSB Bank plc, The Royal Bank of Scotland plc (as agent for National Westminster Bank Plc), Allied Irish Banks, plc, Bank of Ireland, Alliance & Leicester Commercial Bank plc and Commerzbank Aktiengesellschaft, London branch

Parent means Johnson Service Group PLC a public limited company incorporated under the laws of England and Wales with registered number 00523335

Pension Fund Trustees means the pension fund trustees of each of Johnson Group Staff Pension Scheme, the Semara Augmented Pension Plan and the WML Final Salary Pension Scheme

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

Schemes on a joint and several basis up to an aggregate amount not exceeding in aggregate £27,500,000

Prepayment Holding Account means, in relation to the Company:

- (a) any of its accounts specified as such in Part C of Schedule 2 of the Security Agreement and all Related Rights, and
- (b) any other account so designated by it and the Security Trustee and all Related Rights

Real Estate means, in relation to the Company

- (a) any freehold, leasehold, licence or other interest in any immovable property (including the property identified in respect of the Company in Part A of Schedule 2 of the Security Agreement (if any)) 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 letter in the form of Schedule 8 of the Credit Agreement (Form of Resignation Request), with such amendments as the Facility Agent and the Company may agree

Scheme Document means any deed or other document constituting the Schemes

Schemes means the Johnson Group Staff Pension Scheme, the Semara Augmented Pension Plan and the WML Final Salary Pension Scheme

Secured Creditors means the Facility Agent, the Security Trustee, the Arrangers, the Lenders 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 Company from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement

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

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

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

Trustees means the trustees of each of the Schemes

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

Continuation Sheet 3 Form 395
Johnson Facilities Management Limited
(03075427)

The following are short particulars of all the property mortgaged or charged by the Company in favour of the Security Trustee under the Security Agreement

1. CREATION OF SECURITY

1 1 Legal mortgages

The Company charges and agrees to charge by way of first legal mortgage

- (a) all Real Estate in England or Wales vested in it on the date of the Security Agreement including without limitation as set out in Part A of Schedule 2 of the Security Agreement, and
- (b) all Group Shares belonging to it on the date of the Security Agreement

1 2 Fixed Charges

The Company charges and agrees 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 not the subject of a mortgage under Paragraph 1 1 (*Legal mortgages*) above),
- (b) Investments (to the extent not the subject of a mortgage under paragraph 1 1 (*Legal mortgages*) 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 1 3 (*Assignments*) 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,
- (i) any beneficial interest, claim or entitlement of it to any assets of any pension fund, and
- (j) Monetary Claims

1 3 Assignments

The Company assigns absolutely and agrees 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

1 4 Floating Charge

- (a) The Company charges 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 Company pursuant to paragraph 1 4(a) above shall be deferred in point of priority to all other Security
- (c) The floating charge created by the Company pursuant to paragraph 1 4(a) above, is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to this Security Agreement

2. CONVERSION OF FLOATING CHARGE

2 1 Conversion by notice

The Security Trustee may by notice to the Company convert the floating charge created by the Company under paragraph 1 4 (*Floating charge*) above with immediate effect into fixed charges as regards all or any of the Company's assets, rights and property specified in the notice if

- (a) an Enforcement Event has occurred,
- (b) the Security Trustee (acting reasonably) considers any Security Asset subject to such floating charge 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 immediate jeopardy, or
- (c) the Security Trustee considers (acting reasonably) that such conversion is necessary in order to protect the value of the Security Assets or the priority of the Security

2 2 Automatic conversion

The floating charge created under paragraph 1 4 (*Floating charge*) above shall automatically and immediately be converted into a fixed charge over all of the Company's assets not already subject to an effective fixed charge

- (a) if the Company takes any step to create any Security Interest in breach of paragraph 3 (*Restriction on dealings*) below over any of the Security Assets subject to such floating charge,
- (b) if any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Security Assets subject to such floating charge, or

- (c) on the occurrence of an Event of Default in respect of the Company under clause 21.7 (*Insolvency proceedings*) of the Credit Agreement

2.3 Moratorium

The floating charge created under paragraph 1.4 (*Floating charge*) above may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000

2.4 Reconversion to floating charge

Any floating charge which has crystallised under paragraph 2.1 (*Conversion by notice*) above or paragraph 2.2 (*Automatic conversion*) above may by notice in writing given at any time by the Security Trustee to the Company be reconverted into a floating charge under paragraph 1.4 (*Floating charge*) above in relation to the assets specified in such notice

3. RESTRICTION ON DEALINGS

The Company may not

- (d) create or permit to subsist any Security Interest on any of the Security Assets, or
- (e) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of all or any part of the Security Assets,

unless permitted to do so under the Credit Agreement

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 03075427

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 28th DECEMBER 2007 AND CREATED BY JOHNSON FACILITIES MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY SECURED CEDITOR 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 7th JANUARY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10th JANUARY 2008

DMG
DX



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES