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MG01

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to register
particulars of a charge for a Sco
company. To do this, please use
form MG01s

WEDNESDAY



L33

LPTFJIRA

31/03/2010

3

COMPANIES HOUSE

1

Company details

Company number

0 0 0 7 0 2 7 5

Company name in full

Drake & Scull Holdings Limited (the "Chargor")

9 For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

3 0 0 3 2 0 1 0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

A Debenture made between the Chargor (among other Companies) and the Security Trustee as
agent and security trustee for the Lenders, (the 'Debenture')

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

(i) All the Chargor's obligations and liabilities under the Loan
Documents including (without limitation) Interest, fees, banking
charges and commission, provided that the Security Trustee shall not
make a demand before the occurrence of an Event of Default which
is continuing,

(ii) to the Security Trustee and the Lenders on demand from time to
time the payment of Expenses, and

(iii) the payment to the Security Trustee and the Lenders on demand
of Interest on the UK and Canadian Liabilities and the Expenses from
the date on which the Chargor has agreed to pay Interest on them or
(in the case of any Expense) the date of payment by the Security
Trustee and/or the Lenders until the date of discharge or payment

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Bank of Montreal as agent and security trustee for the Lenders

Address 115 South LaSalle Street,

Chicago, Illinois, USA (the "Security Trustee")

Postcode 6 0 6 0 3

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

Security (other than Shares)

1 As security for the discharge and payment on demand of the UK and Canadian Liabilities and with full title guarantee, the Chargor

(a) assigns to the Security Trustee (for the benefit of the Security Trustee and the Lenders) all the plant, machinery, fixtures and fittings now and in the future belonging to the Chargor and all right, title and interest of the Chargor under any agreements now and in the future relating to the purchase, lease or hire purchase of the same, subject to reassignment on redemption,

(b) assigns to the Security Trustee (for the benefit of the Security Trustee and the Lenders) all vehicles, computers, furnishings, equipment, tools and other chattels now and in the future belonging to the Chargor and all right, title and interest of the Chargor under any agreements now and in the future relating to the purchase, lease or hire purchase of the same, not regularly disposed of in the ordinary course of business, subject to reassignment on redemption,

(c) charges to the Security Trustee (for the benefit of the Security Trustee and the Lenders) by way of fixed charge all the goodwill and uncalled capital of the Chargor now and in the future, and

(d) charges to the Security Trustee (for the benefit of the Security Trustee and the Lenders) by way of floating charge all the undertaking and all property, assets and rights of the Chargor now and in the future wherever situate not from time to time subject to a mortgage, fixed charge or assignment under the Debenture

2 Without affecting and in addition to the other rights of the Security Trustee and the Lenders under the Debenture, the Chargor charges to the Security Trustee (for the benefit of the Security Trustee and the Lenders) with full title guarantee by way of first fixed charge the Shares as security for the discharge and payment on demand (such demand being subject to the proviso that no demand will be made by the Security Trustee before the occurrence of an Event of Default which is continuing) of the UK and Canadian Liabilities

cont/d

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *SS Benin CP*

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **KABK/GSS**

Company name **SJ Berwin LLP**

Address **10 Queen Street Place**

Post town **London**

County/Region

Postcode **E C 4 R 1 B E**

Country

DX **DX 255 LONDON/CHANCERY LANE**

Telephone **+44 (0)20 7111 2222**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>The Chargor shall not without the prior written consent of the Security Trustee</p> <p>(a) (except for Permitted Encumbrances affecting the Charged Property) create or permit to arise or continue any Encumbrance affecting the Charged Property now and in the future nor increase nor extend any liability secured on any of the Charged Property now and in the future,</p> <p>(b) (except if the disposal constitutes a Permitted Transaction) dispose of the Charged Property referred to in 1(a) to 1(c) inclusive above or, following crystallisation of the floating charge referred to in 1(d) above, the Charged Property referred to in 1(d) above,</p> <p>(c) (except if the dealing constitutes a Permitted Transaction) deal with its book debts and other debts otherwise than by collecting them in the ordinary course of its business or (without limitation) realise its book debts and other debts by means of block discounting, factoring or the like, or</p> <p>(d) (except if the disposal constitutes a Permitted Transaction) dispose of the Charged Property referred to in 1(d) above other than in the ordinary course of, and for the purposes of, carrying on its trading business while the floating charge remains uncrystallised</p> <p>In this form MG01 the following terms have the following meanings</p> <p>"Borrowers" means (a) the Canadian Borrowers, (b) the UK Borrowers and (c) the US Borrowers and reference to a "Borrower" means any one of them</p> <p>"Charged Property" means (a) the property, assets and undertaking mortgaged, charged or assigned by the Chargor to the Security Trustee (for the benefit of the Security Trustee and the Lenders) referred to in (a) - (d) above and (b) the Charged Shares</p> <p>"Charged Shares" means the Shares and the Derived Assets</p> <p>"Canadian Borrowers" means and includes Comstock Canada Ltd and such other Restricted Subsidiaries organised under the Federal laws of Canada or the laws of a Province of Canada as may from time to time be designated as such in writing by EMCOR Group Inc and approved as such in writing by all Lenders (but subject to such conditions and limitations as either EMCOR Group Inc or the Lenders may impose) and a reference to a "Canadian Borrower" means any one of them</p> <p>"Canadian Guarantors" means a Canadian Subsidiary which is a Guarantor and a reference to a "Canadian Guarantor" means any one of them</p> <p>"Canadian Subsidiary" means and includes the Canadian Borrowers and such other Subsidiaries as are organised under Federal laws of Canada or the laws of a Province of Canada</p> <p>"Companies" means the following companies which are registered in England and Wales EMCOR Group (UK) plc (company number 806888), EMCOR (UK) Limited (company number 2353544), Drake & Scull Holdings Limited (company number 70275)</p> <p>"Credit Agreement" means the second amended and restated credit agreement dated as of 4 February 2010 (and as further amended and/or restated from time to time) and made between (1) EMCOR Group, Inc, Comstock Canada Ltd and EMCOR Group (UK) plc (2) the Security Trustee (individually and as agent) (3) the Lenders which are or are to become parties thereto (4) US Bank National Association and Bank of America Merrill Lynch (as syndication agents) (5) JP Morgan Chase</p>	

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Short particulars	<p>Bank N A and Fifth Third Bank (as co-documentation agents) (6) BMO Capital Markets, Bank of America Merrill Lynch and U S Bank, National Association (as joint lead arrangers and joint book runners) and (7) Lloyds TSB Corporate Markets (as senior managing agent)</p> <p>"Derived Assets" means any shares, securities, money, rights or benefits at any time deriving from or arising or offered by way of interest, dividend, income, capital, redemption, bonus, preference, option, conversion, consolidation, subdivision or otherwise in relation to any of the Shares or to any such shares, money, rights or benefits</p> <p>"Encumbrance" includes any mortgage, charge (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which has the effect of creating security or payment priority (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien)</p> <p>"Event of Default" means any event or condition specified as such in section 8 1 of the Credit Agreement</p> <p>"Expenses" means all reasonable costs, charges and expenses incurred by the Security Trustee (including but not limited to the preparation and execution of the Debenture) and all other reasonable moneys paid by the Lenders or any receiver in the perfection, protection or otherwise in connection with the Debenture and all costs of the Security Trustee, the Lenders and any receiver of all proceedings for enforcement (or bona fide attempted enforcement) of the Debenture on a full indemnity basis</p> <p>"Guarantors" means those entities listed in Schedule 4 2 of the Credit Agreement and such other Restricted Subsidiaries (other than Restricted Subsidiaries which are not Wholly-Owned Subsidiaries and any captive insurance company or captive surety company which is a Restricted Subsidiary) as the Required Lenders may from time to time designate as Guarantors in a written notice to EMCOR Group Inc provided that such Subsidiary has assets in excess of \$10,000,000 or such other Restricted Subsidiaries as EMCOR Group Inc may from time to time designate and a reference to "Guarantor" means anyone of them</p> <p>"Interest" means interest at the same rate as is payable by a Borrower pursuant to the terms of the Credit Agreement</p> <p>"Lenders" shall mean from time to time the parties to the Credit Agreement other than the Borrowers, including any assignee pursuant to Section 11 18 thereof, and unless the content requires otherwise, the Swing Line Lender</p> <p>"Loan Documents" means the Credit Agreement and other documents referred to in the definition of "Loan Documents" in the Credit Agreement</p> <p>"Permitted Encumbrances" means Encumbrances created, or permitted to subsist, under the provisos to sections 4 1 and 7 11 of the Credit Agreement (which include the Specified Encumbrances)</p> <p>"Permitted Transaction" means the making of investment, loans, acquisitions, advances, guarantees and the other transactions which are permitted under sections 7 12 to 7 16 (inclusive) of</p>	

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Short particulars

the Credit Agreement

"Person" means any person, firm, corporation, limited liability company, partnership, joint venture or other entity

"Required Lenders" shall mean at any time Lenders whose commitments under the Credit Agreement aggregate 50 % or more

"Restricted Subsidiaries" means those Subsidiaries designated as such in Schedule 5.2 of the Credit Agreement and all other Subsidiaries becoming Restricted Subsidiaries pursuant thereto. Any corporation or other entity which is a Subsidiary but which is not organised under the laws of, and conducts business primarily in a jurisdiction which is not part of, a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Canada or a province thereof or the United Kingdom is not a Restricted Subsidiary

"Shares" means the shares listed in Schedule 2 of the Debenture which in relation to the Chargor are no shares

"Specified Encumbrances" means the Encumbrances listed below

	Description of Encumbrance	Date of Creation	Name of Mortgagee/ Chargee
The Chargor	Debenture	05 11 02	Harris Trust and Savings Bank
The Chargor	Debenture	12 01 06	Harris N A

"UK and Canadian Liabilities" means

(a) all obligations and liabilities of the UK Borrowers and the Canadian Borrowers to the Lenders and the Security Trustee (in its capacity as agent and security trustee for itself and the Lenders) under the Loan Documents, and

(b) all obligations and liabilities of the UK Guarantors and the Canadian Guarantors to the Lenders and the Security Trustee (in its capacity as agent and security trustee for itself and the Lenders) under the Loan Documents,

and a reference to "UK and Canadian Liabilities" shall include (without limitation) any increased or additional obligations or liabilities of the UK Borrowers, the Canadian Borrowers, the UK Guarantors and the Canadian Guarantors, any increased banking or credit facilities made available to any of them and/or any other change in the nature and/or extent of any of their obligations or liabilities under the Loan Documents

"Subsidiary" means, as to any particular parent corporation or other entity, any other entity at least 50.1% of the Voting Stock of which is at the time directly or indirectly owned by such parent corporation or limited liability company or by any one or more other corporations or limited liability

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Short particulars

companies or other entities which are themselves subsidiaries of such parent corporation or limited liability company

"Swing Line Lender" means Bank of Montreal, acting in its capacity as Lender of Swing Loans thereunder, or any successor Lender acting in such capacity pursuant to Section 11 17 thereof

"Swing Loans" as defined in Section 1 8 of the Credit Agreement

"UK Borrowers" means and includes EMCOR Group (UK) plc and such other Restricted Subsidiaries organised under the laws of the United Kingdom as may from time to time be designated as such in writing by EMCOR Group Inc and approved as such in writing by all Lenders (but subject to such conditions and limitations as either EMCOR Group Inc or the lenders may impose and a reference to a "UK Borrower" means any one of them

"UK Guarantors" means a UK Subsidiary which is a Guarantor (as both of those terms are defined in the Credit Agreement) and a reference to a "UK Guarantor" means any one of them

"UK Subsidiaries" means the U K Borrowers and such other Subsidiaries organised under the laws of the United Kingdom

"US Borrowers" means EMCOR Group Inc and such other Restricted Subsidiaries organised under the laws of the United States of America as may from time to time be designated as such in writing by EMCOR Group Inc and approved as such in writing by all Lenders (but subject to such conditions and limitations as EMCOR Group Inc or Lenders may impose) and a reference to a "US Borrower" means any one of them

"Voting Stock" of any Person means capital stock or other equity interests of any class or classes (however designated) having ordinary power for election of directors of such Person, other than stock having such power only by reason of the happening of a contingency

"Wholly-Owned Subsidiary" means a Subsidiary of which all of the issued and outstanding shares of capital stock (other than directors' qualifying shares as required by law and other than shares held by others for licensing purposes) or other equity interests are owned by EMCOR Group Inc and/or one or more wholly-owned subsidiaries within the meaning of the definition



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 70275
CHARGE NO. 9**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 MARCH
2010 AND CREATED BY DRAKE & SCULL HOLDINGS LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY AND/OR ALL OR ANY OF THE COMPANIES
NAMED THEREIN TO BANK OF MONTREAL AS AGENT AND
SECURITY TRUSTEE FOR THE LENDERS ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 31 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 APRIL 2010

PO
J.J.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES