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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)

For official use

Company number

013

01803796

Name of company

* S&W Berisford Limited (the "Charging Company").

Date of creation of the charge

20th February, 2002.

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

Supplemental Security Agreement dated 20th February, 2002 between, amongst others, the Charging Company and the Facility Agent (as defined below) (the "**Supplemental Security Agreement**") which is supplemental to the security agreement dated 20th November, 2001 between the Chargors (as defined below) and the Facility Agent.

Amount secured by the mortgage or charge

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

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

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

Postcode EC2M 3UR

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

Allen & Overy
One New Change
London EC4M 9QQ
RETURN VIA CH LONDON
COUNTER

IVT/P520/BK:941127.1

Time critical reference

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

0032
08/03/02

Short particulars of all the property mortgaged or charged

See continuation sheets.

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 7th March, 2002
On behalf of ~~[company]~~ ~~[mortgagee]~~ ~~[chargee]~~ †

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

Short particulars of all property mortgaged or charged.

1. Creation of Security

- (a) All the security created under the Security Agreement:
 - (i) is created in favour of the Facility Agent;
 - (ii) is security for the payment of all the Secured Liabilities; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of the Charging Company under a document cannot be secured without the consent of a party to that document:
 - (i) the Charging Company must notify the Facility Agent promptly;
 - (ii) this Security will secure all amounts which the Charging Company may receive, or has received, under that document but exclude the document itself; and
 - (iii) if the Facility Agent requires, the Charging Company must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Security Agreement.
- (c) The Facility Agent holds the benefit of the Security Agreement on trust for the Finance Parties.

2. Land

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

subject, in the case of any leasehold properties, to any necessary third party's consent to such mortgage being obtained.
- (b) A reference in this subclause to a mortgage or charge of any freehold or leasehold property includes:

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

3. Investments

(a) The Charging Company charges:

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

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

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

4. Plant and machinery

(a) The Charging Company 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.

5. Credit balances

(a) The Charging Company 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 this Deed) it has with any person and the debt represented by it.

6. Book debts etc.

The Charging Company charges by way of a first fixed charge:

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

7. Insurances

The Charging Company 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.

8. Other contracts

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

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

9. Intellectual property

- (a) The Charging Company 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 1 to this Form 395 under its name under the heading **Specific Intellectual Property Rights**;
 - (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.

10. Miscellaneous

- (a) The Charging Company 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 (c) above; and
 - (v) its uncalled capital.

11. Floating charge

- (a) The Charging Company charges by way of a first floating charge all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause.
- (b) The Facility Agent may by notice to the Charging Company convert the floating charge created by the Charging Company under this subclause 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.

N.B. 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:

"Accession Deed"

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

"Additional Borrower"

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

"Additional Guarantor"

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

"Additional Obligor"

means an Additional Borrower or an Additional Guarantor.

"Administrative Party"

means an Arranger, the Issuing Bank or the Facility Agent.

"Affiliate"

means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company.

"Ancillary Commitment"

means the maximum amount of Ancillary Outstandings that can be incurred under an Ancillary Facility Document.

"Ancillary Facility"

means any facility or financial accommodation required in connection with the business of the Group and established under clause 8 (Ancillary Facilities) of the New Credit Agreement. This may include any overdraft, foreign exchange, guarantee or banking facility.

"Ancillary Facility Document"

means any document evidencing any Ancillary Facility.

"Ancillary Outstandings"

means the equivalent in Dollars of the principal amount actually or contingently outstanding under an Ancillary Facility, as calculated under the Ancillary Facility Document(s) for that Ancillary Facility.

"Arrangers"

means Credit Suisse First Boston and The Royal Bank of Scotland plc.

"Bilateral Documents"

means the Bilaterals Letter and any documents entered into from time to time by a member of the Group with The Royal Bank of Scotland plc evidencing a utilisation of the facilities described in the Bilaterals Letter.

"Bilaterals Letter"

means the letter or letters between the Company and The Royal Bank of Scotland plc entered into from time to time and describing bilateral facilities between members of the Group and The Royal Bank of Scotland plc in each case as designated a **"Bilaterals Letter"** for the purposes of the Finance Documents by the Company and the Facility Agent.

"Borrower"

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

"Bridge Facility"

means the bridge facility in an amount of up to £150,000,000 to be made available to Enodis plc by Credit Suisse First Boston and The Royal Bank of Scotland plc under the terms of the Bridge Facility Agreement.

Company: S&W Berisford Limited
Company No: 01803796
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"Bridge Facility Agreement"

means the bridge facility agreement dated on or about the date of the New Credit Agreement between Enodis plc as borrower and Credit Suisse First Boston and The Royal Bank of Scotland plc as lenders.

"Category One Property"

means any property listed as Category One Property in the schedule to this Form 395.

"Category Two Property"

means any property listed as Category Two Property in the schedule to this Form 395.

"Chargors"

means Enodis Plc; Belshaw U.K. Limited; Enodis Property Group Limited; Enodis Investments Limited; Enodis Property Developments Limited; Enodis U.K. Limited; Merrychef Limited; Viscount Catering Limited; Whitlence Drink Equipment Limited; Berisford Holdings Limited; Berisford Industrial Holdings Limited; Berisford Industries Limited; Berisford International Limited; S&W Berisford Limited; Berisford Bristar Limited; Berisford Bristar (Investments) Limited; Steamhammer Limited; Temp-Rite International Limited; Kitchen Ventilation Services Limited; Vent Master (Europe) Limited; Merrychef Holdings Limited; Elvadene Limited; Meliora Spectare Limited; Ecclesfield Properties Limited; Scotsman Beverage Systems Limited; Whitlence Acquisition Limited; Saw Technologies Limited; Homark Holdings Limited; The Homark Group Limited; Convotharm Limited; and JH Rayner (Mincing Lane) Limited.

"Closing"

means the date Facility A and Facility B are each drawdown under the terms of the New Credit Agreement.

"Commitment"

means a Revolving Credit Commitment, an Ancillary Commitment, a Facility A Commitment, or a Facility B Commitment (or all or any of them) as the case may be.

"Company"

means Enodis Holdings Limited.

"Credit Agreement"

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

"Daylight Facility"

means the daylight facility dated the date of the New Credit Agreement in an amount of up to £150,000,000 to be made available to Enodis Holdings Limited under the terms of the Daylight Facility Agreement.

Company: S&W Berisford Limited
Company No: 01803796
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"Daylight Facility Agreement"

means the facility agreement dated on or about the date of the New Credit Agreement between Credit Suisse First Boston and The Royal Bank of Scotland plc as lenders and Enodis Holdings Limited as borrower.

"Dollars" or "US\$"

means the lawful currency for the time being of the United States

"Event of Default"

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

"Facility A"

means the term loan facility referred to in clause 2.1 (Facility A) of the New Credit Agreement.

"Facility A Commitment"

means:

- (a) for an Original Lender, the amount set opposite its name in schedule 1 (Original Parties) of the New Credit Agreement under the heading **"Facility A Commitments"** and the amount of any other Facility A Commitment it acquires; and
 - (b) for any other Lender, the amount of any Facility A Commitment it acquires,
- to the extent not cancelled, transferred or reduced under the New Credit Agreement.

"Facility B"

means the term loan facility referred to in clause 2.2 (Facility B) of the New Credit Agreement.

"Facility B Commitment"

means:

- (a) for an Original Lender, the amount set opposite its name in schedule 1 (Original Parties) of the New Credit Agreement under the heading **"Facility B Commitments"** and the amount of any other Facility B Commitment it acquires; and
 - (b) for any other Lender, the amount of any Facility B Commitment it acquires,
- to the extent not cancelled, transferred or reduced under the New Credit Agreement.

"Fee Letter"

means any letter entered into by reference to the New Credit Agreement between one or more Administrative Parties and the Company 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 Security Agreement;
- (d) the Syndication Letter;
- (e) a Security Document;
- (f) a Fee Letter;
- (g) a Transfer Certificate;
- (h) an Accession Deed;
- (i) the Syndication Agreement;
- (j) an Ancillary Facility Document;
- (k) a Hedging Document;
- (l) the Hedging Letter;
- (m) the Priority Deed;
- (n) the Subordination Agreement;
- (o) a Bilateral Document;
- (p) the Bilaterals Letter;
- (q) the letter dated the date of the New Credit Agreement between Enodis plc, the Company and the Facility Agent relating to amongst other things, payments to be made by the Company and Enodis plc pursuant to the Funds Flow Statement;
- (r) the Daylight Facility Agreement; or
- (s) any other document designated as such by the Facility Agent and the Company.

"Finance Party"

means:

- (a) a Finance Party as defined in the Credit Agreement;
- (b) a Lender or an Administrative Party;
- (c) the Hedging Banks; or

Company: S&W Berisford Limited
Company No: 01803796
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- (d) any other bank or financial institution party to a Finance Document other than a Finance Party as defined in the New Credit Agreement, a party will only become a Finance Party for the purposes of the Security Agreement once they become a party to the Priority Deed.

"Funds Flow Statement"

means the statement prepared by Enodis plc and agreed with the Facility Agent showing the funds flow of the proceeds of Facility A and Facility B, the Bridge Facility, the Daylight Facility and the Subordinated Intercompany Loan immediately prior to or after Closing.

"Group"

means the Company and its Subsidiaries and any company in which the Company or any of its Subsidiaries together with one or more Subsidiaries of the Company own 51 per cent. or more of the issued share capital.

"Guarantor"

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

"Hedging Banks"

means each bank or financial institution (if any) named in schedule 3 to the Priority Deed and any other bank or financial institution which becomes a party to the Priority Deed as a Hedging Bank under clause 5.1 (Accession of Hedging Banks) of the Priority Deed in each case in its capacity as provider of interest rate or currency swap or other hedging facilities to any of the Obligor.

"Hedging Documents"

means any ISDA master agreement and other currency or interest hedging agreements or documents in each case in form and substance satisfactory to the Facility Agent and which may be entered into by a member of the Group with a Lender or Affiliate thereof as contemplated in the Hedging Letter.

"Hedging Letter"

means a letter dated on or about Closing between the Company and the Facility Agent relating to the interest hedging on at least fifty per cent. (50%) of all amounts outstanding under Facility A and Facility B and currency hedging to be effected by the Group.

"Holding Company"

means a holding company within the meaning of section 736 of the Companies Act 1985.

"Issuing Bank"

means the Royal Bank of Scotland plc.

"Lender"

means:

- (a) an Original Lender; or

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

"New Credit Agreement"

means the credit agreement dated on or about the date of the Supplemental Security Agreement between (amongst others) Enodis Holdings Limited, Enodis Group Limited, the Chargors and the Facility Agent pursuant to which the obligations of Enodis plc under the Credit Agreement will indirectly be refinanced by a loan from the Lenders to Enodis Holdings Limited, the proceeds of which are to be applied by Enodis Holdings Limited in payment of an intercompany account due to Enodis plc in connection with the transfer of assets by Enodis plc to Enodis Holdings Limited and the application of such proceeds by Enodis plc in repayment of all or part of amounts outstanding under the Credit Agreement.

"Obligor"

means a Borrower or a Guarantor.

"Original Borrowers"

means the Company, Enodis Group Limited, Enodis Corporation and Kysor Industrial Corporation.

"Original Guarantors"

means Enodis Holdings Limited; Enodis Group Limited; Belshaw U.K. Limited; Berisford-Charter Residential Limited; Enodis Property Group Limited; Enodis Investments Limited; Enodis Property Developments Limited; Enodis UK Limited; Merrychef Limited; Viscount Catering Limited; Whitlenge Drink Equipment Limited; Berisford Bristar (Investments) Limited; Berisford Bristar Limited; Berisford Holdings Limited; Berisford Industrial Holdings Limited; Berisford Industries Limited; Berisford International Limited; Convotherm Limited; Ecclesfield Properties Limited; Elvadene Limited; Homark Holdings Limited; JH Rayner (Mincing Lane) Limited; Kitchen Ventilation Services Limited; Meliora Spectare Limited; Meliora Spectare Limited; Merrychef Holdings Limited; S&W Berisford Limited; Saw Technologies Limited; Scotsman Beverage Systems Limited; Steamhammer Limited; Temp-Rite International Limited; The Homark Group Limited; Vent Master (Europe) Limited; Whitlenge Acquisition Limited; Mile High Equipment Company; Belshaw Bros., Inc.; Berisford General Partnership; Berisford Inc.; Cleveland Range, Inc.; DFC Holding Corporation; Enodis Corporation; Enodis Technology Center, Inc.; Jackson MSC Inc.; Kysor Business Trust; Kysor Holdings Inc.; Merco/Savory, Inc.; Nashville Holding Company; Proton, Inc.; Scotsman Industries, Inc.; Scotsman Group Inc.; The Delfield Company; Welbilt Holding Company; Welbilt Walk-Ins, LP; Lincoln Foodservice Products, Inc; Frymaster L.L.C.; Kysor CNI, Inc.; Kysor Industrial Corporation; Garland Commercial Industries, Inc.; Aladdin Temp-Rite LLC; Charles Needham Industries, Inc.; Aladdin Temp-Rite Canada, Inc.; Cleveland Range Ltd.; Garland Commercial Ranges Limited; Convotherm-Elektrogeräte GmbH; Enodis Deutschland GmbH; Hartek Beverage; Handling GmbH; Temp-Rite International Gesellschaft mit beschränkter Haftung; Temp-Rite International Holdings GmbH; Glenluce Limited; Beleggingsmaatschappij Interrub B.V.; Boeken Offsetdrukkerij Kuyte B.V.; Enodis Nederland B.V.; H. Tieskens Beheer B.V.; H. Tieskens Exploitatie B.V; Temp-Rite International Holdings B.V.

"Original Lenders"

means Credit Suisse First Boston and National Westminster Bank Plc.

"Party"

means a party to the New Credit Agreement.

"Priority Deed"

means the priority deed dated on or about the date of the New Credit Agreement between, among others, the Finance Parties and certain members of the Group as intercompany debtors and creditors.

"Revolving Credit Commitment"

means:

(a) for an Original Lender, the amount set opposite its name in schedule 1 (Original Parties) of the New Credit Agreement under the heading **"Revolving Credit Commitments"** and the amount of any other Revolving Credit Commitment it acquires; and

(b) for any other Lender, the amount of any Revolving Credit Commitment it acquires,

to the extent not cancelled, transferred or reduced under the New Credit Agreement.

"Security Agreement"

means the security agreement dated 20th November, 2002 between the chargors and the Facility Agent, as supplemented by the Supplemental Security Agreement.

"Security Assets"

means all assets of each Chargor the subject of any security created by the Security Agreement.

"Security Document"

means:

(a) each security document listed in part I of schedule 2 (conditions precedent documents) of the New Credit Agreement under the heading "Security Documents"; and

(b) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents which is entered into from time to time.

"Security Interest"

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

"Subordinated Intercompany Loan"

means the subordinated intercompany loan in an amount of up to £150,000,000 (reduced as provided in clause 23.37 of the New Credit Agreement) made available to the Company pursuant to the terms of the Subordinated Intercompany Loan Agreement.

Company: S&W Berisford Limited
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"Subordinated Intercompany Loan Agreement"

means the agreement dated on or about the date of Closing between Enodis plc as lender and the Company as borrower.

"Subordination Agreement"

means the deed dated on or about the date of Closing between Enodis plc, the Company and the Facility Agent relating to the subordination of the Subordinated Intercompany Loan.

"Subsidiary"

means:

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

"Syndication Agreement"

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

"Syndication Letter"

means the letter dated on or about the date of the New Credit Agreement from the Arrangers to Enodis plc, countersigned by Enodis plc by way of acceptance.

"Transfer Certificate"

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

Project Elevator

Detailed Timetable

As of 6 March, 2002

Indicative Timetable

FEBRUARY 2002							MARCH 2002							APRIL 2002						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	1	4	5	6	7	8	9	2	1	2	3	4	5	6
10	11	12	13	14	15	16	1	11	12	13	14	15	16	9	7	8	9	10	11	12
17	18	19	20	21	22	23	2	18	19	20	21	22	23	16	14	15	16	17	18	19
24	25	26	27	28			3	25	26	27	28	29	30	23	21	22	23	24	25	26
							31							30	28	29				

DETAILED TIMETABLE

Date	Events	Primary Responsibility	A. Allner / D. McCulloch required
Wed, 6 March	<ul style="list-style-type: none"> Rehearsal/Finalisation of high yield roadshow presentation (7:00 a.m. - 10:00 a.m.) 	E, CSFB, RBS	✓
Thu, 7 March	<ul style="list-style-type: none"> Print HY offering circular 	Printers	
Monday, 11 March	<ul style="list-style-type: none"> Distribution of printed HY circulars completed Management presentation to HY salesforces (7:45am, CSFB) Departure for Edinburgh for first day of road show (10:40am) Circulate Draft Bank Presentation to Working Group 	Printers E, CSFB, RBS E, CSFB, RBS CSFB, RBS, E	✓ ✓
Tuesday, 12 March	<ul style="list-style-type: none"> PwC finalise Long Form Report if substantial updates required High Yield Roadshow (London) 	PwC, CSFB, RBS E, CSFB, RBS	✓
Wednesday, 13 March	<ul style="list-style-type: none"> HY Roadshow (London) Depart for Frankfurt of Roadshow team (8:30pm) 	E, CSFB, RBS E, CSFB, RBS	✓ ✓
Thursday, 14 March	<ul style="list-style-type: none"> HY Roadshow (Frankfurt/Munich) Finalise Information Memorandum with Working Group 	E, CSFB, RBS E, RBS, CSFB	✓
Friday, 15 March	<ul style="list-style-type: none"> End of HY Roadshow (Paris/Amsterdam) Last date for receipt of rating reports/opinions 	E, CSFB, RBS	✓
Monday, 18 March	<ul style="list-style-type: none"> EGM to approve increase of capital (10:00 am) Post Provisional Allotment Letters Launch Senior Debt Financing to key relationship banks Finalise Bank Presentation 	E E CSFB, RBS E, CSFB, RBS	✓ ✓ ✓

Legend:

E=Enodis; CC=Clifford Chance; C=Cravath, Swaine & Moore; HS=Herbert Smith; A&O=Allen&Overy; D&T=Deloitte&Touche; PwC=PriceWaterhouseCoopers

Indicative Timetable

FEBRUARY 2002

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH 2002

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2002

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Date	Events	Primary Responsibility	A. Allner / D McCulloch required
Tuesday, 19 March	• Nil Paid start trading		
	• Pricing of HY offering	E, CSFB, RBS	✓ (by phone)
Wednesday, 20 March	• Presentation to key relationship banks (London - 10am-2pm)	E, CSFB, RBS	✓
Thu, 21 - Fri, 22 March	• Management available for meetings in the US	E, CSFB, RBS	✓
Tuesday, 26 March	• Closing of HY offering (T+5)		
Monday, 8 April	• Rights Issue ends		
Tuesday, 9 April	• Cash from the rights issue received	E	
	• Placement of rights issue rump	CSFB	
Thursday, 11 April	• Cash from rump placement received (T+2)	E	
Friday, 12 April	• Commitment due from relationship banks on Bank Facility	CSFB, RBS	
Monday, 15 April	• Distribution of documentation	CSFB, RBS	
Friday, 19 April	• Confirmation of banks commitments		
Tuesday, 23 April	• Sign lead banks into documentation	CSFB, RBS	
Wednesday, 24 April	• Launch Senior Bank Facility to general syndication	CSFB, RBS	
Friday, 26 April	• Presentation to general syndicate banks (requirement for a NY presentation to be determined)	E, CSFB, RBS	✓
Friday, 17 May	• Commitments due from general syndicate banks	CSFB, RBS	
Monday, 20 May	• Distribution of banking documentation to Syndicate Banks	CSFB, RBS	
Wednesday, 29 May	• Confirmation of commitments from Syndicate Banks		
Friday, 31 May	• Signing of banks into Senior Bank Facility	CSFB, RBS, CC, A&O	

Legend:

E=Enodis; CC=Clifford Chance; C=Cravath, Swaine & Moore; HS=Herbert Smith; A&O=Allen&Overy; D&T=Deloitte&Touche; PwC=PriceWaterhouseCoopers

SCHEDULE 1 - SECURITY ASSETS

REAL PROPERTY

ENODIS REAL ESTATE

UNITED KINGDOM

Property	Chargor	Freehold/Leasehold Title Number/Lease details	Category One ("One")/ Category Two ("Two")
13 Lower Bristol Road, Bath	Enodis Investments Limited	Freehold AV190171	One
42 West Street, Gravesend	Berisford Charter Residential Limited	Leasehold K702855 1 December 1990 (1) Pinecraven Developments Plc (2) Adrian John Hibbert and Christopher John Nicholson and (3) Gravesend Maltings Management Limited. Expiring 24 March 2114	One
51 Bath Street, Gravesend	Enodis Investments Limited	Freehold K709759	One
52 Bath Street, Gravesend	Enodis Investments Limited	Freehold	One

Company: S&W Berisford Limited
Company No: 01803796

Property	Chargor	Freehold/Leasehold Title Number/Lease details	Category One ("One")/ Category Two ("Two")
		K709757	
53 Bath Street, Gravesend	Enodis Investments Limited	Freehold K709758	One
57 Bath Street, Gravesend	Enodis Investments Limited	Freehold K800096	One
1 Baker Street, London	Berisford Industries Limited	Leasehold NGL648635 7 November 1989 (1) Chartwell Land Plc (2) Berisford Property Holdings Plc. Expiring 20 August 2014	One
Unit 8, Eldon Way Industrial Estate, Paddock Wood	Steamhammer Limited	Leasehold 28 July 1970 K347491 (1) Eldonwall Industrial Estates Limited (2) Francis Rugby Limited (3) Thomas Simpson Coleman and Glory Edith Coleman Expiring 24 December 2004	One
Unit 10 Eldon Way Industrial Estate, Paddock Wood	Steamhammer Limited	Leasehold	One

Property	Chargor	Freehold/Leasehold Title Number/Lease details	Category One ("One")/ Category Two ("Two")
		K407742 (1) Eldonwall Industrial Estates Limited (2) Racking Services Limited Expiring 28 September 2004	
Unit 12 Eldon Way Industrial Estate, Paddock Wood	Steamhammer Limited	Leasehold K343587 6 April 1970 (1) Eldonwall Industrial Estate Limited (2) Allied Plastics (MLG) Limited (3) Allied Manufacturing Company (London) Limited Expiring 28 September 2004	One
Unit 44 Eldon Way Industrial Estate Paddock Wood	Steamhammer Limited	Leasehold K354594 31 December 1970 (1) Eldonwall Industrial Estates Limited (2) Al-ko Britain Limited 28 September 2005	One
20 Bradley Road, Wootton under Edge	J H Rayner (Mincing) Lane Limited	Freehold Unregistered - Root Conveyance dated 30 June 1980 between (1) Derek Philip Hull and (2) J H	One

Company: S&W Berisford Limited
Company No: 01803796

Property	Chargor	Freehold/Leasehold Title Number/Lease details	Category One ("One")/ Category Two ("Two")
5 th and 6 th Floors, 40 Conduit Street, London	Enodis Plc	Raynor (Mincing Lane) Limited Leasehold 18 November 1998 (1) Asticus (UK) Limited and (2) Berisford Plc. Expiring 17 November 2013	One
100-108 Markfield Road, London	Enodis Property Developments Limited	Leasehold NGL241500 11 March 1974 (1) M Gold & Co (Metals) Limited (2) Harrison Barber & Company Limited (3) Smithfield & Zwanesburg Group Limited. Expiring 2024	One
Unit 7-13 Halesowen Industrial Park, Chancel Way, Halesowen	Whitlence Drink Equipment Limited	Leasehold Unit 7 - occupy without documentation (produce tenancy) Unit 8 - expiry 24 December 2004 Unit 9 - expiry 23 June 2006 Unit 10-12 - expiry 24 March 2004 Unit 13 - expiry 24 March 2004	One
Provincial Park Sheffield	Viscount Catering Limited	Leasehold	Two

Property	Chargor	Freehold/Leasehold Title Number/Lease details	Category One ("One")/ Category Two ("Two")
		30 March 2001 (1) Logical Pace Limited (2) Whitlence Drink Equipment Limited (3) Enodis Plc	
Unit 3, Eastern Road, Aldershot	Enodis Plc	Leasehold (1) Wynstay Properties plc and (2) Enodis Plc expiring 28 September, 2003	Two
2 nd Floor, St James House, 150 London Road, East Grinstead	Enodis Plc	Leasehold 23 September 1999 (1) Milk Pension Fund Trustees Limited and Dairy Crest Pension Trustees Limited and (2) Berisford Plc. Expiring 24 March 2011	Two
34-36 Crown Street, Reading	Enodis Plc	Leasehold 1 February 1989 (1) GDG Properties Limited and (2) Berisford Leasing Limited. Expiring 31 January 2014	Two
Dominion House, 17 Woodbridge Road, Guildford	Enodis Property Developments Limited	Freehold	Two
Ex Sugarbeet Factory site - Station Road, Felstead (excluding Phases I and II of the project for which building licences have been	Enodis Property Development Limited	Freehold EX438209, EX415617 and EX400035	Two

Property	Chargor	Freehold/Leasehold Title Number/Lease details	Category One ("One")/ Category Two ("Two")
granted to housebuilders)			
Building A, The Guildway, Guildford	Enodis Plc	Leasehold Agreement for Lease 22 December 2000 (1) Denskill Limited (2) Enodis Plc (3) Amee Developments Limited Lease for term of 15 years	Two
Banner Lane, Coventry	Enodis Plc	Freehold	Two
Station Road West, Ash Vale, Aldershot, Hampshire	Merrychef Limited	Leasehold (1) Beverly John Boug and (2) Merrychef Limited Lease term 20 years	Two
Unit 3A Victory Park Frindsbury Enterprise Zone, Strood, Rochester	Vent Master (Europe) Limited	Leasehold. 727 Plant Ltd to Ventmaster	Two
Unit 5 & 6 Victory Park Frindsbury Enterprise Zone, Strood, Rochester	Vent Master (Europe) Limited	Leasehold. Messrs Hurst, Hondret & Carrega to Ventmaster	Two
Units 14, 15 & 16 Neptune	Vent Master (Europe) Limited	Leasehold. Messrs Seal, Field & Ratcliffe to	Two

Company: S&W Berisford Limited
Company No: 01803796

Property	Chargor	Freehold/Leasehold Title Number/Lease details	Category One ("One")/ Category Two ("Two")
Business Estate, Rochester		Ventmaster	
Unit 17 Neptune Business Estate, Rochester	Vent Master (Europe) Limited	Leasehold. Messrs Seal, Field & Ratcliffe to Ventmaster	Two
Swallow Field Way	Enodis UK Limited	Leasehold 25 April 1990 (1) CIN Properties Limited (2) Alustock Limited Expiring 10 July 2003	Two
Unit 4 Brook Industrial Estate, Bullsbrook Road, Hayes, Middlesex	Convotherm Limited	Leasehold 4 June 1997 (1) Banque Nationale de Paris plc (2) Convotherm Limited Expiry 21 April 2001	Two
12 Haywood Forge Halesowen	The Homark Group Limited	Leasehold (1) Foller Properties Limited (2) Vincent Catering Limited	Two

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Enodis plc

Application No.	Country	Filed	Int. Classes
845352	Australia	07-Aug-00	7, 9, 11, 21, 37
6354/00	Bosnia-Herzegovina	10-Nov-00	7, 9, 11, 21, 37
823388794	Brazil	13-Nov-00	37
823388808	Brazil	13-Nov-00	21
823388816	Brazil	13-Nov-00	11
823388824	Brazil	13-Nov-00	9
823388832	Brazil	13-Nov-00	7
1072029	Canada	22-Aug-00	7, 9, 11, 21, 37
507612	Chile	07-Nov-00	7
507613	Chile	10-Nov-00	9
507614	Chile	10-Nov-00	11
507615	Chile	10-Nov-00	21
507616	Chile	10-Nov-00	37
20001561	Croatia	10-Nov-00	7, 9, 11, 20, 21, 37
2000/04095	Eire	07-Nov-00	7, 9, 11, 21, 37
Device No. 3999	International TM		
626785	New Zealand	08-Nov-00	7
626786	New Zealand	08-Nov-00	9
626787	New Zealand	08-Nov-00	11
626788	New Zealand	08-Nov-00	21
626789	New Zealand	08-Nov-00	37
2000122181	South Africa	07-Nov-00	7
2000122182	South Africa	07-Nov-00	9
2000122183	South Africa	07-Nov-00	11
2000122184	South Africa	07-Nov-00	21
2000122185	South Africa	07-Nov-00	37
89069943	Taiwan	04-Dec-00	37
89069944	Taiwan	04-Dec-00	21
89069945	Taiwan	04-Dec-00	11
89069946	Taiwan	04-Dec-00	9
89069947	Taiwan	04-Dec-00	7
438083	Thailand	10-Nov-00	7
438084	Thailand	10-Nov-00	9
438085	Thailand	10-Nov-00	11
438086	Thailand	10-Nov-00	21
438087	Thailand	10-Nov-00	37
2232138	U.K.	11-May-00	7, 9, 11, 21, 37
2251349	U.K.	02-Nov-00	7, 9, 11, 21, 37
2251348	U.K.	02-Nov-00	7, 9, 11, 21, 37
76/145635	U.S.A.	12-Oct-00	7, 9, 11, 21, 37, 42

Country	Title	Applicant	App No.	Filed
EPO	Microwave oven	Merrychef Limited	94304454.5	
France	Microwave oven	Merrychef Limited	94304454.5	
Germany	Microwave oven	Merrychef Limited	94304454.5	
Italy	Microwave oven	Merrychef Limited	94304454.5	
PCT	Ovens with catalytic converters	Merrychef Limited	PCT/GB00/04156	
USA	Ovens with catalytic converters	Merrychef Limited	09/564622	
USA	Microwave heating	Merrychef Limited		
USA	Programmable cooking systems	Merrychef Limited		
USA	Microwave oven	Merrychef Limited	08/261547	
CTM		Merrychef Limited	1501345	09.02.00
CTM		Merrychef Limited	1501287	09.02.00
CTM		Merrychef Limited	2152932	29.03.01
CTM		Merrychef Limited	1501386	09.02.00
UK		Merrychef Limited	1539802	25.06.93
UK		Merrychef Limited	1539798	25.06.93
UK		Merrychef Limited	2219333	14.01.00
UK		Merrychef Limited	953921	21.01.70
UK		Merrychef Limited	953922	21.01.70
UK		Merrychef Limited	2265684	29.03.01
UK		Merrychef Limited	2221928	10.02.00
UK		Merrychef Limited	2221930	10.02.00
UK		The Homark Group Limited	1520324	01.12.92
UK		The Homark Group Limited	1397736	26.09.89
UK		Viscount Catering Limited	2020694	17.05.95
UK		Viscount Catering Limited	2020686	17.05.95
UK		Viscount Catering Limited	2017360	11.04.95
UK		Viscount Catering Limited	2017357	11.04.95
US		Merrychef Limited	73/694590	09.11.87
USA		Merrychef Limited	76/165375	15.11.00
USA		Merrychef Limited	76/165376	15.11.00

Company: S&W Berisford Limited
Company No: 01803796

Patent Application Number	Country	Registered Proprietor
9800533.3	Great Britain	SAW Technology Limited
2333156	Great Britain	Whitlence Drink Equipment Limited
9936750	PCT	Whitlence Drink Equipment Limited
1070232	EP	Whitlence Drink Equipment Limited
9800532.5	Great Britain	SAW Technology Limited
2334221	Great Britain	Whitlence Drink Equipment Limited
9936346	PCT	Whitlence Drink Equipment Limited
1047624	EP	Whitlence Drink Equipment Limited

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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. 01803796

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL SECURITY AGREEMENT BETWEEN, AMONGST OTHERS, THE CHARGING COMPANY AND THE FACILITY AGENT WHICH IS SUPPLEMENTAL TO THE SECURITY AGREEMENT DATED 20 NOVEMBER 2001 BETWEEN THE CHARGORS AND THE FACILITY AGENT DATED THE 20th FEBRUARY 2002 AND CREATED BY S & W BERISFORD LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE OF EACH OBLIGOR TO ANY FINANCE PARTY UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th MARCH 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th MARCH 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

L.C
MB