

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

NW 20x2
145265

Company number

04330202

Name of company

* Enodis Group Limited (the "**Chargor**")

Date of creation of the charge

20th February, 2002

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

Security Agreement dated 20th February, 2002 between the Chargor, Enodis Holdings Limited 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 Obligor to any Finance Party under each Finance Document to which an Obligor 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 (the "**Secured Liabilities**")

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

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

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

CVC/TTG/934802.1

Time critical reference

For official Use
Mortgage Section

Post room



LD7
COMPANIES HOUSE

0042
08/03/02

Short particulars of all the property mortgaged or charged

Please 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 *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 THE PROPERTY MORTGAGED OR CHARGED

1. Land

Terms defined in clause 5 (Land) of the Deed have the same meaning when used in this clause.

(a) The Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it which includes the freehold property specified in the Schedule to this Form 395 under its name under the heading **Real 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 including the leasehold property specified in the Schedule to this Form 395 under its name under the heading **Real Property** following completion of the assignment of such leasehold property to each Chargor.

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 Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2. Investments

(a) The Chargor 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.

3. Plant and machinery

The Chargor 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.

4. Credit balances

The Chargor 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.

5. Book debts etc.

The Chargor 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.

6. Insurances

The Chargor 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.

7. Other contracts

The Chargor 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; this includes the agreements specified in the Schedule to this Form 395 under its name and under the heading **Relevant Contracts**;
- (b) any letter of credit issued in its favour; and
- (c) any bill of exchange or other negotiable instrument held by it.

8. Intellectual property

The Chargor 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 know-how, patent, trade mark, service mark, design, business name, topographical or similar right; this includes the patents and trademarks (if any) specified in the Schedule to this Form 395 under its name under the heading **Specific Intellectual Property Rights**;
- (b) any copyright or other intellectual property monopoly right; or

- (c) 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.

9. Miscellaneous

The Chargor charges by way of first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any authorization (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) 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
- (e) its uncalled capital.

10. Floating charge

- (a) The Chargor 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 Chargor convert the floating charge created by the Chargor under this Subclause into a fixed charge as regards any of the Chargor'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

1. The Chargor 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.
2. The Deed creates, inter alia, a fixed charge over all future estates or interests in any freehold or leasehold property, wheresoever situate, belonging to the Chargor and all buildings and Fixtures thereon.
3. (a) All the security created under the Deed:
 - (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 a Chargor under a document cannot be secured without the consent of a party to that document:
 - (i) that Chargor must notify the Facility Agent promptly;
 - (ii) this Security will secure all amounts which that Chargor may receive, or has received, under that document but exclude the document itself; and
 - (iii) if the Facility Agent requires, that Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (c) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties.
- (d) The Deed creates a first ranking Security Interest subject only to any Security Interests created pursuant to the Existing Security Agreement.

In this Form 395:

Accession Deed means a deed, substantially in the form of Schedule 8 (Form of Accession Deed) of the 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 Credit Agreement.

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

Additional Obligor means Additional Borrower or Additional Guarantor.

Affiliate means a Subsidiary or a Holding Company of a person or any other Subsidiary of the Holding Company.

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

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 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.

Arranger means Credit Suisse First Boston and The Royal Banks of Scotland plc as arrangers.

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 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.

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.

Closing means the date Facility A and Facility B are each drawdown under the terms of the 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 (registered number 4330209).

Credit Agreement means the credit agreement dated on or about the date of the Deed between (amongst others), the Chargors and the Facility Agent pursuant to which the obligations of Enodis plc under the Existing 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 Existing Credit Agreement.

Daylight Facility means the daylight facility dated the date of the 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.

Daylight Facility Agreement means the facility agreement dated on or about the date of the 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.

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

Existing Security Agreement means the security agreement dated on or before the date of the Deed between the Chargor, the Company and the Facility Agent in relation to the Existing Credit Agreement.

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

Facility A Commitment means:

- (a) for an Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) of the 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 Credit Agreement.

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

Facility B Commitment means:

- (a) for an Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) of the 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 Credit Agreement.

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in the Credit Agreement.

Finance Document means

- (a) the Credit Agreement;
- (b) the Syndication Letter;
- (c) a Security Document;
- (d) a Fee Letter;
- (e) a Transfer Certificate;
- (f) an Accession Deed;
- (g) the Syndication Agreement;
- (h) an Ancillary Facility Document;
- (i) a Hedging Document;
- (j) the Hedging Letter;
- (k) the Priority Deed;
- (l) the Subordination Agreement;

- (m) a Bilateral Document;
- (n) the Bilaterals Letter;
- (o) 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;
- (p) the Daylight Facility Agreement; or
- (q) 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) the Hedging Banks; or
- (c) any other bank or financial institution party to a Finance Document.

A Finance Party will only become a Finance Party for the purposes of the Deed once they become a party to the Priority Deed.

Fixtures means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property.

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 Bank 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 Obligors.

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 Credit Agreement.

Mortgaged Property means all freehold or leasehold property included in the definition of **Security Assets**.

Obligor means a Borrower or Guarantor.

Original Borrower means the Subsidiaries of the Company listed in schedule 1 (Original Parties) as original borrowers of the Credit Agreement.

Original Guarantor means the Subsidiaries of the Company listed in Schedule 1 (Original Parties) as original guarantors of the Credit Agreement.

Original Lenders means the financial institutions listed in Schedule 1 (Original Parties) as original lenders of the Credit Agreement.

Party means a party to the Credit Agreement.

Priority Deed means the priority deed dated on or about the date of the 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 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 Credit Agreement.

Security Asset means all assets of the Chargor the subject of any security created by the Deed.

Security Document means:

- (a) each security document listed in Part I of Schedule 2 (conditions precedent documents) of the 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.

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

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

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.

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 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 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.

SCHEDULE 1 - SECURITY ASSETS
REAL PROPERTY
UNITED KINGDOM

| Property | Chargor | Freehold/Leasehold Title Number/Lease details |
|---|----------------------|---|
| 5 th and 6 th Floors, 40 Conduit Street, London | Enodis Group Limited | Leasehold 18 November 1998 (1) Asticus (UK) Limited and (2) Berisford Plc. Expiring 17 November 2013 |
| Unit 3, Eastern Road, Aldershot | Enodis Group Limited | Leasehold (1) Wynstay Properties plc and (2) Enodis Plc expiring 28 September, 2003 |
| 2 nd Floor, St James House, 150 London Road, East Grinstead | Enodis Group Limited | Leasehold 23 September 1999 (1) Milk Pension Fund Trustees Limited and Dairy Crest Pension Trustees Limited and (2) Berisford Plc. Expiring 24 March 2011 |
| 34-36 Crown Street, Reading | Enodis Group Limited | Leasehold 1 February 1989 (1) GDG Properties Limited and (2) Berisford Leasing Limited. Expiring 31 January 2014 |

Company: Enodis Group Limited
Registered No: 04330202
Continuation Sheet: 11

| Property | Chargor | Freehold/Leasehold Title Number/Lease details |
|--|----------------------|---|
| Building A, The Guildway, Guildford | Enodis Group Limited | Leasehold Agreement for Lease 22 December 2000 (1) Denskill Limited (2) Enodis Plc (3) Amee Developments Limited Lease for term of 15 years |
| Banner Lane, Coventry | Enodis Group Limited | Freehold CWM231376 and WM326407 |

SPECIFIC INTELLECTUAL PROPERTY RIGHTS

Enodis Group Limited

| Trade Mark | Registration/ Application No. | Country | Filed | Int. Classes |
|---|----------------------------------|--------------------|-----------|-------------------------|
| ENODIS | 845352 | Australia | 07-Aug-00 | 7, 9, 11, 21, 37 |
| ENODIS | 6354/00 | Bosnia-Herzegovina | 10-Nov-00 | 7, 9, 11, 21, 37 |
| ENODIS | 823388794 | Brazil | 13-Nov-00 | 37 |
| ENODIS | 823388808 | Brazil | 13-Nov-00 | 21 |
| ENODIS | 823388816 | Brazil | 13-Nov-00 | 11 |
| ENODIS | 823388824 | Brazil | 13-Nov-00 | 9 |
| ENODIS | 823388832 | Brazil | 13-Nov-00 | 7 |
| ENODIS | 1072029 | Canada | 22-Aug-00 | 7, 9, 11, 21, 37 |
| ENODIS | 507612 | Chile | 07-Nov-00 | 7 |
| ENODIS | 507613 - Regn. 597681 | Chile | 10-Nov-00 | 9 |
| ENODIS | 507614 | Chile | 10-Nov-00 | 11 |
| ENODIS | 507615 - Regn. 597682 | Chile | 10-Nov-00 | 21 |
| ENODIS | 507616 - Regn. 597683 | Chile | 10-Nov-00 | 37 |
| ENODIS | 20001561 | Croatia | 10-Nov-00 | 7, 9, 11, 20, 21, 37 |
| ENODIS | 2000/04095 | Eire | 07-Nov-00 | 7, 9, 11, 21, 37 |
| ELLIPTICAL DEVICE [Device No. 3999] | Not yet known | International TM | | 7, 9, 11, 21, 37 |
| ENODIS | Not yet known | International TB | | 7, 9, 11, 21, 37 |
| ENODIS | 626785 | New Zealand | 08-Nov-00 | 7 |
| ENODIS | 626786 | New Zealand | 08-Nov-00 | 9 |
| ENODIS | 626787 | New Zealand | 08-Nov-00 | 11 |
| ENODIS | 626788 | New Zealand | 08-Nov-00 | 21 |
| ENODIS | 626789 | New Zealand | 08-Nov-00 | 37 |
| ENODIS | 2000122181 | South Africa | 07-Nov-00 | 7 |
| ENODIS | 2000122182 | South Africa | 07-Nov-00 | 9 |
| ENODIS | 2000122183 | South Africa | 07-Nov-00 | 11 |
| ENODIS | 2000122184 | South Africa | 07-Nov-00 | 21 |
| ENODIS | 2000122185 | South Africa | 07-Nov-00 | 37 |
| ENODIS | 89069943 | Taiwan | 04-Dec-00 | 37 |
| ENODIS | 89069944 | Taiwan | 04-Dec-00 | 21 |
| ENODIS | 89069945 | Taiwan | 04-Dec-00 | 11 |
| ENODIS | 89069946 | Taiwan | 04-Dec-00 | 9 |
| ENODIS | 89069947 | Taiwan | 04-Dec-00 | 7 |
| ENODIS | 438083 | Thailand | 10-Nov-00 | 7 |
| ENODIS | 438084 | Thailand | 10-Nov-00 | 9 |
| ENODIS | 438085 | Thailand | 10-Nov-00 | 11 |
| ENODIS | 438086 | Thailand | 10-Nov-00 | 21 |
| ENODIS | 438087 | Thailand | 10-Nov-00 | 37 |

Company: Enodis Group Limited
Registered No: 04330202
Continuation Sheet: 13

| Trade Mark | Registration/ Application No. | Country | Filed | Int. Classes |
|-------------------|--|----------------|--------------|---------------------|
| ENODIS | 2232138 | U.K. | 11-May-00 | 7, 9, 11, 21, 37 |
| ELLIPTICA | 2251349 | U.K. | 02-Nov-00 | 7, 9, 11, 21, 37 |
| L DEVICE | | | | |
| DEVICE | 2251348 | U.K. | 02-Nov-00 | 7, 9, 11, 21, 37 |
| MARK | | | | |
| ENODIS | 76145635 | U.S.A. | 12-Oct-00 | 7, 9, 11, 21, 37 |

RELEVANT CONTRACTS

Chargor

Relevant Contract

Enodis Holdings Limited

The hive-down agreement dated on or about the date of this Deed between Enodis plc and Enodis Holdings Limited in respect of the transfer of all the assets and liabilities of Enodis plc to Enodis Holdings Limited as described in the Structure Memorandum.

Enodis Holdings Limited

The Intra-Group Funding Agreement.

Enodis Group Limited

The hive-down agreement dated on or about the date of this Deed between Enodis Holdings Limited and Enodis Group Limited in respect of the transfer of all the assets and liabilities of Enodis Holdings Limited to Enodis Group Limited as described in the Structure Memorandum.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04330202

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 20th FEBRUARY 2002 AND CREATED BY ENODIS GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC 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 —

LC
Pan