

016940139

COMPANIES FORM No. 395

M

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

395

CHFP025

Pursuant to section 395 of the Companies Act 1985

Please do not write in this margin

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

* insert full name of Company

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

For official use

6

Company number

01786682

Name of company

* WOODWARD FOODSERVICE LIMITED ("Company")

Date of creation of the charge

2 August 2005

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

All assets debenture ("Debenture")

Amount secured by the mortgage or charge

See continuation sheet - Addendum 2/4

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

Lloyds TSB Commercial Finance Limited of Boston House, The Little Green, Richmond, Surrey (the "Security Holder")

Postcode TW9 1QE

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

Browne Jacobson
Victoria Square House
Victoria Square
Birmingham B2 4BU

For official Use (02/00)

Mortgage Section

Post room

Time critical reference



Short particulars of all the property mortgaged or charged

See continuation sheet - Addendum 4/4

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

Bruno Jacobson

Date 4/8/ 2005

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

On behalf of mortgagee[†]

Notes

[†] delete as
appropriate

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Company number

01786682

Name of company

* insert full name
of company

* WOODWARD FOODSERVICE LIMITED

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

All the monies which at the date of the Debenture or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to the Security Holder in any manner and for any reason on any account ("Secured Monies"); Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole or any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of Debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof; Secured Monies also means any of the following items, whether now or in the future:

1. all monies due or payable under the agreement for the purchase of debts made between the Company and the Security Holder date 2 August 2005 ("Financing Agreement") (if any) or by virtue of any guarantee or indemnity given by the Company to the Security Holder;
2. all advances which the Security Holder has made or shall make to the Company;
3. any indebtedness at the date of the Debenture or thereafter to be incurred by the Security Holder for or at the request of the Company, including all monies which the Security Holder shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following:
 - 3.1 the Security Holder making direct advances; or
 - 3.2 the Security Holder drawing, accepting, endorsing, paying or discounting any Remittance; or
 - 3.2 the Security Holder entering into any bond, guarantee, indemnity or letter of credit; or
 - 3.4 the Security Holder confirming orders; or
 - 3.5 the Security Holder otherwise accepting any other liability for or on behalf of the Company;
4. all monies which the Security Holder can charge to the Company and all costs charges and expenses incurred by the Security Holder following default in payment of any such monies or of breach by the Company of any of the provisions of the Debenture.
5. the charges of surveyors and/or solicitors instructed by the Security Holder in connection with any part of the

M395 Continuation

Company number

01786682

Name of company

* insert full name
of company

* WOODWARD FOODSERVICE LIMITED

Mortgaged Property.

6. all costs and charges and expenses which the Security Holder may from time to time incur in:

- 6.1 stamping, perfecting, registering or enforcing the Debenture; or
- 6.2 the negotiations for the preparation and execution of the Debenture, and the Financing Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them; or
- 6.3 obtaining payment or discharge of Secured Monies; or
- 6.4 paying any rent, rates, taxes or outgoings for the Mortgaged Property; or
- 6.5 insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property; or
- 6.6 the preservation or exercise of any rights under or in connection with the Debenture or any attempt to do so; or
- 6.7 giving a discharge or release of the security created by the Debenture; or
- 6.8 dealing with or obtaining advice about any other matter or question arising out of or in connection with the Debenture with the intention that the Security Holder shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of the security created by the Debenture or of any other security held by the Security Holder for the Secured Monies;

7. all monies expended by any attorney under clause 5.3 of the Debenture in exercising his powers; and

8. interest on all monies due and owing to the Security Holder at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto.

M395 Continuation

Company number

01786682

Name of company

* insert full name
of company

* WOODWARD FOODSERVICE LIMITED

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* WOODWARD FOODSERVICE LIMITED

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

As security for the payment of the Secured Monies, the Company with full title guarantee granted the following mortgages, charges and assignments in favour of the Security Holder namely:

1. a fixed charge by way of legal mortgage on all freehold and leasehold property owned by the Company, including but not limited to land of which the Company is registered as proprietor at H M Land Registry (details of which are set out in the Third Schedule to the Debenture).
2. a fixed charge on all of the following assets, whether at the date of the Debenture or in future belonging to the Company:
 - (i) the freehold and leasehold properties of the Company not effectively mortgaged under the charge described in paragraph 1 including such as may hereafter be acquired;
 - (ii) all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgage described in paragraph 1 and all spare parts, replacements, modifications and additions for or to the same;
 - (iii) any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same;
 - (iv) all plant and machinery and other equipment listed in the Fourth Schedule of the Debenture and all spare parts, replacements, modifications and additions for or to the same;
 - (v) all fixed plant and machinery, including all spare parts, replacements, modifications and additions for or to the same, not listed in the Fourth Schedule of the Debenture.
 - (vi) all goodwill, unpaid and/or uncalled capital of the Company;
 - (vii) all the Company's Intellectual Property;
 - (viii) all the Company's Securities;
 - (ix) all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary of the Company or a member of the Company's Group;
 - (x) all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986.
3. a fixed charge upon all or any of the following assets, whether in existence at the date of the Debenture or coming into existence in future:
 - (i) all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Security Holder;
 - (ii) the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph;
 - (iii) all monies in the bank account described in clauses 3.1.6(i) and 3.1.7 of the Debenture including Remittances in respect of which instructions to the Company's bankers have been given under clause 3.1.6(iii) of the Debenture;
 - (iv) all Remittances in respect of the Company's Other Debts and Non-Vesting Debts which in accordance with clause 3.1.6(ii) of the Debenture shall be received by the person or at the address or post office box specified in that sub-clause;
 - (v) all other Remittances in respect of Other Debts and Non-Vesting Debts received by the Company pending their being dealt with in accordance with the terms of the Debenture or any instructions given in accordance with it;
 - (vi) any account in the name of the Company under the control of or operated in accordance with the directions of the Security Holder.
4. an assignment by way of security over all the Company's Debts arising as a result of rebates from suppliers to the Company;
5. a fixed charge on all the Company's Other Debts and Non-Vesting Debts, present and future;
6. a floating charge on such of the moneys present and future which the Company may receive in respect of the Company's Other Debts and Non-Vesting Debts and which, until any direction from the Security Holder to the contrary,

Name of company

* insert full name
of company

* WOODWARD FOODSERVICE LIMITED

are paid into the bank account of the Company referred to in clause 3.1.8 of the Debenture and which upon such payment will be released from the fixed charge thereon;

7. a floating charge on the remainder of the undertaking, property rights and assets of the Company whatsoever and wheresoever, both at the date of the Debenture and future, not subject to the charges described above.

Negative Covenants

Pursuant to the Debenture, the Company agreed with the Security Holder that, whilst the security created by the Debenture exists, it:

- a) will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the floating charges created by the Debenture, except by way of sale at full value in the ordinary course of its business now being carried on;
- b) will not sell, transfer, lease, licence or dispose of the Mortgaged Property subject to the fixed charges created by the Debenture without the prior written consent of the Security Holder but such restriction shall not prohibit the disposal of an asset (other than freehold or leasehold property) for the purpose of its immediate replacement, modification, repair and/or maintenance;
- c) will not, charge, sell, discount, factor dispose of or, except in accordance with the Debenture, otherwise deal with its Other Debts or the relative Remittances unless it has the prior written consent of the Security Holder; and
- d) after conversion of the floating charges created by the Debenture into fixed charges, will not, except as permitted by the Security Holder, withdraw any credit balance representing Remittances from any of the Company's bank accounts under control of the Company.

Definitions

In this form, the following terms shall have the meaning set out opposite them:

"Group" - in relation to any company, that company, the company and its Subsidiaries, its holding company (as defined in Section 736 of the Companies Act 1985) and the Subsidiaries of that holding company.

"Intellectual Property" - all patents (including applications, improvements, prolongations, extensions and right to apply therefore) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, knowhow, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world.

"Mortgaged Property" - the subject matter of the mortgages and charges (or any or any part of them, if the context so allows) created by the Debenture and described above.

"Non Vesting Debts" - all or any Debts of the Company to be purchased by the Security Holder pursuant to the Financing Agreement but which fail to vest absolutely and effectively in the Security Holder for any reason, together with the Related Rights to such Debts.

"Other Debts" - all sums due and owing or accruing due and owing to the Company whether or not on account of its trading both at the date of the Debenture and future except:

- 1. Non-Vesting Debts;
- 2. any Debts whilst they remain absolutely and effectively vested in or held on trust for the Security Holder under the Financing Agreement and whether such vesting results from a legal or equitable assignment; and
- 3. any Debts arising as a result of rebates from suppliers to the Company.

"Related Rights" - (i) all the Company's rights under any contract of sale;

M395 Continuation

Company number

01786682

Name of company

* insert full name
of company

* WOODWARD FOODSERVICE LIMITED

(ii) all instruments (negotiable or non-negotiable), securities, insurances, bonds, guarantees and indemnities relating to a Debt;

(iii) all the Company's ledgers, documents, computer or electronic data (including operating systems) recording or evidencing Debts;

(iv) all goods returned to or repossessed by the Company or rejected by any customer.

"Remittances" - cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of engagement or payment.

"Securities" - all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof.

"Subsidiary" - (1) a subsidiary within the meaning of Section 736 of the Companies Act 1985; and (2) unless the context otherwise requires, a subsidiary undertaking within the meaning of Sections 258-260 of the Companies Act 1985 as substituted by Section 21 of the Companies Act 1989.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01786682

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE DATED THE 2nd AUGUST 2005 AND CREATED BY WOODWARD FOODSERVICE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB COMMERCIAL FINANCE LIMITED (THE SECURITY HOLDER) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 8th AUGUST 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th AUGUST 2005.

P. A.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —