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CHFP025

COMPANIES FORM No. 155(6)b

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

02892663

Name of company

* C-SIDE LIMITED

Note
Please read the notes
on page 3 before
completing this form.

* insert full name
of company

x/We Lee Robert Simon of Probyns, Wick Lane, Englefield Green, Surrey TW20
OHU, Giles Antony Beal of 6 Quay Court, 201 Harbour Way, Shoreham
Beach, West Sussex BN43 5HZ, Nicholas Antony Downs of 114a Western
Road, Brighton, East Sussex BN1 2AA and Katherine Jane Johnson of
Flat 2, 5 Sillwood Terrace, Brighton, East Sussex BN1 2LR

§ insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~[the sole director]~~ [all the directors]† of the above company (hereinafter called 'this company') do
solemnly and sincerely declare that:

§ delete whichever
is inappropriate

The business of this company is:

- ~~(a) that of a recognised bank licensed institution within the meaning of the Banking Act 1979~~
~~(b) that of a person authorised under section 9 or 14 of the Insurance Companies Act 1982 to carry on~~
~~insurance business in the United Kingdom~~
(c) something other than the above§

This company is [the] ~~a~~ holding company of* CACTUS CANTEN LIMITED

_____ which is
proposing to give financial assistance in connection with the acquisition of shares
in [this company] [_____

_____ the holding company of this company.]†

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

Olswang
90 Long Acre
London
WC2E 9TT

DX: 37972 Kingsway

For official Use
General Section

Post room



A16
COMPANIES HOUSE

A15YHYZ9

0419
16/03/01

The assistance is for the purpose of [that acquisition] ~~reducing or discharging a liability incurred for the purpose of that acquisition~~† (note 1)

Please do not write in this margin

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

The number and class of the shares acquired or to be acquired is: SEE EXHIBIT 1

The assistance is to be given to: (note 2) C-SIDE (HOLDINGS) LIMITED

REGISTERED OFFICE- 39 Ditchling Road, Brighton, East Sussex BN1 4SB

The assistance will take the form of:

SEE EXHIBIT 2

The person who ~~has acquired~~ [will acquire]† the shares is:

C-SIDE (HOLDINGS) LIMITED

† delete as appropriate

The principal terms on which the assistance will be given are:

SEE EXHIBIT 3

The amount (if any) by which the net assets of the company which is giving the assistance will be reduced by giving it is NIL

The amount of cash to be transferred to the person assisted is £ 100,000

The value of any asset to be transferred to the person assisted is £ NIL

Please do not
write in this
margin

The date on which the assistance is to be given is WITHIN 8 WEEKS OF THIS DATE

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

~~1/~~We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) [I/We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~It is intended to commence the winding up of this company within 12 months of that date, and I/we have formed the opinion that this company will be able to pay its debts in full within 12 months of the commencement of the winding up]* (note 3)~~

And ~~1/~~we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 90 Long Acre
LONDON WC2E 9TT

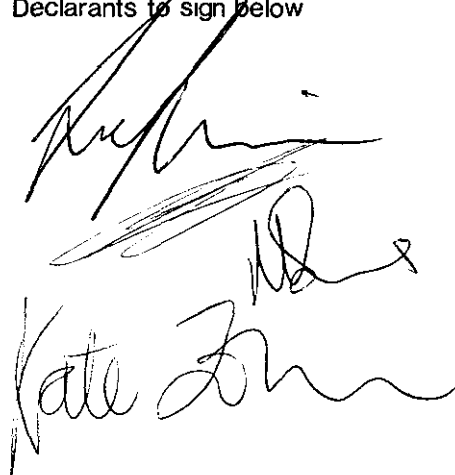
Declarants to sign below

Day Month Year
on

1	2	0	3	2	0	0	1
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before me CLG.

A ~~Commissioner for Oaths or Notary Public or Justice of the Peace or a~~ Solicitor having the powers conferred on a Commissioner for Oaths.


Kate John

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

Company No: 03062326

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10
2m.

CACTUS CANTEEN LIMITED
("Company")

Exhibit 1

The entire issued share capital of the holding company of the Company, being 232 ordinary shares of £1 each.

Company No: 03062326

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K 2m.

CACTUS CANTEEN LIMITED
("Company")

Exhibit 2

1. The execution by the Company of a working capital facility letter ("Working Capital Facility Letter") between the Company, C-Side Limited ("C-Side"), Squid & Starfish Limited ("Squid"), C-Side (Holdings) Limited ("Newco") and the Governor and Company of the Bank of Scotland (the "Bank") pursuant to which the Bank, subject to the terms and conditions thereof agrees to provide to the Company, C-Side, Squid and Newco a working capital facility of £500,000.
2. The execution by the Company of the facilities agreement ("Facilities Agreement") between Newco, the Company, C-Side, Squid and the Bank under which the Bank would agree, subject to the terms and conditions thereof, to lend £8,750,000 to Newco, and to make the facility under the Working Capital Facility Letter available to Newco, the Company, C-Side and Squid.
3. The execution by the Company of a composite guarantee and debenture ("Composite Debenture") between the Company, C-Side, Squid, Newco and the Bank containing a charge, mortgage and guarantee for the payment of, amongst other things, all liabilities due or incurred by any Charging Company (as defined therein) to the Bank.
4. The execution by the Company of an intra-group facility agreement ("Intra-Group Facility Agreement") between the Company, C-Side, Squid and Newco pursuant to which the Company would agree, subject to the terms and conditions thereof to put Newco in funds as and when required in order to meet Newco's payment obligations under and in respect of the facilities and to the holders of certain loan notes issued by Newco.

5. The execution by the Company of a loan letter ("Loan Letter") between the Company, C-Side, Squid and Newco pursuant to which the Company, C-Side and Squid would agree, subject to the terms and conditions thereof, to lend Newco, in aggregate, £100,000.

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Lm.
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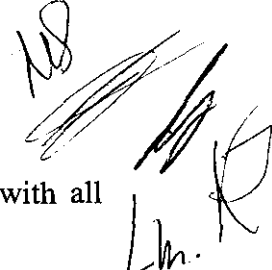
Company No: 03062326

CACTUS CANTEEN LIMITED
("Company")

Handwritten signature and initials, possibly 'LH' and 'K', with a large scribble above.

Exhibit 3

1. Under the Working Capital Facility Letter Newco, C-Side Limited ("C-Side"), Squid & Starfish Limited ("Squid") and the Company will give various rights to the Bank with respect to the working capital facility of £500,000.
2. Under the Composite Debenture each of the Company, C-Side, Squid and Newco will with full title guarantee charge:
 - 2.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to such company including, without limitation, the property specified in Schedule 2 of the Composite Debenture, together with all buildings and fixtures (including trade fixtures) at any time thereon;
 - 2.2 by way of first fixed charge all other interests in any freehold or leasehold property vested in or charged to such company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
 - 2.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;




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- 2.4 by way of first fixed charge all Investments (as defined therein), together with all Related Rights (as defined therein) from time to time accruing thereto;
- 2.5 by way of first fixed charge all rights and interests of such company in, and claims under, the Insurances (as defined therein) and all proceeds thereof held by, or written in favour of, the company or in which the company is otherwise interested;
- 2.6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts (as defined therein), all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the company to repayment of any of the foregoing;
- 2.7 by way of first fixed charge all Intellectual Property (as defined therein);
- 2.8 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by such company in connection with its business or the use of any of its assets;
- 2.9 to the extent not already effectively assigned, by way of first fixed charge all Receivables (as therein defined);
- 2.10 by way of first fixed charge all the goodwill and uncalled capital of such company; and
- 2.11 by way of first legal mortgage/fixed charge all the Group Shares together with all the Related Rights (each as defined therein) from time to time accruing thereto and the Company hereby irrevocably and unconditionally guarantees to the Bank as security trustee full, prompt and complete performance by each other Charging Company (as therein defined) of all of the Secured Obligations (as defined therein) owing by such Charging Company and the due and punctual payment of all the sums comprised in the Secured Obligations owing by each such Charging Company as and when they become due

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and each of the Company, Squid, Cactus and Newco agrees that it will, whenever requested by the Security Trustee (as therein defined) and at its own expense, promptly execute such deeds or documents and take any action required by the Security Trustee to perfect and protect the security created (or intended to be created) by the Composite Debenture or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Security Trustee under the Composite Debenture including, but without limitation, executing:

- i) a valid legal mortgage in such form as the Security Trustee shall reasonably require of any freehold or leasehold property now or in the future belonging to the Company which is not hereby effectively charged by way of legal mortgage;
 - ii) a legal assignment in such form as the Security Trustee may reasonably require over all of the Receivables (as therein defined) and give notice of such assignment to the relevant Debtors (as therein defined);
 - iii) a valid fixed charge in such form as the Security Trustee may reasonably require over any assets the subject of the floating charge described in the Composite Debenture; and
 - iv) all transfers, assignments, conveyances and assurances whatsoever and all notices, orders, instructions and directions whatsoever which the Security Trustee may properly and reasonably require.
3. Under the Facilities Agreement between Newco, the Company, C-Side, Squid and the Bank, the Bank agrees subject to the terms and conditions thereof, to lend £8,750,000 to Newco, and to make available the facility under the Working Capital Facility Letter to Newco, the Company, C-Side and Squid.
4. Under the Intra-Group Facility Agreement the Company, C-Side and Squid would agree, subject to the terms and conditions thereof, to put Newco in funds as and when required to meet Newco's payment obligations to the Bank and to the Investors (as therein defined).

5. Under the Loan Letter the Company, C-Side and Squid agree, subject to the terms and conditions thereof, to lend Newco the aggregate sum of £100,000

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**AUDITORS' REPORT TO THE DIRECTORS OF C-SIDE LIMITED
("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE
COMPANIES ACT 1985**

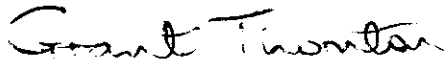
We have examined the attached statutory declaration of the directors of C-Side Limited dated 12 March 2001 in connection with the proposal that Cactus Canteen Limited should give financial assistance for the purchase of all of the Company's ordinary shares.

BASIS OF OPINION

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

OPINION

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



**GRANT THORNTON
REGISTERED AUDITORS
CHARTERED ACCOUNTANTS**

LONDON

12 March 2001