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COMPANIES FORM No. 395

Particulars of a mortgage or charge

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395

Please do not
write in
this margin

Pursuant to section 395 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

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2987170

Name of company

* SODEXHO GARDNER MERCHANT ALLIANCE LIMITED (the "Company")

* insert full name
of company

Date of creation of the charge

1 March 1995 (as amended on 29 September 1995 and 29 January 1996)

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

See continuation sheet no. 1

Amount secured by the mortgage or charge

See continuation sheet no. 1

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

Société Generale, Exchange House, Primrose Street, London EC2A 2HT

(as security coordinator under the Security Coordination Deed)

Postcode

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

Baker & McKenzie
100 New Bridge Street
London EC4V 6JA
Ref: CBH/MPD/KOB

For official Use
Mortgage Section

Post room



PMO *P4R28J0D* 298

COMPANIES HOUSE 13/02/96

PMO *P4R28J0D* 298
COMPANIES HOUSE 07/02/96

Time critical reference

Short particulars of all the property mortgaged or charged

Please do not
write in
this margin

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

See continuation sheet no. 1

Particulars as to commission allowance or discount (note 3)

Nil

Signed

B. Jones & M. Kenzie

Date

5th February 1996

On behalf of [company] [mortgagee/chargee]†

† 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 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Please do not
write in this
binding margin

Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company number

2987170

Name of company

Sodexho Gardner Merchant Alliance

Limited*

*delete if
inappropriate

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

Mortgage of shares between the Company and Société Générale (the "Mortgage") (as amended by the supplemental deed dated 29th September 1995 between Sodexho S.A., the Company, Compagnie Financière Aurore International S.A., Gardner Merchant Services Group Limited and Société Générale (the "Supplemental Deed") and the second supplemental deed dated 29 January 1996 made between the same parties (the "Second Supplemental Deed")).

The full amount of all sums (including all present and future advances, interest, commission, charges and expenses) and all liabilities, present or future, absolute or contingent (including liabilities as surety and guarantor) for which the Company is now or may at any time and from time to time be indebted or liable to the Beneficiaries (as defined below) or any of them pursuant to any of the Facility Documents (as defined below).

Please complete
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bold block lettering

Definitions

"Beneficiaries" means Société Générale and any other person or persons who become any one or more of the Security Co-ordinator, the AF Agent, the AF Banks, the RWC Agent and the RWC Banks, in each case, as defined in the Security Co-ordination Deed.

"Facility Documents" means:

- (i) the facility agreement dated 1 March 1995 between (1) Sodexho Gardner Merchant Alliance Limited, (2) Sodexho S.A. and (3) Société Générale (the "AFA");
- (ii) the facility agreement dated 1 March 1995 between (1) Gardner Merchant Services Group Limited and certain of subsidiaries as borrowers, (2) Sodexho S.A. and (3) Société Générale (the "RWCFA");
- (iii) the guarantee dated 1 March 1995 by Sodexho S.A. in favour of Société Générale (as Agent) relating to the AFA;
- (iv) the guarantee dated 1 March 1995 by Compagnie Financière Aurore International S.A. in favour of Société Générale (as Agent) relating to the AFA;
- (v) the guarantee dated 1 March 1995 by Sodexho S.A. in favour of Société Générale (as Agent) relating to the RWCFA;
- (vi) the guarantee dated 1 March 1995 by Compagnie Financière Aurore International S.A. in favour of Société Générale (as Agent) relating to the RWCFA;
- (vii) the guarantee dated 1 March 1995 by Sodexho Gardner Merchant Alliance Limited in favour of Société Générale (as Agent);
- (viii) the guarantee dated 1 March 1995 by Gardner Merchant Groupe S.A. in favour of Société Générale (as Agent);
- (ix) the guarantee dated 1 March 1995 by Van Hecke B.V. in favour of Société Générale (as Agent);
- (x) the guarantee dated 1 March 1995 by Gardner Merchant Food Services, Inc. in favour of Société Générale (as Agent);
- (xi) the guarantee dated 1 March 1995 by Gardner Merchant Services Group Limited, Gardner Merchant International Holdings Limited, Gardner Merchant Limited, Gardner Merchant Specialist Services Limited and Kelvin International Services Limited in favour of Société Générale (as Agent);
- (xii) the shares mortgage dated 1 March 1995 by Sodexho S.A. in favour of Société Générale (as Agent and Security Co-ordinator) providing a first priority mortgage over its shares in Sodexho Gardner Merchant Alliance Limited;
- (xiii) the shares mortgage dated 1 March 1995 by Compagnie Financière Aurore International S.A. in favour of Société Générale (as Agent and Security Co-ordinator) providing a first priority mortgage over its shares in Sodexho Gardner Merchant Alliance Limited;
- (xiv) the shares mortgage dated 1 March 1995 by Sodexho Gardner Merchant Alliance Limited in favour of Société Générale (as Agent and Security Co-ordinator) providing a first priority mortgage over its shares in Gardner Merchant Services Group Limited;
- (xv) the security co-ordination deed dated 1 March 1995 by Sodexho S.A., Sodexho Gardner Merchant Alliance Limited, Compagnie Financière Aurore International S.A. and Société Générale;

Cont/d.....

Please complete
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Amount due or owing on the mortgage or charge (continued)

- (xvi) the deposit agreement and charge dated 1 March 1995 between Gardner Merchant Services Group Limited and Société Générale (as Agent);
- (xvii) any other document executed from time to time by any person in order to guarantee the obligations under the Facility Documents (as defined in the AFA) of the persons defined as the "Obligors" in the AFA;
- (xviii) any other document executed from time to time by any person as security for the obligations under the Facility Documents (as defined in the AFA) of the persons defined as the "Obligors" in the AFA;
- (xix) any other document executed from time to time by any person in order to guarantee the obligations under the Facility Documents (as defined in the RWCFA) of the persons defined as the "Obligors" in the RWCFA; and
- (xx) any other document executed from time to time by any person as security for the obligations under the Facility Documents (as defined in the RWCFA) of the persons defined as the "Obligors" in the RWCFA,

as supplemented and amended by the Supplemental Deed, the Second Supplemental Deed and a supplemental agreement dated 29th September 1995 made between (1) Sodexho Gardner Merchant Alliance Limited, (2) International Catering Corporation (to be renamed Sodexho North America, Inc.), (3) Compagnie Financière Aurore International S.A., (4) Sodexho S.A., (5) the banks and financial institutions listed on the signature pages therein under the heading "Banks" and (6) Société Générale as Agent and Security Co-ordinator and the supplemental agreement dated 29th September, 1995 and the second supplemental agreement dated 29th January 1996 each made between (1) the several companies listed on the signature pages therein under the heading "Borrowers", (2) the several companies listed on the signature pages therein under the heading "Guarantors", (3) the banks and financial institutions listed on the signature pages therein under the heading "Banks" and (4) Société Générale as Agent and Security Co-ordinator.

"Security Co-ordination Deed" means the document referred to at (xv) of the above definition of "Facility Documents".

All the Company's right, title and interest in and to:

- (a) (i) 1,000,000 ordinary shares of 1p each in Gardner Merchant Services Group Limited and 235,771,024 preferred shares of 1p each in Gardner Merchant Services Group Limited registered in the name of the Company; and
- (ii) all the shares in the capital of Gardner Merchant Services Group Limited at the date of the Mortgage or thereafter beneficially owned by the Company.
- (b) All dividends, distributions, bonus shares, rights, issues, options, warrants, notes, convertible instruments, securities and other instruments of any kind whatsoever, and all allotments, accretions, offers, benefits and advantages whatsoever, at the date of the Mortgage or thereafter made, granted, issued or otherwise distributed in respect of, in substitution for, in addition to, or in exchange for, the Shares, whether or not upon or by reason of a winding-up, conversion, redemption, bonus, cancellation, re-classification, option, rights issue or otherwise.
- (c) Certificates or other instruments evidencing shares or other property forming part of the Secured Property.

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bold block lettering

Definitions

"Secured Property" means the property referred to in paragraphs (a), (b) and (c) above.

"Shares" means the shares referred to in paragraph (a) above.

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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. 02987170

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE OF SHARES, AS AMENDED BY THE SUPPLEMENTAL DEED DATED 29th SEPTEMBER 1995 AND THE SECOND SUPPLEMENTAL DEED DATED 29th JANUARY 1996 (AS DEFINED) DATED THE 29th JANUARY 1996 AND CREATED BY SODEXHO GARDNER MERCHANT ALLIANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO SOCIE'TE' GE'NE'RALE, AS SECURITY COORDINATOR UNDER THE SECURITY COORDINATION DEED UNDER ANY OF THE FACILITY DOCUMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th FEBRUARY 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th FEBRUARY 1996.

M. Ikram Dar
M. IKRAM DAR.

for the Registrar of Companies



COMPANIES HOUSE

HC026B

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