

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

Company number

[] [] [] [] [] []

3310603

Name of company

* By Word of Mouth Limited (the "Chargor")

Date of creation of the charge

7 March 2003

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

A composite guarantee and debenture between (1) the Chargor, London Catering Services (2003) Limited and Joycount Limited (together, the "Charging Companies") and (2) Sand Aire Private Equity Limited dated 7 March 2003 (the "Deed").

Amount secured by the mortgage or charge

All indebtedness, liabilities and obligations which are at the date of the Deed or may at any time thereafter be due, owing or incurred in any manner whatsoever to the Security Trustee or to the Security Beneficiaries or any of them by any Group Company, whether actually or contingently, pursuant to or in respect of the Notes (or any of them) and the Designated Loan Notes (or any of them) from time to time in issue or pursuant to the Guarantee and in any case, whether solely or jointly with any other person, whether as principal or surety and whether or not the Security Beneficiaries or any of them shall have been an original party to the relevant transaction and in whatever currency denominated and including interest, discount, commission and other lawful charges or reasonable expenses which the Security Beneficiaries or any of them may charge hereunder or pursuant to the Notes or any Designated Loan Notes (the "Secured Obligations").

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

Sand Aire Private Equity Limited in its capacity as security trustee, 101 Wigmore Street, London (the "Security Trustee").

Postcode W1U 1QU

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

Olswang
90 High Holborn
London
WC1V 6XX

EIR/12037-2/1391000-1

Time critical reference

For official Use
Mortgage SectionA50
COMPANIES HOUSE0851
15/03/03

Short particulars of all the property mortgaged or charged

1.

With full title guarantee, subject to Prior Ranking Security, and as a continuing security for the payment or discharge of all the Secured Obligations and all their other obligations under the Deed:

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

Oiswang

Date

14/3/03

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

Particulars of a mortgage or charge (continued)

CHFP025

Please do not
write in this
binding margin

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

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

Company Number

3310603

Name of Company

By Word of Mouth Limited (the "Chargor")

XXXXXX

* delete if
inappropriate

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

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
legibly, preferably
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bold block lettering

A) the Chargor charges to the Security Trustee (as trustee for the Security Beneficiaries and each of them) by way of first fixed charge, subject to Prior Ranking Security:

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

i) all present and future freehold and leasehold property of the Chargor together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including trade fixtures and excluding in the case of freehold property and leasehold property which is let or let to a third party, tenant's and trade fixtures and fittings of such third party) and its fixed plant and machinery at any time thereon;

ii) all estates and interests not hereinbefore effectively charged at the date of the Deed or thereafter belonging to the Chargor in or over land wheresoever situate or the proceeds of sale of land and all licences at the date of the Deed or thereafter held by such Chargor to enter upon or use land and the benefit of all other agreements relating to land to which the Chargor is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Chargor at the date of the Deed or thereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Deed;

(iii) all stocks, shares (including but not limited to shares in any subsidiary), debentures, loan capital, right to subscribe for, convert other securities into or otherwise acquire any stocks, shares, debentures or loan capital of any other body corporate at the date of the Deed or at any time thereafter belonging to the Chargor, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(iv) the goodwill of the Chargor and its uncalled capital at the date of the Deed or at any time thereafter in existence and future calls (whether made by the directors of the Chargor or by a Receiver or a liquidator);

(v) all Intellectual Property;

(vi) all plant, vehicles and machinery at the date of the Deed or at any time thereafter belonging to the Chargor (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);

(vii) (subject to clause 9 of the Deed) all Receivables;

(viii) the benefit of all representations, undertakings, warranties and indemnities if any granted in favour of the Chargor under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.

**Particulars of a mortgage or charge
(continued)**

CHFP025

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

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Company Number

3310603

Name of Company

By Word of Mouth Limited (the "Chargor")

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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C) The Chargor charges to the Security Trustee (as trustee for the Security Beneficiaries and each of them) by way of first floating charge subject to the Prior Ranking Security all its undertaking and all its property and assets whatsoever and wheresoever situated both present and future, including (without prejudice to the generality of the foregoing) (i) heritable property and all other property and assets in Scotland, (ii) the proceeds of the collection of any Receivables, but excluding any property or assets from time to time or for the time being effectively charged by way of fixed charge under or pursuant to the Deed, and (iii) to the extent that they do not constitute Receivables the benefit of all contracts licences consents and authorisations (statutory or otherwise) ("**Contracts**") held in connection with its business or the use of any Charged Property specified in any other paragraph of this Clause 1 and the right to recover and receive all compensation which may be payable to it in respect of them.

In pursuance of Clause 4.2.8 of the Deed (Clause (A)(viii)) the Chargor assigns to the Security Trustee, to the extent such may be assigned, the benefit of all representations, undertakings, warranties and indemnities if any granted in favour of the Chargor under or pursuant to the Acquisition Documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect thereof and the Chargor shall upon the request of the Security Trustee, forthwith serve written notice of such assignment upon the vendors party to the Acquisition Documents.

The security from time to time constituted by or pursuant to the Deed shall:

(i) be in addition to and shall be independent of every bill, note, guarantee, mortgage or other security which the Security Beneficiaries or any of them may at any time hold for any of the Secured Obligations and it is declared that no prior security held by the Security Trustee and/or the Security Beneficiaries or any of them over the Charged Property or any part thereof shall merge into the security created by or pursuant to the Deed; and

(ii) remain in full force and effect as a continuing security until the earlier of (i) the Security Trustee having certified in writing that the Secured Obligations have been discharged in full and (ii) the security constituted by the Deed having been released.

2.

A) The Chargor severally covenants with the Security Trustee (for the benefit of the Security Beneficiaries) that during the continuance of this security it shall not without the consent in writing of the Security Trustee:

(i) save as may be required pursuant to the terms of the Prior Ranking Security, create, extend or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Property to secure any liability, actual or contingent;

(ii) save as permitted or required under the Deed or the Prior Ranking Security, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the normal course of trading, any part of the Charged Property.

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

Please complete
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Company Number

3310603

Name of Company

By Word of Mouth Limited (the "Chargor")

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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Definitions

"A Loan Note Instrument" means the instrument dated on or about the date of the Deed executed by Joycount Limited constituting the A Notes;

"A Notes" means the 1,300,000 £1 Variable Rate Guaranteed Secured A Loan Notes 2004 of Joycount Limited constituted by the A Loan Note Instrument or as the case may be the principal amount from time to time issued and paid up and outstanding, and "principal amount" shall be construed accordingly;

"Acquisition Documents" means the acquisition agreements dated on or about the date of the Deed for the acquisition by Joycount Limited of the entire issued share capital of the Chargor and the business and assets of London Catering Services Limited (a company incorporated in England and Wales with registered number 608138) together with all other documents entered into or to be delivered pursuant thereto;

"Barclays Security" means (1) a legal charge dated 7 March 2003 and made between London Catering Services (2003) Limited and Barclays Bank plc and (2) a debenture dated 7 March 2003 and made between the Charging Companies and Barclays Bank plc;

"B Loan Note Instrument" means the instrument dated on or about the date of the Deed executed by Joycount Limited constituting the B Notes;

"B Notes" means the 2,467,000 £1 Variable Rate Guaranteed Secured B Loan Notes 2010 of Joycount Limited constituted by the B Loan Note Instrument or as the case may be the principal amount from time to time issued and paid up and outstanding, and "principal amount" shall be construed accordingly;

"Charged Property" means the property referred to in clause 4 of the Deed and all other property of whatsoever nature from time to time charged by or pursuant to the Deed;

"Designated Loan Note" means any loan note issued pursuant to a loan note instrument executed by Joycount Limited which is identified as being a Designated Loan Note pursuant to a notice signed by the Security Trustee and the Chargor;

"Designated Noteholders" means the holders from time to time of the Designated Loan Notes;

"Encumbrance" includes any mortgage, pledge, lien, charge assignment by way of security, hypothecation, security, interest or any other security agreement or arrangement (excluding retention of title clauses) whether relating to assets existing at the date of the Deed or future assets;

"Event of Default" means an event specified in paragraph 3.4 of Schedule 2 to each Loan Note Instrument;

"Finance Documents" means the Deed, the Loan Note Instruments, the Notes, each Designated Loan Note and any document certificate or instrument executed in connection therewith or pursuant thereto;

"Group" means Joycount Limited and its Subsidiaries from time to time;

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

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Company Number

3310603

Name of Company

By Word of Mouth Limited (the "Chargor")

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Group Company" means any of them and **"Group Companies"** means all of them;

"Guarantee" means the Guarantee contained in clause 2 as extended by schedule 3 of the Deed;

"Intellectual Property" means copyrights, patents and registered and unregistered designs (including applications and rights to apply therefor), inventions, trademarks and service marks whether registered or not (including all registrations thereof and applications and rights to apply therefor), confidential information and know-how and fees, royalties and other rights of every kind deriving from copyright, patents or inventions or other intellectual property throughout the world at the date of the Deed or at any time thereafter belonging to or created by or assigned to the Chargor;

"Loan Note Instruments" means the A Loan Note Instrument and the B Loan Note Instrument;

"Noteholders" means the holders from time to time of the Notes;

"Notes" means the A Notes and the B Notes;

"Permitted Encumbrance" means any of: (a) a lien or right of set-off arising between Charging Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having substantially similar effect) and securing amounts not more than 40 days overdue or where the payment of the amount is being contested in good faith; or (b) an Encumbrance arising under the Finance Documents; or (c) an Encumbrance over any asset arising in the ordinary course of business as a result of the title retention or title-transfer provision in the contract relating to the acquisition of that asset; (d) an Encumbrance which the Security Trustee has at any time in writing agreed shall be a Permitted Encumbrance; (e) the Prior Ranking Security;

"Prior Ranking Security" means (1) the Barclays Security referred to in a Deed of Priorities between Barclays Bank Plc, the Security Trustee and the Charging Companies dated on or about the date of the Deed (the **"Deed of Priorities"**) and (2) the Deed of Priorities;

"Receivables" means all present and future book debts, rentals, royalties, fees, amounts receivable under any hedging arrangements, VAT and all other amounts recoverable or receivable by the Chargor from other persons due or owing to the Chargor and the benefit of all rights relating thereto including, without limitation, negotiable instruments, legal and equitable charges, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights;

"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Security Trustee under or by virtue of the Deed whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time;

"Security Beneficiaries" means the Security Trustee, the Designated Noteholders and the Noteholders and **"Security Beneficiary"** means any of them; and

"Subsidiaries" means a subsidiary as defined in section 736 of the Companies Act 1985.

Please complete
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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03310603

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE BETWEEN (1) THE CHARGOR, LONDON CATERING SERVICES (2003) LIMITED AND JOYCOUNT LIMITED AND (2) SAND AIRE PRIVATE EQUITY LIMITED DATED THE 7th MARCH 2003 AND CREATED BY BY WORD OF MOUTH LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY ANY GROUP COMPANY TO THE SECURITY TRUSTEE OR TO THE SECURITY BENEFICIARIES OR ANY OF THEM 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 15th MARCH 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th MARCH 2003.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —