

MG01

Particulars of a mortgage or charge

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A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s.

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01/12/2009

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COMPANIES HOUSE

For official use

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Company details

Company number

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Company name in full

By Word of Mouth Limited (the "Company")

Date of creation of charge

Date of creation

^d 1	^d 6	^m 1	^m 1	^y 2	^y 0	^y 0	^y 9
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Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Composite guarantee and debenture between (1) the Company, The Simply Smart Group Limited (company number 04627313) and Convex Leisure Ltd (company number 04654181) and (2) Equity Harvest Fund in its capacity as security trustee, acting through its nominee Dunedin (SAPE GP) Nominees Limited (the "**Security Trustee**") (the "**Debenture**").

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

All indebtedness, liabilities and obligations which are now or may at any time hereafter be due, owing or incurred in any manner whatsoever to the Security Trustee or to the Security Beneficiaries or any of them by the Company or any other 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.

Please refer to the continuation pages for details of the definitions used in this form.

Continuation page

Please use a continuation page if you need to enter more details.

MG01**Particulars of a mortgage or charge****5****Mortgagee(s) or person(s) entitled to the charge (if any)**

	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.	
Name	Equity Harvest Fund (in its capacity as the Security Trustee,	
Address	acting through its nominee Dunedin (SAPE GP) Nominees Ltd)	
	28 Savile Row, London	
Postcode	W	1 S 2 E U
Name		
Address		
Postcode		

Continuation page

Please use a continuation page if you need to enter more details.

6**Short particulars of all the property mortgaged or charged**

	Please give the short particulars of the property mortgaged or charged.	
Short particulars	<p>With full title guarantee, subject to Prior Ranking Security, and as a continuing security for the payment or discharge of all amounts secured by the Debenture and all the Company's other obligations under the Debenture, the Company charges to the Security Trustee (as trustee for the Security Beneficiaries and each of them) subject to the Prior Ranking Security:</p> <p>1. By way of first legal mortgage:</p> <p>(a) all its freehold and leasehold interest in the properties title to which is registered at HM Land Registry together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other 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; and</p> <p>(b) all other freehold and leasehold interests in the properties now vested in it but title to which is not registered at HM Land Registry together with all buildings, fixtures (excluding in the case of leasehold property landlord's fixtures but including other 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.</p> <p>2. By way of first fixed charge:</p> <p>(a) all its present and future freehold and leasehold property not otherwise charged by way of legal mortgage pursuant to point 1 above, 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;</p> <p>(b) all estates and interests not effectively charged pursuant to points 1 or 2 above, now or hereafter belonging to the Company in or over land wheresoever situate or the proceeds of sale of land and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company (cont.)</p> <p>Please refer to the continuation pages for further details of the property mortgaged or charged and the definitions used in this form.</p>	

Continuation page

Please use a continuation page if you need to enter more details.

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here.

Signature

Signature

X *Osborne Clarke*

X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name	Rebecca Watts
Company name	Osborne Clarke
Ref:	RLW/0928669
Address	Apex Plaza
	Forbury Road
Post town	Reading
County/Region	Berkshire
Postcode	R G 1 1 A X
Country	United Kingdom
DX	117882 Reading Apex Plaza
Telephone	0118 925 2004



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge



	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge.</p>	
<p>Amount secured</p>	<p>Definitions used in this form:</p> <p>"Acquisition Documents" means the acquisition agreements dated on or about 7 March 2003 for the acquisition of the entire issued share capital of the Company 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.</p> <p>"Designated Loan Notes" means any loan note issued pursuant to a loan note instrument executed by Simply Smart Group which is identified as being a Designated Loan Note pursuant to a notice signed by the Security Trustee and Simply Smart Group.</p> <p>"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 existing or future assets.</p> <p>"Existing Loan Note Instruments" means the instruments dated on or about 7 March 2003 constituting the Existing Notes executed by Simply Smart Group.</p> <p>"Existing Notes" means (a) the 1,573,543 £1 variable rate guaranteed secured A loan notes 2004 of Simply Smart Group and (b) the 3,467,000 £1 variable rate guaranteed secured B loan notes 2010 of Simply Smart Group, in each case or as the case may be the principal amount from time to time issued and paid up and outstanding in relation to those loan notes.</p> <p>"Finance Documents" means the Debenture, the Loan Note Instrument, the Existing Loan Note Instruments, the Notes, the Existing Notes, each Designated Loan Note and any document certificate or instrument executed in connection therewith or pursuant thereto.</p> <p>"Group" means Simply Smart Group and its subsidiaries from time to time and "Group Company" shall be construed accordingly.</p> <p>"Guarantee" means the guarantee contained in the Debenture.</p> <p>"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 now or at any time hereafter belonging to or created by or assigned to the Company.</p> <p>"Loan Note Instrument" means the instrument dated on or about the date of the Debenture executed by Simply Smart Group constituting the Notes.</p> <p>"Notes" means the 1,000,000 £1 fixed rate guaranteed secured loan notes 2009 of tSimply Smart Group constituted by the Loan Note Instrument or as the case may be the principal amount from time to time issued and paid up and outstanding.</p> <p>Please refer to the next continuation sheet for further details of the definitions used in this form.</p>	

<p>4</p>	<p>Amount secured</p>	<p>Please give us details of the amount secured by the mortgage or charge.</p>
<p>Amount secured</p>	<p>Definitions used in this form (continued):</p> <p>"Permitted Encumbrance" means any of:</p> <ul style="list-style-type: none"> (a) a lien or right of set-off arising between the Group Companies who are party to the Debenture 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 (including without limitation in respect of the Existing Loan Note Instruments); 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; and (e) the Prior Ranking Security. <p>"Prior Ranking Security" means the security referred to in a deed of priorities dated 7 March 2003 between (1) Barclays Bank Plc, (2) Equity Harvest Fund and (3) the Group Companies who are party to the Debenture (the "Deed of Priorities") and the Deed of Priorities itself.</p> <p>"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 Company from other persons due or owing to the Company 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.</p> <p>"Receiver" means any receiver or receiver and manager or administrative receiver appointed by the Security Trustee under or by virtue of the Debenture whether alone or jointly with any other person and includes any substitute for any of them appointed from time to time.</p> <p>"Security Beneficiaries" means the Security Trustee, the holders from time to time of the Designated Loan Notes and the holders from time to time of the Notes.</p> <p>"Simply Smart Group" means The Simply Smart Group Limited, a company incorporated in England and Wales with company number 04627313.</p>	

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Particulars of a mortgage or charge



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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

is or may become a party or otherwise entitled and all trade and tenants' fixtures, plant and machinery owned by the Company now or hereafter annexed to all freehold and leasehold property its estate or interest in which stands charged under the Debenture;

(c) 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 now or at any time hereafter belonging to the Company, together with all dividends (unless such dividends are or are to be paid in satisfaction of any of the amounts secured by the Debenture), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;

(d) the goodwill of the Company and its uncalled capital now or at any time hereafter in existence and future calls (whether made by the directors of the Company or by a Receiver or a liquidator);

(e) all Intellectual Property;

(f) all plant, vehicles and machinery now or at any time hereafter belonging to the Company (excluding however plant and machinery for the time being forming part of its stock in trade or work in progress);

(g) (subject to the terms of the Debenture) all Receivables; and

(h) the benefit of all representations, undertakings, warranties and indemnities if any granted in favour of the Company 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.

3. 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 Debenture, 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 the Debenture and the right to recover and receive all compensation which may be payable to it in respect of them.

4. The Company 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 Company 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 Company shall upon the request of the Security Trustee, forthwith serve written notice of such assignment upon the vendors party to the Acquisition Documents.

5. The security from time to time created by or pursuant to the Debenture shall:

(a) 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 expressly declared in the Debenture that no prior security held by the Security Trustee and/or the Security Beneficiaries or any of them over the property charged by the Debenture or any part thereof shall merge into the security created by or pursuant to the Debenture; and

(b) remain in full force and effect as a continuing security until the earlier of: (cont).

Please refer to the next continuation sheet for further details of the property mortgaged or charged.

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

(i) the Security Trustee having certified in writing that the obligations secured by the Debenture have been discharged in full and (ii) the security constituted by the Debenture having been released.

6. The Company covenants with the Security Trustee (for the benefit of the Security Beneficiaries) that during the continuance of the security created by the Debenture it shall not without the consent in writing of the Security Trustee:

- (a) 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 property charged by the Debenture to secure any liability, actual or contingent;
- (b) save as permitted or required under the Debenture 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 property charged by the Debenture.

The Debenture gives the Security Trustee the right to appoint a Receiver.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3310603
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 16 NOVEMBER 2009 AND CREATED BY BY
WORD OF MOUTH LIMITED FOR SECURING ALL MONIES DUE
OR TO BECOME DUE FROM THE COMPANY OR ANY OTHER
GROUP COMPANY TO EQUITY HARVEST FUND (IN ITS
CAPACITY AS THE SECURITY TRUSTEE ACTING THROUGH ITS
NOMINEE DUNEDIN (SAPE GP) NOMINEES LTD) OR THE
SECURITY BENEFICIARIES OR ANY OF THEM ON ANY
ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 1 DECEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 DECEMBER
2009



Companies House
— for the record —

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES