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CHFP025

COMPANIES FORM No. 155(6)a

Declaration in relation to
assistance for the acquisition
of shares

155(6)a

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

03310603

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

Name of company

* BY WORD OF MOUTH LIMITED

* insert full name
of company

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

~~We~~ Michael David Hugo Lloyd Owen of 47 Eglantine Road, London SW18 2DE, Jane Elizabeth Lloyd Owen of 47 Eglantine Road, London SW18 2DE, Justin Tinne of 5 Branksea Street, London SW6 6TT, Sarah Louise Hawkins of Friezley, Friezley Lane, Cranbrook, Kent TN17 2LL, Hugo James Miller-Brown of 64b Hackford Road, London SW9 0RG, Richard Charles Lewis Perry of 34 Ranelagh Gardens Mansions, London SW6 3UQ, Nigel David Brewster of Lynden Hall, Langworthy Lane, Holyport SL6 2HH and Antony Adriaan Roostenburg of Maplehurst Barn, Frittenden Road, Staplehurst, Kent TN12 0DL

† delete as
appropriate

~~We~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~(a) that of a recognised bank, licensed institution, within the meaning of the Banking Act 1979, or of a person authorised under section 31 of the Insurance Companies Act 1982 to carry on insurance business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company] ~~[company]~~

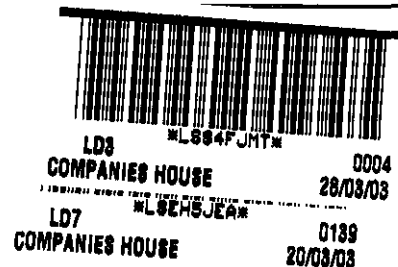
The assistance is for the purpose of [that acquisition] ~~[purpose of that acquisition]~~

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

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

Nicholson Graham & Jones
110 Cannon Street
London
EC4N 6AR
(doc. 1380410)
DX:58 London Chancery Lane

For official Use
General Section



The assistance is to be given to: (note 2) _____

JOYCOUNT LIMITED (Company No. 04627313) whose registered office is at 110
Cannon Street, London EC4N 6AR

Please do not
write in this
margin

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

The assistance will take the form of:

SEE EXHIBIT 2

The person who ~~has acquired~~ ^{XXXXXXXX} will acquire† the shares is:

† delete as
appropriate

JOYCOUNT LIMITED (Company No. 04627313) whose registered office is at 110
Cannon Street, London EC4N 6AR

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

SEE EXHIBIT 3

The amount of cash to be transferred to the person assisted is £ NIL

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

The date on which the assistance is to be given is within 8 weeks of the date hereof

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write in this
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☒ We have formed the opinion, as regards the 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)

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

* delete either (a) or
(b) as appropriate

(a) ☒ We have formed the opinion that the 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 the company within 12 months of that date, and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~* (note 3)

And ☒ 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 110 CANNON ST
LONDON EC4N 6AR

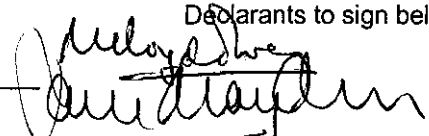


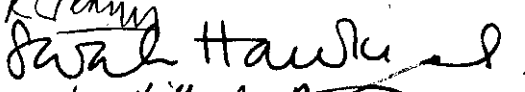
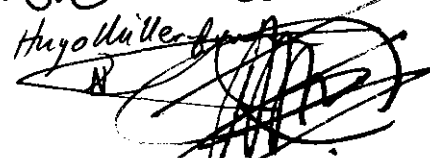
Declarants to sign below

Day Month Year
on

0	7	0	3	2	0	0	3
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before me KIRSTEN SPARROW 

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

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
37 Castle Terrace
Edinburgh
EH1 2EB

Declaration in relation to assistance for the acquisition of shares pursuant to Section 155(6) of Companies Act 1985

This is the Exhibit 1 referred to in the statutory declaration of Michael Lloyd Owen, Justin Tinne, Richard Perry, Sarah Hawkins, Hugo Miller-Brown, Nigel David Brewster, Antony Adriaan Roostenburg and Jane Lloyd Owen declared on **7** March 2003

Before me,

  Kieren Smeaton

Solicitor/Commissioner for Oaths

Company number 03310603

BY WORD OF MOUTH LIMITED

(the "Company")

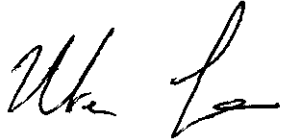
Exhibit 1

The entire issued share capital of the Company, being 8,500 "A" ordinary shares of £1 each, 8,401 preference shares of £1 each and 1,500 "B" ordinary shares of £1 each.

Declaration in relation to assistance for the acquisition of shares pursuant to Section 155(6) of Companies Act 1985

This is the Exhibit 2 referred to in the statutory declaration of Michael Lloyd Owen, Justin Tinne, Richard Perry, Sarah Hawkins, Hugo Miller-Brown, Nigel David Brewster, Antony Adriaan Roostenburg and Jane Lloyd Owen declared on 7 March 2003

Before me,

 KIRSTEN SPEED

Solicitor/Commissioner for Oaths

BY WORD OF MOUTH LIMITED

Exhibit 2

1. Facility Agreement

The acceptance by, inter alia, the Company of a facility letter (the "Facility Agreement") addressed by the Bank to Joycount Limited ("Joycount").

2. Bank Guarantee and Debenture

The execution by, inter alia, the Company of a composite guarantee and debenture ("Bank Guarantee and Debenture") in favour of the Barclays Bank Plc (the "Bank") pursuant to which:

- (a) the Company will guarantee the payment of, inter alia, all monies and liabilities due or incurred by London Catering Services (2003) Limited ("LCS (2003)") or by Joycount to the Bank (which will include sums advanced by the Bank to Joycount to enable Joycount to fund the acquisition of the Company); and
- (b) the Company will charge the whole of its property, undertaking and assets both present and future (including by way of fixed and floating charge) in favour of the Bank to secure, amongst other things, its liabilities to the Bank.

3. Master Agreement

The execution by, inter alia, the Company of a form of master agreement (the "Master Agreement") for a composite accounting system arrangement between the Bank and the Company, LCS (2003) and Joycount (together the "**Borrowers**" and each a "**Borrower**"), such agreement relating to availability (on a composite accounting basis) to the Borrowers of the overdraft facility to be made available pursuant to the Facility Agreement.

4. Cross Guarantee

The execution by, inter alia, the Company of a second cross-guarantee (the "Cross-Guarantee") in favour of the Bank under which the Company will guarantee to the Bank on a joint and several basis all indebtedness now or in the future owing by each Borrower or acceding party to the Cross Guarantee; and

5. Deed of Priority

The execution by, inter alia, the Company of a deed of priority ("Deed of Priority") with the Bank and Sand Aire Private Equity Limited ("Sand Aire") as security trustee.

6. Intra-Group Loan Agreement

The execution by the Company of an intra-group funding agreement ("Intra-Group Loan Agreement") between the Company, Joycount, LCS (2003) and the Bank pursuant to which the Company agrees, if requested by Joycount (and provided that the making of an advance under the Intra-Group Loan Agreement would not constitute financial assistance prohibited pursuant to section 151(2) of the Companies Act 1985 which prohibition has not been disapplied in respect of the Company by reason of its compliance with the provisions of sections 155 to 158 inclusive of that Act), to lend to Joycount such sums as Joycount considers necessary to meet its payment obligations or to remedy a default under the facility provided pursuant to the Facility Agreement or the Loan Note Guarantee and Debenture (as defined below).

7. Loan Note Guarantee and Debenture

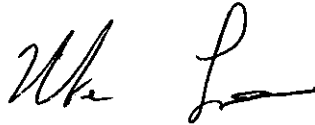
The execution by, inter alia, the Company of a composite guarantee and debenture ("Loan Note Guarantee and Debenture") in favour of the Security Trustee (as defined in the Loan Note Guarantee and Debenture) pursuant to which:

- (a) the Company would guarantee payment of, inter alia, all monies and liabilities due to or incurred by each other to the Security Trustee (on behalf of Security Beneficiaries) (each as defined in the Loan Note Guarantee and Debenture) under the Loan Notes or any Designated Loan Notes (each as defined in the Loan Note Guarantee and Debenture) from time to time; and
- (b) the Company and LCS (2003) and Joycount would charge the whole of their property, undertaking and assets both present and future (including by way of fixed and floating charge) in favour of the Security Trustee to secure, inter alia, their liabilities to the Security Trustee and the Security Beneficiaries.

**Declaration in relation to assistance for the acquisition of shares pursuant to Section
155(6) of Companies Act 1985**

This is the Exhibit 3 referred to in the statutory declaration of Michael Lloyd Owen, Justin Tinne, Richard Perry, Sarah Hawkins, Hugo Miller-Brown, Nigel David Brewster, Antony Adriaan Roostenburg and Jane Lloyd Owen declared on 7 March 2003

Before me,

 KIRSTEN SPARROW

Solicitor/Commissioner for Oaths

BY WORD OF MOUTH LIMITED

Exhibit 3

1. Facility Agreement

Under the Facility Agreement, the Bank is offering the Company, Joycount and London Catering Services (2003) Limited ("LCS (2003)" and together with the Company and Joycount the "Borrowers" and each a "Borrower") (and to other members of the group which subsequently accede as parties):

- (a) an overdraft facility with a gross limit of £1,100,000 for utilisation under a composite accounting system; and
- (b) ancillary facilities of a loan note guarantee totalling £208,740 on behalf of Joycount (such loan notes to be used in part satisfaction of the consideration due in connection with the acquisition of the Company) and a rent guarantee of £25,000 on behalf of the Company.

2. Bank Guarantee and Debenture

Under the Bank Guarantee and Debenture, the Company:

- (a) guarantees (by way of guarantee and indemnity) the payment of, inter alia, all monies and liabilities due or incurred by the Company, LCS (2003) or Joycount to the Bank; and
- (b) covenants that it will on demand in writing pay or discharge all moneys and liabilities which shall be due owing or incurred by it, LCS (2003) or Joycount to the Bank and charges to the Bank the whole of its property, undertaking and assets both present and future (including by way of fixed and floating charge) in favour of the Bank to secure, amongst other things, the payment and discharge of all monies and liabilities covenanted to be paid or discharged by it pursuant to the Bank Guarantee and Debenture.

3. Master Agreement

Under the Master Agreement, in consideration of the Bank's agreeing, for the purpose of calculating interest, to deduct credit balances from debit balances on the current accounts ("Relevant Accounts") to which the Master Agreement applies on the basis stated in the Master Agreement, each Borrower (i) authorises the Bank to apply any money standing to its credit on a Relevant Account against the indebtedness to the

Bank on Relevant Accounts of any Borrowers and (ii) agrees that the above facility may be utilised only for so long as the indebtedness to the Bank of each Borrower (including any other members of the group which subsequently accede as parties to the Master Agreement) is guaranteed by each other Borrower under a cross-guarantee in form and substance satisfactory to the Bank.

4. Cross Guarantee

Under the Cross Guarantee, the Borrowers (including the Company) (together with any other member of the group that subsequently accedes to it) independently guarantees to the Bank on a joint and several basis (and by way of indemnity) all indebtedness now or in the future owing by each other Borrower or party.

5. Deed of Priority

Under the Deed of Priority, the Company acknowledges certain arrangements entered into with the Bank and the Security Trustee (as defined in the Loan Note Guarantee and Debenture) which provide regulate the priority, inter alia, of the Bank Guarantee and Debenture and Loan Note Guarantee and Debenture and certain other security given to the Bank by the Borrowers.

6. Intra-Group Loan Agreement

Under the Intra-Group Loan Agreement the Company would, if requested by Joycount (and provided that the making of an advance under the Intra-Group Loan Agreement would not constitute financial assistance prohibited pursuant to section 151(2) of the Companies Act 1985 which prohibition has not been disapplied in respect of the Company by reason of its compliance with the provisions of sections 155 to 158 inclusive of that Act), lend to Joycount such sums as Joycount considers necessary to meet its payment obligations or to remedy a default under the facility provided pursuant to the Facility Agreement or the Loan Note Guarantee and Debenture (as defined below).

7. Loan Note Guarantee and Debenture

Under the Loan Note Guarantee and Debenture, the Company:

- (a) guarantees (by way of guarantee and indemnity) payment of, inter alia, all monies and liabilities due to or incurred by LCS (2003) or Joycount to the Security Trustee (on behalf of the Security Beneficiaries) (each as defined in the Loan Note Guarantee and Debenture) under the Loan Notes or any Designated Loan Notes (each as defined in the Loan Note Guarantee and Debenture) from time to time; and
- (b) charges and mortgages the whole of its property, undertaking and assets both present and future (including by way of fixed and floating charge) in favour of

the Security Trustee to secure, inter alia, its liabilities to the Security Trustee and the Security Beneficiaries.

**AUDITORS' REPORT TO THE DIRECTORS OF BY WORD OF
MOUTH LIMITED (THE COMPANY) PURSUANT TO SECTION
156(4) OF THE COMPANIES ACT 1985**

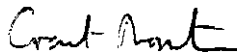
We have examined the attached statutory declaration of the directors dated 7 March 2003 in connection with the proposal that the Company should give financial assistance for the purchase of all of the Company's ordinary shares.

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

Birmingham

7 March 2003