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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

Pursuant to section 395 of the Companies Act 1985



395

To the Registrar of Companies

For official use

Company number

1111

3945200

Name of company

* ARAMARK Catering Limited ("Company")

Date of creation of the charge

20 December 2000

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

Composite Guarantee and Debenture ("Debenture")

Amount secured by the mortgage or charge

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 Bank by any Group Company whether actually or contingently, whether pursuant to the guarantee contained in the Debenture or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Bank at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable

(see continuation sheet)

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

National Westminster Bank plc
PO Box 175
4th floor, 29 Bond Street
Leeds LS1 5BJ

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

DLA
Princes Exchange
Princes Square
LEEDS
LS1 4BY

SXA.SJD.aramark

Time critical reference

For official use
Mortgage Section

Post room



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COMPANIES HOUSE

0227
22/12/00

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1. By way of first fixed charge:

1.1. all present and future freehold and leasehold property of the Company 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 fixed plant and machinery of the Company at any time thereon;

1.2. all estates and interests not hereinbefore effectively charged 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 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;

(see continuation sheet)

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

22 December 2000

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.

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

3945890

Name of Company

ARAMARK Catering Limited ("Company")

Limited*

* delete if
inappropriate

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

expenses which the Bank may in the course of their business charge in respect of any facilities or accommodation or service provided by the Bank for keeping any Group Company's account; "Secured Obligations".

**Please complete
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Definitions

"Group Company" means ARAMARK Catering Limited and any subsidiary (as defined in section 736 of the Companies Act 1985 or any subsidiary undertaking as defined in section 258 and schedule 10A of the Companies Act 1985) of ARAMARK Catering Limited.

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

**Please complete
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1.3. all stocks, shares, 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 Secured Obligations), interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing; including but not limited to the following:

Company Chorgor	Charged Securities
ARAMARK Catering Limited International Limited	2 £1 ordinary shares in Campbell Bewley
ARAMARK Catering Limited	137,158 £1 ordinary shares in ARAMARK Limited
ARAMARK Limited	100 £1 ordinary shares and 100 £1 deferred ordinary shares in ARAMARK Trustees Limited
	10,000 £1 ordinary shares in Stuart Cabeldo Catering Limited
	867,151 A ordinary shares, 867,150 B ordinary shares and 281,000 5% preference shares in ARA Catering and Vending Services Limited
	1,000 £1 ordinary shares, 1,000 deferred ordinary shares and 4,000 preference shares in ARA Coffee Club Limited
	2 £1 ordinary shares in ARA Marketing Services Limited
	2,000 ordinary shares of 0.05p in Thwaites & Mathews (1980) Ltd
	100 ordinary shares and 100 deferred ordinary shares in ARA Coffee System Limited
	5,000 ordinary shares of £1 in ARA Food Services Limited
	2,000 ordinary shares in Aramark Manning Services UK Limited
	2 ordinary £1 shares in ARA Offshore Services Limited
	100 shares of US\$1 in ARAMARK U.S. Offshore Services, Inc.
	10,000 US \$ shares in ARAMARK (KAZAKHSTAN) LTD LLC
	1,000 shares in ARAMARK GUINEA EQUATORIAL, INC.
	23,784 shares in ARAMARK BELGIUM NV

1.4. 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);

1.5. all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company or any of them in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of the Company;

(see continuation sheet)

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Particulars of a mortgage or charge (continued)

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

CHA 116

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Company Number

3945890

Name of Company

ARAMARK Catering Limited ("Company")

Limited*

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

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

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1.6. 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);

1.9. the benefit of all contracts licences consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property specified in any other paragraph of clauses 1 and 2 of the Debenture to the extent that the same may be lawfully effected without requiring the express consent of the relevant third parties and the right to recover and receive all compensation which may be payable to it in respect of them;

1.10. the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Company under or pursuant to the Acquisition Documents to the extent that the same may be lawfully effected without requiring the express consent of the relevant third parties and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them.

2. By way of first floating charge 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 and (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.

NOTE 1

The Company covenants with the Bank that during the continuance of this security it shall not without the consent in writing of the Bank:

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;

save as permitted or required under the Debenture or under the Facilities Agreement, 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.

NOTE 2

The Debenture contains a power of attorney.

The Debenture grants the Bank the right to appoint a Receiver.

(see continuation sheet)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

3945890

Name of Company

ARAMARK Catering Limited ("Company")

Limited*

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

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

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Definitions

"Acquisition Agreements" means the ARAMARK Sale Agreement GB dated 14 November 2000 and made between ARAMARK Holdings Limited, ARAMARK Corporation and ARAMARK Catering Limited and the Campbell Bewley Sale Agreement GB dated 14 November 2000 and made between Meurice Amsterdam Holdings BV, Campbell Bewley Group Limited and ARAMARK Catering Limited providing, respectively, for the Acquisitions;

"Acquisition" means the acquisition by ARAMARK Catering Limited of the entire issued share capital of the ARAMARK Limited and Campbell Bewley International Limited in accordance with the terms of the Acquisition Documents (and "Acquisition" means either such acquisition).

"Banking Documents" means any one or more of the Facilities Agreement, the Working Capital Facility Letter, the Debenture dated 20 December 2000 between (1) Aramark Limited and (2) Aramark Catering Limited and (3) the Bank and any other documents entered into from time to time by the Company as security for the Secured Obligations, the Guarantees, the Counter Indemnities, the agreements for the time being constituting the Hedging Arrangements and any documents supplemental to any of the foregoing, including, without limitation, any documents pursuant to which any Group Company becomes subject to the provisions of any such document(s)

"Charged Property" means the property referred to in clauses 1 and 2 and all other property of whatsoever nature from time to time charged by or pursuant to the Debenture;

"Charging Company" means each company listed in schedule 1 to the Debenture and each other company which executes a deed of accession in substantially the form of schedule 5 in such capacity from time to time;

"Counter Indemnities" means the indemnities in the Bank's preferred form to be entered into by Aramark Limited or any Group Company in respect of its liabilities under the Guarantees, and "Counter Indemnity" means any of them;

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Facilities" means the term loan facility as granted to Aramark Limited by the Bank pursuant to the Facilities Agreement and the working capital facility made available to Aramark Catering Limited and Aramark Limited by the Bank pursuant to the Working Capital Facility Letter;

(see continuation sheet)

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Particulars of a mortgage or charge (continued)

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

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Company Number

3945890

Name of Company

ARAMARK Catering Limited ("Company")

Limited*

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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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"Facilities Agreement" means the facilities agreement dated 20 December 2000 and made between (1) ARAMARK Catering Limited (2) ARAMARK Limited and (3) the Bank;

"Group Company" means ARAMARK Catering Limited and any subsidiary (as defined in section 736 of the Companies Act 1985 or subsidiary undertaking as defined in section 258 and schedule 10A of the Companies Act 1985) of ARAMARK Catering Limited;

"Guarantees" means the guarantees in the agreed form to be issued by the Bank pursuant to the guarantee facility granted to the Company pursuant to clause 2 of the Facilities Agreement;

"Hedging Arrangements" means the hedging arrangements which are to be entered into by the Borrower pursuant to the Facilities Agreement.

"Permitted Borrowings" means the Borrowings permitted by the Debenture;

"Permitted Encumbrances" means a lien or right of set-off arising in the ordinary course of business solely by operation of law; an Encumbrance which the Bank has at any time in writing agreed shall be a Permitted Encumbrance; Encumbrances arising under the Banking Documents or under any further security provided by any Group Company in connection with the Facilities; any Encumbrances arising solely as a result of a title retention clause in a supply agreement entered into by any Group Company or arising under conditional sale or hiring agreements in respect of goods supplied to the Group in the ordinary course of business; and Encumbrances arising from Permitted Borrowings;

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

"Target" means each company in which shares are to be acquired pursuant to an Approved Acquisition.

"Working Capital Facility Letter" means any letter or letters from time to time in force from the Bank to Aramark Limited and Aramark Catering Limited and others which regulates the terms of the working capital facility made available to Aramark Limited and Aramark Catering Limited and others.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03945980

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 20th DECEMBER 2000 AND CREATED BY ARAMARK CATERING LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 22nd DECEMBER 2000.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28th DECEMBER 2000.

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AE*



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



C O M P A N I E S H O U S E