

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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

473461/13
395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

110

02263726

Name of company

* Whittard of Chelsea Limited (the "Assignor")

Date of creation of the charge

30 May 2008

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

Insurance assignment relating to keyman life policies between (1) the Assignor and (2) the Security Trustee (as defined below) (the "Assignment")

Amount secured by the mortgage or charge

1 The Assignor covenants in favour of the Security Trustee that it will pay and discharge all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Assignor to the Security Trustee and/or the other Security Beneficiaries (or any of them) under or pursuant to any Finance Document (including all monies covenanted to be paid under the Assignment) provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the assignment (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 or any analogous provisions in any other jurisdictions (the "Secured Obligations")

2 Every payment by the Assignor of a Secured Obligation which is made to a Security Beneficiary to which that Secured Obligation is due and payable in accordance with the Finance Document under which such sum is payable to that Security Beneficiary shall operate in satisfaction to the same extent of the covenant referred to in paragraph 1 above

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

Landsbanki Islands hf as security trustee for the Security Beneficiaries (as defined below) of Hafnarstraeti 5, 155 Reykjavik, Iceland (the "Security Trustee")

Postcode

Presenter's name address and
reference (if any)

SJ Berwin LLP
FAO Katy Kingston
10 Queen Street Place
London
EC4R 1BE

705/L19377 86/CP2 1576235 1

Time critical reference

For official Use (02/06)
Mortgage Section

Post room

WEDNESDAY



LD2 18/06/2008 111
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 The Assignor assigns and agrees to assign to the Security Trustee all of its rights, title and interest, present and future, in and to the Policies (including all new, amended and substituted policy or policies relating thereto) and all monies, including bonuses accrued, or which may at any time hereafter accrue, which shall become payable thereunder and the benefit of all powers and remedies for enforcing the same absolutely and the full benefit thereof, subject only to the proviso for redemption contained in the Assignment
- 2 All mortgages, charges, assignments and other security made or created under the Assignment are made or created
 - (a) in favour of the Security Trustee,
 - (b) with full title guarantee in accordance with the law of property (Miscellaneous Provisions Act 1994), and
 - (c) as a continuing security for payment of all Secured Obligations
- 3 Subject always to the provisions of the Assignment, the Assignor represents and warrants that it is the sole legal and beneficial owner of its right, title and interest, present and future, in and to the Policies free from any Security (other than a Permitted Security (as defined in the Assignment)) right of set-off, counter-claim or other equity whatsoever (except in favour of the Security Trustee)

Continued at Addendum 4/4

Particulars as to commission allowance or discount (note 3)

N/A

Signed *ST Bernin*

Date *18/6/08*

On behalf of ~~XXXXXXXX~~ (mortgagee/~~XXXXXXXX~~) †

Please do not write in this margin

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

A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

Name of company

*insert full name
of Company

* Whittard of Chelsea Limited (the "Assignor")

Addendum 1/4

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

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

Addendum 3/4

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

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

In this form 395, the following terms have the following meanings

"Agreement" means the senior facilities agreement for Java Acquisitions Limited dated 1 November 2007 and made between the Parent (1), the Borrowers (2), the Original Guarantors (3), the Arranger (4), the Original Lenders (5), the Agent (6), the Security Trustee (7) and the Issuing Bank (8) (each term as defined therein)

"Accession Letter" means a document substantially in the form set out in Schedule 7 (Form of Accession Letter) of the Agreement

"Agent" means Landsbanki Islands hf, Hafnarstraeti 5, 155 Reykjavik, Iceland

"Arranger" means Landsbanki Islands hf, Hafnarstraeti 5, 155 Reykjavik, Iceland

"Baugur" means BG Holding ehf a limited company registered in Iceland with number 520603-4330 whose registered office is at Tungata 6, 101 Reykjavik, Iceland

"Baugur Guarantee" means the guarantee and indemnity from Baugur dated 1 November 2007 in favour of the Security Trustee in the agreed form

"Borrower" means the Assignor, Java Acquisitions Limited and Boaters Coffee Co Limited

"Charged Property" means all of the assets of the Obligors, Barney Holdings Limited and the other Java Chargor Shareholders (as defined in the Agreement) which from time to time are, or are expressed to be, the subject of the Transaction Security

Name of company

*insert full name
of Company

* Whittard of Chelsea Limited (the "Assignor")

"**Compliance Certificate**" means a certificate substantially in the form set out in Schedule 8 (Form of Compliance Certificate) of the Agreement

"**Délegate**" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

"**Finance Document**" means the Agreement, any Accession Letter, the Baugur Guarantee, the Company Intra-Group Loan Agreement (as defined in the Agreement), any Compliance Certificate, any Hedging Agreement, the Intercreditor Agreement, any Selection Notice (as defined in the Agreement), any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and Java

"**Finance Party**" means the Agent, the Arranger, Landsbanki Islands hf as issuing bank, the Security Trustee, a Lender (as defined in the Agreement) and a Hedge Counterparty, in each case, under the Agreement

"**Guarantor**" means Java Acquisitions Limited and Boaters Coffee Co Limited or an Additional Guarantor (as defined in the Agreement), unless it has ceased to be a Guarantor in accordance with Clause 29 (Changes to the Obligors) of the Agreement

"**Hedge Counterparty**" means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

"**Hedging Agreement**" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by a Borrower and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the Term Facilities (as defined in the Agreement) in accordance with the Hedging Letter delivered to the Agent under Clause 4.1 (Initial conditions precedent) of the Agreement

"**Hedging Letter**" has the meaning given to it in part 1 of Schedule 2 (Conditions Precedent) of the Agreement

"**Intercreditor Agreement**" means the intercreditor agreement dated 1 November 2007 and made between the companies listed in Schedule 2 of that intercreditor agreement as the Obligors, Intra-Group Creditors and Intra-Group Debtors (1), the Java Chargor Shareholders (2), the Security Trustee (3), the Agent (4), the Arranger (5), the Lenders (6) and the Issuing Bank (7), as more particularly defined in the Agreement

"**Obligor**" means a Borrower or a Guarantor

"**Policies**" means the policy of insurance, particulars of which are as follows

Insurer BUPA Health Assurance Limited

Life Assured Patricia Jane Prowse

Policy Number H237823401/LIR5/001

Sum Assured £500,000

Name of company

* insert full name
of Company

* Whittard of Chelsea Limited (the "Assignor")

Term

Renewable Term (5 years effective from 26 March 2008)

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Beneficiaries" means each Finance Party from time to time party to the Agreement and any Receiver or Delegate

"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents

"Transaction Security Documents" has the meaning given to in the Agreement

"Utilisation Request" means a notice substantially in the relevant form set out in Part 1 of Schedule 3 (Requests) of the Agreement



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2263726
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN INSURANCE ASSIGNMENT
RELATING TO KEYMAN LIFE POLICIES DATED 30 MAY 2008
AND CREATED BY WHITTARD OF CHELSEA LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO LANDSBANKI ISLANDS HF AS SECURITY
TRUSTEE FOR THE SECURITY BENEFICIARIES AND/OR THE
OTHER SECURITY BENEFICIARIES (OR ANY OF THEM) WAS
REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE
COMPANIES ACT 1985 ON THE 18 JUNE 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JUNE 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**