

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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

152

1934366

Name of company

* Paramount plc (the "Chargor")

Date of creation of the charge

20 May 2005

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

Debenture given by the Chargor in favour of HSBC Bank plc (the "Debenture")

Amount secured by the mortgage or charge

All money and liabilities whatever, whenever and however incurred whether
now or in the future due, or become due, from the Chargor to the Bank (the
"Debt").

This includes, but is not limited to:

- a) overdrafts, loans or other facilities and further advances of money;
- b) guarantees and indemnities to the bank and any of the Chargor's other
contingent liabilities;
- c) discount, commission and other lawful charges and expenses;
- d) interest in accordance with any agreement between the Chargor and the
Bank and, if there is no agreement, interest on any money and liabilities
due from the Chargor at an annual rate of 3% above the Bank's base rate
from time to time computed and compounded monthly and/or according to the
Bank's current practice. Interest as above applies before and after any
demand or judgement;
- e) money agreed to be paid by the Chargor under Clause 25 of the Debenture.

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

HSBC Bank plc of Sheffield SPC, Ground Floor, 79 Hoyle Street, Sheffield
(the "Bank")

Postcode S3 7EW

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

Pinsent Masons
Dashwood House
69 Old Broad Street
London
EC2M 1NR

Time critical reference

For official Use
Mortgage Section

New
Mortgage



PMO 0267
COMPANIES HOUSE 27/05/05
A13 0497
COMPANIES HOUSE 02/06/05
A07 0362
COMPANIES HOUSE 27/05/05

040118

165

395

Short particulars of all the property mortgaged or charged

See schedule 2

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)

None

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

Signed

Richard Mason

Date

1/6/05

On behalf of ~~XXXXXX~~ [mortgagee/~~XXXXXX~~] †

† 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

SCHEDULE 1

Definitions

In this Form 395 the following terms shall have the following meaning:

“Exclusion”	means a legal, valid and binding restriction on the creation of Security over an asset existing as at the date of this Debenture without the consent of a third party (other than a member of the Group), breach of which would materially impair or destroy property or other rights of the Chargor in relation to or in connection with such asset.
“Group”	means the Chargor, Paramount plc and each of their respective subsidiaries for the time being.
“Satisfied”	means in relation to an Exclusion, the legal, valid and binding satisfaction or removal of such Exclusion as a result of the granting of consent by all relevant third parties.

SCHEDULE 2

Short Particulars of all the property mortgaged or charged

Security given over the Chargor's Assets

1. The Chargor, with full title guarantee, and as security for the payment and discharge of the Debt, charges:-
 - (a) By way of legal mortgage all freehold and leasehold land now vested in the Chargor together with all buildings fixtures, fittings and fixed plant and machinery now or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part I of the First Schedule in the Debenture (other than any subject to an Exclusion unless and until the same is Satisfied) subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule in the Debenture.
 - (b) By way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule below (other than any subject to an Exclusion unless and until the same is Satisfied).
 - (c) By way of first fixed charge (except as already charged above):-
 - (i) All the present and future/right, title and interest of the Chargor in or to any freehold or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery now or at any time afterwards on it (other than any subject to an Exclusion unless and until the same is Satisfied).
 - (ii) All chattels now or at any time afterwards belonging to the Chargor. This excludes any of them for the time being forming part of the stock in trade or work-in-progress of the Chargor or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by this Debenture.
 - (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above and/or to any trade or business from time to time carried on by the Chargor.
 - (iv) All book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immovable property wherever situated now or at any time afterwards due owing or incurred to the Chargor. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Chargor to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Chargor which shall not be subject to this fixed charge and also such debts and claims as charged in accordance with paragraph (v) below.
 - (v) Any credit balance on any account of the Chargor with the Bank.
 - (vi) Any credit balance on any account of the Chargor with any bank (other than the Bank) or other person.

- (vii) All goodwill and uncalled capital for the time being of the Chargor.
- (viii) All stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Chargor). In addition,
 - (a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Chargor,
 - (b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any of these (together with any securities mentioned in the Second Schedule below, collectively called, the "**Securities**").
- (ix) All letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) now or at any time afterwards belonging to the Chargor (together with any of the same mentioned in the Second Schedule below, collectively called the "**Intellectual Property**").
- (x) All policies of life insurance or assurance and all rights and claims to which the Chargor is now, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8(a) below).
- (xi) All rights and other property to which the Chargor is now, or may at any time afterwards, become entitled as a result of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction.
- (xii) The benefit of all agreements for the provision by the Chargor to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Chargor.
- (xiii) The proceeds of sale of any property mentioned above.
- (d) By way of floating charge, all the undertaking of the Chargor and all its property whatsoever and wheresoever both present and future. This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated.

The property referred to in paragraphs (a), (b), (c) and (d) above is collectively called the "**Charged Property**". The property referred to in paragraphs (a) (b) and (c) (together with any property for the time being effectively charged by way of fixed charge by the application of Clause 5 of the Debenture) is collectively called the "**Fixed Charged Property**".

Form of Charge Filed at Land Registry under Ref MD618B

Negative Pledge

1. The Chargor shall not, except with the prior written consent of the Bank:-
 - (a) create, or attempt to create, or allow to subsist over all or any of the charged property, any mortgage, charge, lien, pledge, trust or other security other than the Debenture and the mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture; or
 - (b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Chargor (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Chargor or for any purpose other than in connection with the business of the Chargor; or
 - (c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Debenture; or
 - (d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Chargor's business and for the purpose of carrying on the same) any part of the remainder of the charged property.

The Second Schedule referred to above

Company	Shares	Number
Paramount Restaurants Limited	Ordinary Shares of £1.00 each	1
Groupe Chez Gerard Limited	Ordinary Shares of 25 pence each	20,621,170
Real Inns Limited	Ordinary Shares of £1.00 each	3,397,925

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01934366

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 20th MAY 2005 AND CREATED BY PARAMOUNT P.L.C. FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th MAY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th JUNE 2005.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES