

Declaration by the directors of a holding company in relation to assistance for the acquisition of shares

155(6)b

3097808

Please do not
write in this
margin

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

Please see attached annexure 2.

The assistance will take the form of:

Please see attached annexure 3.

† delete as appropriate

Please see attached annexure 4.

The value of any asset to be transferred to the person assisted is £ Please see annexure 5.

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

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

~~X~~We have formed the opinion, as regards this 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)

(a) ~~We have formed the opinion that this company will be able to pay its debts as they fall due during the year immediately following that date]~~* (note 3)

[illegible]

And ~~X~~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 10 NORWICH STREET
LONDON EC4A 1BD

Declarants to sign below

on

Day	Month	Year
28	09	2006

before me ALLEN H. BEHN

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
Companies House
37 Castle Terrace
Edinburgh
EH1 2EB

**ANNEXURES
to Form 155(6)(b)**

**by Paramount Limited
(the "Company")
in respect of financial assistance to be given by
Groupe Chez Gerard Restaurants Limited
(the "Subsidiary")**

Annexure 1

Names and addresses of all the directors of the Company

Nicholas Andrew Basing of 4 John Watkin Close, Clarendon Park, Epsom, Surrey KT19 7LW

Richard James Darwin of 25 Meadow Road, Claygate, Surrey KT10 0RZ

Annexure 2

Number and class of shares acquired or to be acquired

6,232,356 'A' Incentive shares of £0.0001

5,936,959 'B' Incentive shares of £0.0001

83,835,072 Ordinary shares of £0.01

2,000,000 Preference shares of £1.00

Annexure 3

Form of financial assistance

- 1 The entry by the Subsidiary into an accession agreement to a senior facilities agreement (the "**Senior Facilities Agreement**") made between (1) Paramount Holdings Limited (the "**Parent**"), (2) Paramount Acquisitions Limited (the "**Purchaser**"), (3) The Royal Bank of Scotland plc ("**RBS**") as arranger, agent, issuing bank, security trustee and ancillary lender and (4) the financial institutions defined therein as *Original Lenders* and dated 28 September 2006, in terms of which the Lenders (as defined in the Senior Facilities Agreement) will make available term facilities of up to £53,000,000 (the "**Term Facilities**"), a capex facility of up to £10,000,000 (the "**Capex Facility**") and a revolving credit facility of up to £5,000,000 (the "**Revolving Facility**") (together the "**Senior Facilities**") to the Purchaser and certain of the Purchaser's subsidiaries. Amounts borrowed under the Term Facilities are to be applied by the Purchaser:
 - 1.1 to part finance the consideration payable by the Purchaser for the acquisition of the Company's parent company, Craftbutton Limited (the "**Target**"); and
 - 1.2 to lend funds to the Target pursuant to the terms of a downstream intra-group loan agreement (the "**Downstream Loan Agreement**") to be made between the Target and the Purchaser in order to enable the Target to repay its existing financial indebtedness to (a) HSBC Bank plc ("**HSBC**") under the terms of a £32,200,000 facility agreement dated 31 March 2005 and made between, among others, HSBC and the Target (as amended from time to time) (the "**HSBC Facility Agreement**") and (b) the holders of loan notes issued pursuant to a loan note instrument entered into by the Target and Starlight Investments Limited and dated 31 March 2005 (the "**Loan Note Instrument**"). The Target used amounts borrowed pursuant to the HSBC Facility Agreement and the Loan Note Instrument to fund the acquisition of the entire issued share capital of the Company.

The Capex Facility is to be used to part fund the refurbishment, conversion and/or set-up of restaurant sites owned by members of the Group (as defined in the Senior Facilities Agreement) as at the date of the Senior Facilities Agreement or acquired thereafter, and the Revolving Credit Facility is to be used for the working capital and general corporate purposes of the Group. By acceding to the Senior Facilities Agreement, the Subsidiary will give a guarantee to each of the Finance Parties (as defined in the Senior Facilities Agreement (the "**Senior Finance Parties**")) of all obligations of each other Obligor (as defined in the Senior Facilities Agreement (the "**Senior Obligors**")) to the Senior Finance Parties under the Finance Documents (as defined in the Senior Facilities Agreement (the "**Senior Finance Documents**")) and will also give certain representations and warranties, covenants and indemnities to the Senior Finance Parties to cause them to make the Senior Facilities available.

- 2 The entry by the Subsidiary into an accession agreement to a mezzanine facility agreement (the "**Mezzanine Facility Agreement**") made between, among others, (1) the Purchaser, (2) Barclays Bank PLC ("**Barclays**") as mezzanine facility agent and (3) the financial institutions defined therein as Original Lenders and dated 28 September 2006, pursuant to which the Lenders (as defined in the Mezzanine Facility Agreement) will make available a mezzanine term facility of up to £9,000,000 (the "**Mezzanine Facility**" and, together with the Senior Facilities, the "**Facilities**") to the Purchaser. Amounts borrowed under the Mezzanine Facility are to be applied by the Purchaser:
 - 2.1 to part finance the consideration payable by the Purchaser for the acquisition of the Target; and
 - 2.2 to lend funds to the Target pursuant to the terms of the Downstream Loan Agreement in order to enable the Target to repay its existing indebtedness to (a) HSBC under the HSBC Facility Agreement and (b) the holders of notes issued pursuant to the Loan Note Instrument.

By acceding to the Mezzanine Facility Agreement, the Subsidiary will give a guarantee to each of the Finance Parties (as defined in the Mezzanine Facility Agreement (the "**Mezzanine Finance Parties**")) of all obligations of each other Obligor (as defined in the Mezzanine Facility Agreement (the "**Mezzanine Obligors**")) to the Mezzanine Finance Parties under the Finance Documents (as defined in the Mezzanine Facility Agreement (the "**Mezzanine Finance Documents**")) and give certain representations and warranties, covenants and indemnities to the Mezzanine Finance Parties to cause them to make the Mezzanine Facility available.

- 3 The entry by the Subsidiary into an accession agreement to a debenture (the "**Debenture**") made between the Parent and the Purchaser as chargors and RBS as security trustee (the "**Security Trustee**"), pursuant to which the Subsidiary will secure all present and future obligations and liabilities (whether actual or contingent and whether incurred jointly or severally or in any other capacity) owed by the Senior Obligors and the Mezzanine Obligors to the Senior Finance Parties and the Mezzanine Finance Parties respectively.
- 4 The entry by the Subsidiary into an accession agreement to an intercreditor deed (the "**Intercreditor Deed**") made between the Parent, the Purchaser, the Original Guarantors (as defined therein), the Senior Lenders (as defined therein), RBS as agent for the Finance Parties (as defined therein), the Mezzanine Lenders (as defined therein), Barclays as agent for the Mezzanine Finance Parties (as defined therein), the Security Trustee, the Intragroup Creditors (as defined therein) and the Investors (as defined therein), the purpose of which is to rank the claims of the parties to the Intercreditor Deed as between each other.

5 The entry by the Subsidiary into an inter-company loan agreement between the
1 Target, the Company, Caffè Uno Brasseries Limited, Paramount Restaurants Limited
("Paramount Restaurants") and the Subsidiary as lenders and the Purchaser, the
Target, the Company and Paramount Restaurants as borrowers (the "**Inter-Company
Borrowers**") under which the lenders will provide revolving credit facilities to the
Inter-Company Borrowers to enable them to, among other things, service their
financial obligations under the Senior Facilities Agreement and the Mezzanine
Facility Agreement (together the "**Facilities Agreements**"), to pay amounts owing in
respect of certain loan notes and deep discounted bonds issued by the Purchaser
(together the "**Investor Debt Instruments**") and to satisfy other obligations in
relation thereto.

Annexure 4

The principal terms on which the financial assistance will be given

- 1 By acceding to the Senior Facilities Agreement, the Subsidiary will (a) irrevocably
guarantee to each of the Senior Finance Parties each other Senior Obligor's obligations
under the Senior Finance Documents and (b) give various representations, warranties,
undertakings, covenants and indemnities to the Senior Finance Parties, including
undertaking (inter alia) that it will at all times indemnify the Senior Finance Parties
from and against all actions, suits, proceedings, claims, demands, liabilities, damages,
costs, expenses, losses and charges whatsoever in relation to or arising out of the
Senior Finance Parties' provision of the Senior Facilities.
- 2 By acceding to the Mezzanine Facility Agreement, the Subsidiary will (a) irrevocably
guarantee to each of the Mezzanine Finance Parties each other Mezzanine Obligor's
obligations under the Mezzanine Finance Documents and (b) give various
representations, warranties, undertakings, covenants and indemnities to the Mezzanine
Finance Parties, including undertaking (inter alia) that it will at all times indemnify
the Mezzanine Finance Parties from and against all actions, suits, proceedings, claims,
demands, liabilities, damages, costs, expenses, losses and charges whatsoever in
relation to or arising out of the Mezzanine Finance Parties' provision of the
Mezzanine Facility.
- 3 By acceding to the Debenture, the Subsidiary (a) covenants that it will, on the Security
Trustee's written demand, pay or discharge to the Security Trustee the Secured
Liabilities (as defined in the Debenture) now or in the future due, owing or incurred
by it to each Senior Finance Party and each Mezzanine Finance Party, under or
pursuant to the Senior Finance Documents and the Mezzanine Finance Documents
whether on or after such demand, (b) grants to the Security Trustee with full title
guarantee first fixed and floating charges over all its undertaking, property and assets
present and future, as continuing security for the payment or discharge of the Secured
Liabilities, (c) agrees that it shall, as and when required by the Security Trustee, at its
own cost, execute such further legal or other mortgages, charges or transfers in favour
of the Security Trustee as the Security Trustee shall from time to time require over all
or any part of the Charged Assets (as defined therein), further to secure the payment
of the Secured Liabilities and (d) undertakes that it shall not, without the prior written
consent of the Security Trustee (i) create, attempt to create or permit to subsist in
favour of any person other than the Security Trustee any security on or affecting the
Charged Assets or (ii) dispose of the Charged Assets or any part thereof other than as
expressly permitted by the terms of the Senior Finance Documents and/or the
Mezzanine Finance Documents.
- 4 By acceding to the Intercreditor Deed, the Subsidiary will (a) acknowledge the
arrangements made therein which regulate (inter alia) the ability of the Subsidiary to
make certain payments to certain of its secured and unsecured creditors and (b) give
certain undertakings in relation to the debt owed to it by other members of the Group

in order to subordinate its rights in relation to such debt to the rights of the Senior Finance Parties and the Mezzanine Finance Parties.

- 5 Pursuant to the Inter-Company Loan Agreement, the Subsidiary will undertake to the Inter-Company Borrowers that it will provide them with a loan facility in a maximum aggregate principal amount of £150,000,000. Sums drawn down by the Inter-Company Borrowers under the Inter-Company Loan Agreement may be used, among other things, to service financial obligations under the Facilities Agreements, to pay amounts owing in respect of the Investor Debt Instruments and to satisfy other obligations in relation thereto. Outstanding amounts under the Inter-Company Loan Agreement will be repayable on the dates agreed by the parties thereto and will bear interest at the rate agreed by the parties thereto.

Annexure 5

The amount of cash to be transferred to the person assisted and the value of any asset to be transferred to the person assisted

The amount of cash to be transferred to the person assisted is nil at the date hereof, subject to any amounts advanced pursuant to the terms of the Inter-Company Loan Agreement, up to and including an amount of £150,000,000.



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The Directors
Paramount Limited
8-10 Grosvenor Gardens
London
SW1W 0DH

28 September 2006

Dear Sirs

Independent auditors' report to the directors of Paramount Limited (the "Company") pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of the Company dated 28 September 2006 in connection with the proposal that the Company's subsidiary undertaking, Groupe Chez Gerard Restaurants Limited, should give financial assistance for the purchase of the entire issued share capital of the Company's holding company, Craftbutton Limited.

Our report has been prepared pursuant to the requirements of section 156(4) of the Companies Act 1985 and for no other purpose. No person is entitled to rely on this report unless such a person is a person entitled to rely upon this report by virtue of and for the purpose of section 156(4) of the Companies Act 1985 or has been expressly authorised to do so by our prior written consent. Save as above, we do not accept responsibility for this report to any other person or for any other purpose and we hereby expressly disclaim any and all such liability.

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.

Yours faithfully

BDO Stoy Hayward LLP

BDO Stoy Hayward LLP
Chartered Accountants and Registered Auditors