

CHFP025

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COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

~~C/P 018663/13~~

155(6)a

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

01994330

Note

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

Name of company

* Blubeckers Limited (the "Company")

* insert full name
of company

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

XWe 0 For a list of directors, please see continuation sheet 1

† delete as appropriate

§ delete whichever
is inappropriate

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

The business of the company is:

[illegible]

(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's wholly owned~~

The assistance is for the purpose of ~~the acquisition~~ [reducing or discharging a liability incurred for the purpose of that acquisition]. †

The number and class of the shares acquired or to be acquired is: 5,219 issued Ordinary Shares
of £1.00 each in the capital of the Company.

Presenter's name address and
reference (if any) :
MacLay Murray & Spens
One London Wall
London
EC2Y 5AB

For official Use
General Section

Post room



A11 *A3K
COMPANIES HOUSE

174
21/12/2005

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

The Restaurant Group PLC, 10 George Street, Edinburgh EH2 2DZ (the "Parent")

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

The assistance will take the form of:

The entry by the Company into:

1) an accession letter (the "Accession Letter") dated on or around the date hereof in respect of the Facility Agreement pursuant to which the Company will grant a guarantee in favour of each Finance Party (the "Guarantee"); and

2) an intra group loan agreement between the Company and the Parent, dated on or around the date hereof (the "Intra Group Loan Agreement").

For schedule of definitions please see continuation sheet 3.

The person who [has acquired] ~~XXXXXXXX~~ † the shares is:

† delete as
appropriate

The Parent

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

Please see continuation sheet 2.

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

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

~~X~~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)

(a) ~~X~~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)

[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

Declarants to sign below

LONDON

on

Day		Month		Year			
1	2	1	2	2	0	0	5

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

Emilia

Ronan Meyer

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

Pursuant to Section 155(6) of the Companies Act 1985

Continuation sheet 1

To the Registrar of Companies

Name of company

Company number

BLUBECKERS LIMITED

01994330

List of directors of Blubeckers Limited:

1. Richard David Brown, 115 Hampton Road, Hampton Hill, Middlesex TW12 1JQ;
2. Stephen Mark Anthony Critoph, 42 Becmead Avenue, London SW16 1UQ; and
3. Robert John Morgan, 2 Highlands Road, Seer Green, Beaconsfield, Buckinghamshire HP9 2XN.

Pursuant to Section 155(6) of the Companies Act 1985

Continuation sheet 2

To the Registrar of Companies

Name of company

Company number

BLUBECKERS LIMITED

01994330

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

1. Guarantee

1.1 Guarantee and indemnity

Under the Guarantee, the Company irrevocably and unconditionally jointly and severally:

- (i) guarantees to each Finance Party punctual performance by each Borrower of all that Borrower's obligations under the Finance Documents;
- (ii) undertakes with each Finance Party that whenever a Borrower does not pay any amount when due under or in connection with any Finance Document, the Company shall immediately on demand pay that amount as if it was the principal obligor; and
- (iii) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

1.2 Continuing guarantee

The Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

1.3 Reinstatement

If any payment by an Obligor or any discharge given by a Finance Party (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (i) the liability of each Obligor shall continue as if the payment, discharge, avoidance or reduction had not occurred; and

- (ii) each Finance Party shall be entitled to recover the value or amount of that security or payment from each Obligor, as if the payment, discharge, avoidance or reduction had not occurred.

2. ***Intra Group Loan Agreement***

- 2.1 Under the Intra Group Loan Agreement, the Company grants to the Parent on the terms and conditions of the Intra Group Loan Agreement a revolving credit facility (the "**Facility**") under which the Company will make Advances (as defined in the Intra Group Loan Agreement) to the Parent in such amounts as may be required from time to time.
- 2.2 The Parent may use the Facility only to help fund (a) the repayment of borrowings incurred by it under the Facility Agreement, (b) to pay interest on such borrowings, (c) to pay costs and expenses incurred directly or indirectly in connection with the Acquisition (d) to fund any dividend payments, (e) to reduce or discharge any other liability incurred directly or indirectly for the purpose of or otherwise in connection with the Acquisition and (f) for such other purposes as the Company may agree in writing.

Pursuant to Section 155(6) of the Companies Act 1985

Continuation sheet 3

To the Registrar of Companies

Name of company

Company number

BLUBECKERS LIMITED

01994330

Schedule of definitions:

“Borrower” shall have the meaning given to it in the Facility Agreement.

“Facility Agreement” means the facility agreement among, inter alia, the Parent and Barclays Bank PLC as agent for each of the Finance Parties dated 17 April 2003 relating to term loan and revolving credit facilities of £70,000,000 as amended by (1) a consent and amendment letter dated 31 March 2005; (2) a consent and amendment letter dated 15 June 2005; and (3) a consent and amendment letter dated 18 November 2005 as the same may be further amended, novated, varied or supplemented from time to time.

“Finance Documents” shall have the meaning given to it in the Facility Agreement and **“Finance Document”** shall mean any one of them.

“Finance Party” shall have the meaning given to it in the Facility Agreement and **“Finance Party”** shall mean any one of them.

“Obligor” shall have the meaning given to it in the Facility Agreement.



BDO Stoy Hayward LLP
Chartered Accountants

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Web site: www.bdo.co.uk

The Directors
Blubeckers Limited
20 Irving Street
London
WC2H 7AU

12 December 2005

Dear Sirs

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

We have examined the attached statutory declaration of the directors of Blubeckers Limited ("the Company") dated 12 December 2005 in connection with the proposal that the Company should give financial assistance for the purchase of 5,219 of the ordinary shares of the Company.

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.

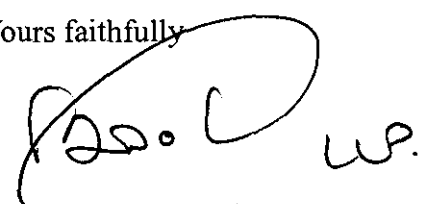
Basis of opinion

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
Chartered Accountants and Registered Auditors