

# 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

298339/26

## Particulars of a mortgage or charge

# 395

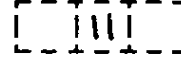
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



2177931

Name of company

\* Est Est Est Restaurants Limited (the "Chargor")

Date of creation of the charge

22 June 2007

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

Debenture granted by the Chargor in favour of the Security Trustee (as  
defined below) (the "Debenture")

Amount secured by the mortgage or charge

The Secured Liabilities (as defined in the attached appendix)

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

Jeremy Kevin Roberts of Wyndcroft, Adlington Road, Wilmslow, Cheshire (the  
"Security Trustee")

Postcode SK9 2AL

Presentor's name address and  
reference (if any)

Pinsent Masons

3 Colmore Circus

Birmingham

B4 6BH

NS03/603319 07013/EMP

Doc. 21322291.1

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

THURSDAY



A49

\*A7YMIQZ8\*

05/07/2007

701

COMPANIES HOUSE

Please see attached appendix

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)

Nil

Signed

*Pinsent Masons*

Date 4 July 2007

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

*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**

## APPENDIX

### Short particulars of all the property mortgaged or charged

#### 1 CHARGES

1 1 Pursuant to the terms of the Debenture, as continuing security for payment of the Secured Liabilities, the Chargor with full title guarantee charged to the Security Trustee all its right, title and interest from time to time in each of the following assets -

1 1 1 by way of first legal mortgage all Land vested in the Chargor at the date of the Debenture,

1 1 2 by way of first fixed charge all other Land vested in the Chargor at the date of the Debenture (to the extent not effectively charged by clause 3 1 1 of the Debenture and described in paragraph 1 1 1 above) and all Land acquired by the Chargor after the date of the Debenture,

1 1 3 by way of first fixed charge -

(a) the Securities,

(b) the Intellectual Property,

(c) the Monetary Claims,

(d) the Fixed Plant and Equipment,

(e) the Loose Plant and Equipment,

(f) the Accounts,

(g) the Insurances,

(h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and

(i) its goodwill and uncalled capital both at the date of the Debenture and thereafter,

1 1 4 by way of first floating charge the whole of the Chargor's undertaking and assets, at the date of the Debenture and thereafter and wherever situated, which are not for any reason effectively charged or assigned (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Chargor situated in Scotland

1 2 If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Chargor shall hold it on trust for the Security Trustee

1 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by the Debenture

#### 2 DELIVERY OF DOCUMENTS OF TITLE

The Chargor has agreed that subject to the terms of Inter Creditor Deed and if requested by the Security Trustee upon the execution of the Debenture (or, if later, upon receipt or entitlement thereof), it shall deposit with the Security Trustee and the

Security Trustee during the continuance of the security constituted by the Debenture shall be entitled to hold all deeds, certificates and other documents of title relating to Land, the Securities and Insurances

In the case of the Securities, the Chargor has agreed that it shall also deliver such stock transfer forms or other instruments of transfer (stamped and executed in blank by the Chargor) as the Security Trustee may request

### **3 LAND REGISTRY**

3 1 The Chargor and the Security Trustee have applied to the Land Registry for the following notices to be entered into the register of the title to any Land at the date of the Debenture or thereafter owned by the Chargor and registered under the Land Registration Act 1925 -

3 1 1 "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent by the proprietor for the time being of the charge dated 22 June 2007 in favour of Jeremy Kevin Roberts (as Security Trustee) referred to in the charges register, or if appropriate, signed on such proprietor's behalf by the Security Trustee"

3 1 2 "Jeremy Kevin Roberts is under an obligation to make further advances and the security created by the charge dated 22 June 2007 in favour of Jeremy Kevin Roberts has been created for the purpose of securing such further advances"

### **4 FURTHER ASSURANCE**

4 1 The Chargor has agreed that it shall, at its own expense, at any time when required by the Security Trustee, execute and deliver to the Security Trustee -

4 1 1 a valid legal mortgage of any Land at the date of the Debenture or thereafter owned by the Chargor,

4 1 2 a fixed charge over any interest, not capable of being charged by way of legal mortgage, in any Land at the date of the Debenture or thereafter belonging to the Chargor,

4 1 3 a legal assignment or other fixed Security over all or any of the Charged Property or any other asset belonging to it,

4 1 4 where any of its assets are situated outside England and Wales, such fixed security (or such security in that jurisdiction most closely akin to fixed security) under the law of the place where the asset is situated as the Security Trustee may require,

4 1 5 a Notice of Charge addressed to any third party of any of the charges or assignments created by or pursuant to the Debenture,

in each case, in the Security Trustee's standard form or such other form as the Security Trustee may require

4 2 Without prejudice to clause 6 1 of the Debenture (described in paragraph 4 1 above), the Chargor has agreed that it shall, and shall procure that each of its Subsidiaries shall, at its own expense, at any time when required by the Security Trustee do and concur in all acts or things as the Security Trustee may deem necessary or desirable for the purpose of the creation, perfection, protection or maintenance of any of the Security intended to be created by the Debenture over all or any of the Charged Property or to facilitate the enforcement of that Security, or the exercise of any powers

or discretions intended to be vested in the Security Trustee or any Receiver by the Debenture

**5 RESTRICTIONS ON DEALING**

5 1 The Chargor has undertaken that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Finance Documents or with the prior written consent of the Security Trustee

5 2 The Chargor has undertaken that it shall not (and shall not agree to) at any time during the subsistence of the Debenture, except as expressly permitted under the terms of the Finance Documents or with the prior written consent of the Security Trustee, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its interest in or otherwise dispose of any of the Charged Property or permit the same to occur, or agree to do any of the foregoing, provided that, until -

5 2 1 the floating charge created by clause 3 2 of the Debenture and described in paragraph 1 1 4 above is converted into a fixed charge, or

5 2 2 the occurrence of the Enforcement Date,

the Chargor may hold, enjoy and deal with, in accordance with the Finance Documents, the Charged Property which is not at the relevant time expressed to be subject to a fixed charge or mortgage

**6 NO DEALING WITH MONETARY CLAIMS**

The Chargor has agreed that it shall not at any time during the subsistence of the Debenture, without the prior written consent of the Security Trustee or as permitted pursuant to the terms of the Finance Documents, sell, factor, discount, transfer, assign, lend or otherwise dispose of any of the Monetary Claims or enter into any agreement to do any of the foregoing

**7 ACCOUNTS VARIATION**

The Chargor has agreed that, during the subsistence of the Debenture it shall not, without the Security Trustee's prior written consent, permit or agree to any variation of the rights attaching to any Account or close any Account unless such account closure is notified in advance to the Security Trustee

**8 ACCOUNTS: OPERATION AFTER ENFORCEMENT DATE**

The Chargor has agreed that, after the occurrence of the Enforcement Date, it shall not be entitled to receive, withdraw or otherwise transfer any credit balance from time to time on any Account except with the prior consent of the Security Trustee

**9 LAND**

The Chargor has agreed (with the intent that these restrictions shall apply in relation to all Land vested in the Chargor at the date of the Debenture or acquired by the Chargor after the date of the Debenture) that it shall not, without the prior written consent of the Security Trustee -

9 1 make or permit the making of any alteration or addition to any of its Land (other than internal non-structural alterations) or commit or permit any person to commit any waste upon or injure or in any manner or by any means lessen the value of its Land or sever or permit to be severed from any of its Land any Fixtures except for the purpose of replacing them as soon as practicable with others of equal or greater value,

- 9 2      accelerate or defer payment of any moneys payable under any lease under which any of its Land is held by the Chargor and where any lease contains a provision for the review of rent promptly notify the Security Trustee of any attempt by the lessor to implement a review but not agree the reviewed rent or appoint or agree to the appointment of a third party to determine a rent review,
- 9 3      apply for any licence, consent or approval under any such lease or any superior lease,
- 9 4      exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or create or suffer to be created a tenancy of any description of any of its Land or confer or permit to be conferred upon any person any contractual licence, right or interest to occupy or use or grant any licence or permission to assign, underlet or part with possession of the whole or any part of its Land or agree to do any of the foregoing, and sections 99 and 100 of the LPA shall not apply to the Debenture, and
- 9 5      enter into any negotiations with any competent authority with regard to the compulsory acquisition of any of its Land or consent to the compulsory acquisition of any of its Land, and, if so requested by the Security Trustee, permit the Security Trustee or its authorised representatives to conduct such negotiations or to give such consent on the Chargor's behalf

**Definitions used in Form M395 and this Appendix.-**

|                              |   |
|------------------------------|---|
| <b>"Account"</b>             | means any account opened or maintained by the Chargor at any bank or financial institution  |
| <b>"Business Day"</b>        | means a day (other than a Saturday or Sunday) on which banks are open for business in London  |
| <b>"Charged Property"</b>    | means all the assets and undertaking of the Chargor which from time to time are, or purport to be, the subject of the security created in favour of the Security Trustee by or pursuant to the Debenture  |
| <b>"Enforcement Action"</b>  | means - <ul style="list-style-type: none"><li>(a) the acceleration of any Secured Liabilities or any declaration that any Secured Liabilities are prematurely due and payable or payable on demand,</li><li>(b) the taking of any steps to enforce or require the enforcement of the Debenture (including the crystallisation of any floating charge),</li><li>(c) the making of any demand against the Chargor in relation to any guarantee, indemnity or other assurance against loss in respect of any Secured Liabilities,</li><li>(d) the exercise of any right of set-off against the Chargor in respect of any Secured Liabilities excluding any right of set off under a netting arrangement with the Chargor's clearing bank,</li><li>(e) the suing for, commencing or joining of any legal or arbitration proceedings against the Chargor to recover any Secured Liabilities, or</li><li>(f) the petitioning, applying or voting for, or the taking of any steps which may lead to any administration, winding-up, insolvency or dissolution of or in relation to the Chargor</li></ul> |
| <b>"Enforcement Date"</b>    | means the date on which the Security Trustee first takes Enforcement Action   |
| <b>"Est Guarantee"</b>       | means the guarantee executed by the Chargor in favour of the Noteholders on or about the date of the Debenture in respect of the liabilities of Est Midco under the Loan Note Instrument  |
| <b>"Est Midco"</b>           | means Pimco 2635 Limited (to be renamed Est Midco Limited) (No 06223741) whose registered office is at 1 Park Row, Leeds LS1 5AB  |
| <b>"Est Midco Debenture"</b> | means the debenture granted by Est Midco in favour of the Security Trustee (as trustee for the Noteholders) on or about the date of the Debenture   |

|                                    |  |
|------------------------------------|--|
| <b>"Finance Documents"</b>         | means the Debenture, the Est Guarantee, the Est Midco Debenture, the Security Trust Deed, the Loan Note Instrument, the Notes, the Inter Creditor Deed and any other document designated in writing by the Security Trustee to be a "Finance Document"   |
| <b>"Fixed Plant and Equipment"</b> | means all plant, machinery or equipment of the Chargor of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building   |
| <b>"Fixtures"</b>                  | means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures   |
| <b>"Insurances"</b>                | means any policy of insurance or assurance in which the Chargor has an interest and all claims and rebates of premium under any such policy  |
| <b>"Intellectual Property"</b>     | <p>means any of the following in which the Chargor has an interest (but only to the extent of that interest) -</p> <ul style="list-style-type: none"><li>(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,</li><li>(b) any invention, copyright, design right or performance right,</li><li>(c) any trade secrets, know-how and confidential information, and</li><li>(d) the benefit of any agreement or licence for the use of any such right</li></ul> |
| <b>"Inter Creditor Deed"</b>       | means an inter creditor deed dated the same date as the Debenture made between among others, The Restaurant Group plc, Timothy Bacon, Jeremy Roberts, the Chargor, Est Midco and The Governor and Company of the Bank of Scotland  |
| <b>"Land"</b>                      | means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland   |
| <b>"Loan Note Instrument"</b>      | means the loan note instrument constituting secured loan notes 2012 of Est Midco in the maximum aggregate principal amount of £2,500,000   |



|                                    |  |
|------------------------------------|--|
| <b>"Loose Plant and Equipment"</b> | means, in relation to the Chargor, all plant, machinery, equipment and motor vehicles at the date of the Debenture or at any time thereafter owned by the Chargor as a capital asset which is not Fixed Plant and Equipment  |
| <b>"LPA"</b>                       | means the Law of Property Act 1925   |
| <b>"Monetary Claims"</b>           | means all book and other debts and monetary claims at the date of the Debenture or subsequent to the date of the Debenture owing to the Chargor (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt  |
| <b>"Noteholder"</b>                | has the meaning given to it the Loan Note Instrument   |
| <b>"Notes"</b>                     | means the £2,500,000 loan notes constituted by Est Midco pursuant to the terms of the Loan Note Instrument   |
| <b>"Notice of Charge"</b>          | means a notice of the charges created by or pursuant to the Debenture in such form as may be specified by the Security Trustee   |
| <b>"Receiver"</b>                  | means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property   |
| <b>"Related Rights"</b>            | <p>means in relation to any Charged Property</p> <ul style="list-style-type: none"><li>(a) the Chargor's proceeds of sale of any part of that Charged Property,</li><li>(b) all rights of the Chargor under any licence, agreement for sale or agreement for lease in respect of that Charged Property,</li><li>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in favour of the Chargor in respect of that Charged Property, and</li><li>(d) any moneys and proceeds paid or payable to the Chargor in respect of that Charged Property</li></ul> |
| <b>"Secured Liabilities"</b>       | means all liabilities and obligations at the date of the Debenture and thereafter of the Chargor to the Security Trustee and/or any Noteholder pursuant to the terms of the Finance Documents (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Security Trustee or the Noteholder (as the case may be) was the original creditor in respect thereof) including without   |

limitation interest, commission, costs, charges and expenses charged by the Security Trustee or the relevant Noteholder at rates agreed between it and the Chargor or in the absence of the express agreement, at two per cent above the base rate of The Governor and Company of the Bank of Scotland from time to time

**"Securities"**

means all the right, title and interest of the Chargor, at the date of the Debenture or subsequent to the date of the Debenture, in any -

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme

**"Security"**

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

**"Security Trust Deed"**

means the deed dated on or about the date of the Debenture made by the Security Trustee pursuant to which he will hold Security granted by Est Midco and the Chargor in his favour on trust for the Noteholders

**"Subsidiaries"**

means the subsidiaries of the Chargor from time to time

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 02177931

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd JUNE 2007 AND CREATED BY EST EST EST RESTAURANTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO JEREMY KEVIN ROBERTS (THE SECURITY TRUSTEE) AND/OR ANY NOTEHOLDER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JULY 2007

*P. Cer*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES