

153030/39

COMPANIES FORM NO. 395

M**Particulars of a mortgage or charge**

Pursuant to section 395 of the Companies Act 1985

395Please do not
write in this
marginPlease complete
legibly,
preferably in
black type or
bold block
lettering

To the Registrar of Companies

For Official Use Company Number

02177931

Name of company

*Insert full name
of company

Est Est Est Restaurants Limited ("the Company")

Date of creation of the charge

20 June 2005

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

Legal charge ("the Charge")

Amount secured by the mortgage or charge

All sums of money owed and all liabilities or obligations to be carried out by the Company to BoS at any time and from time to time, whether:

- (i) they arise before or after BoS has demanded that they are repaid or carried out;
 - (ii) they are owed or to be carried out immediately or only after a stated event has occurred; or
 - (iii) the Company owes or is to carry them out on its own or jointly with any other person or as guarantor for any other person;
- together with interest, costs and expenses due from the Company to BoS (the "Secured Liabilities").

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

The Governor and Company of the Bank of Scotland ("BoS") of Corporate Banking, 9th Floor, No.1 Marsden Street, Manchester, M2 1HW.

Presenter's name, address and reference
(if any):Eversheds LLP
Central Square South
Orchard Street
Newcastle upon Tyne
NE1 3XX

Ref:

REPG.FREEMAN.102309.010467

Time critical reference

For Official Use
Mortgage section

Post Room

A28
COMPANIES HOUSE

ACDAF6PJ

0084
05/07/05

Short particulars of all the property charged

With full title guarantee:

1. by way of legal mortgage;

(1) the leasehold property known as Coach & Horses Public House 29 Chiswick High Road Hounslow W4 2ND registered at the Land Registry under Title Number AGL43030;

(2) firstly the leasehold property known as Unit 1 and bin store area at 756 and 758 Wilmslow Road Didsbury Greater Manchester registered at the Land Registry under Title Number GM545887; secondly the leasehold property known as Flat B (first floor only) 756 and 758 Wilmslow Road Didsbury Greater Manchester registered at the Land Registry under Title Number GM566514; and thirdly the leasehold property known as Flat 1 (first and second floors) 756 and 758 Wilmslow Road Didsbury Greater Manchester more particularly described in a lease dated 10 April 1995 between (1) Manchester Commercial Buildings Target Limited (2) Merrycrown Limited and (3) Lilley's Restaurant Limited;

(3) the leasehold property known as Newgate House 32/36 Newgate Street Chester registered at the Land Registry under Title Number CH440163;

(4) the leasehold property known as 75 London Road Alderley Edge SK9 7DY registered at the Land Registry under Title Number CH408852;

(5) the leasehold property known as 703 Manchester Road Bury registered at the Land Registry under Title Number GM747152;

(6) the leasehold property known as part of the ground floor, the terrace and part of the basement of Capitol House Bond Court 31/33 East Parade Leeds more particularly described in a lease dated 1 May 1998 made between (1) F R Evans (Leeds) Limited (2) City Centre Restaurants (UK) Limited and (3) City Centre Restaurants Plc;

(7) the leasehold property known as Ground Floor and Basement of 6 Bow Street and 5 Ridgefield Manchester more particularly described in a lease dated 12 April 1996 between (1) MEPC Investments Limited and (2) the Borrower; and

(8) the leasehold property known as 36 High Street Wimbledon more particularly described in a lease dated 10 June 1992 between (1) Wimbledon Plant Hire Limited (2) Zen Tennis Limited and (3) Blaidwood Limited (together referred to as the "Property")

2. by way of fixed charge:

2.1 all buildings and other structures on, and items fixed to, the Property;

2.2 any goodwill relating to the Property or the business or undertaking conducted at the Property;

2.3 all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of the Charge; and

2.4 the proceeds of any claim made under any insurance policy relating to the Property;

3. by way of assignment, all rents and other sums at any time payable by any tenants or licensees of the Property to the Company together with the benefit of all the Company's rights and remedies relating to them to hold to **BoS** absolutely subject to redemption upon repayment of the Secured Liabilities;

4. if the Borrower is a company (which shall include an industrial and provident society registered under the Industrial and Provident Society Acts) by way of floating charge all unattached plant, machinery, chattels and goods now or at any time after the date of the Charge on or in or used in connection with the Property or the business or undertaking conducted at the Property.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

For the Bank

Signed

Everhead LLP

Date: 4 July 2005

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, e.g. "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

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 LEGAL CHARGE DATED THE 20th JUNE 2005 AND CREATED BY EST EST EST RESTAURANTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 5th JULY 2005.

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

Posmana.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES