

# M

CHFP025

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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

10

02512932

Name of company

\* LE PONT DE LA TOUR LIMITED (the "Company")

Date of creation of the charge

13 SEPTEMBER 2006

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Security Beneficiaries (or any of them) by the Company, whether actually or contingently, solely or jointly and whether as principal or surety under the Finance Documents and whether or not the Security Beneficiaries (or any of them) shall have been an original party to the relevant transaction, and including interest, discount, commission and other charges or expenses which the Security Beneficiaries may lawfully and properly charge or incur in respect of any of those matters in accordance with the Finance Documents (the "**Secured Liabilities**")

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

THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND of New Ueberior House, 11 Earl Grey Street, Edinburgh (in its capacity as security trustee for the Security Beneficiaries (the "**Security Trustee**")

Postcode EH3 9BN

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

DLA Piper UK LLP

3 Noble Street

London

EC2V 7EE

Contact: Ejiro Andrew-Ukoko

68233.120072.11169392

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room



## 1. CHARGING PROVISIONS

(a) The Company with full title guarantee charged to the Security Trustee as a continuing security for the payment or discharge of the Secured Liabilities:-

(i) by way of legal mortgage all estates or interests in the freehold and leasehold property described in Schedule 2 hereto together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property;

(ii) by way of fixed charge:-

continued on Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed DLA Piper UK LLP

Date 25/09/2006

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)

## Notes

† delete as  
appropriate

- 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

Name of company

\*insert full name  
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## Addendum 1/4

## 1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Addendum 2/4

## 2. Amount due or owing on the mortgage or charge (continued)

## NOTE.

## In this form:

**"Acquisition Agreement"** means the agreement, in the agreed terms, of 13 September 2006 and made between the Vendor and the Borrower in relation to the Acquisition (all terms as defined in the Common Terms Agreement);

**"Assets"** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

**"Borrower"** means CGL Restaurant Holdings Limited, a company registered in England and Wales with CRN: 05867334;

**"Charged Investments"** means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

**"Charged Securities"** means:

(a) the securities specified in schedule 1 (*Charged Securities*) hereto; and

(b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at 13 September 2006) as at 13 September 2006 or in the future owned (legally or beneficially) by the Borrower, held by a nominee on its behalf or in which the Borrower has an interest at any time;

**"CHL"** means Conran Holdings Limited with registered company number 2836732 and whose registered office is at 22 Shad Thames, London SE1 2YU.

**"Closing Date"** means the date on which Completion (as defined in the Common Terms Agreement) occurs;

**"Common Terms Agreement"** means the common terms agreement of 13 September 2006 and made between BoS as Senior Agent (1), BoS as Senior Lender (2), BoS as Security Trustee (3), BoS as Mezzanine Agent (4), BoS as Mezzanine Lender (5), BoS as Working Capital Bank (6), the Borrower (7) and the companies named in Schedule 1 as Original Obligors (all terms as defined therein) (8);

**"CREST"** means the clearance system operated by CREST Co Limited;

**"Disposal"** means a sale, lease, licence, transfer, loan or other disposal by a person of any asset (including, for the avoidance of doubt, shares), undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions) (including, for the avoidance of doubt, any disposal of any part of the BRG Holding (as defined in the Common Terms Agreement));

**"Finance Documents"** means the Senior Documents, the Working Capital Facility Letter, any other Working Capital Documents entered into in respect of the Hedging Arrangements, the Mezzanine Documents, any other Working Capital Document, the Investor Side Letter, the Hedging Strategy Letter, the Keyman Assignment, any Notice of Drawdown and any other document designated as a "Finance Document" by the Relevant Agent and the Borrower (all terms as defined in the Common Terms Agreement) (each a "Finance Document");

**"Permitted Disposals"** means:

- (i) a Disposal of stock-in-trade on an arm's length basis in the ordinary and usual course of trading;
- (ii) Disposals between UK Obligors;

Name of company

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- (iii) Disposals in the ordinary and usual course of business (and excluding disposals of shares, businesses, freehold or long leasehold property assets, Intellectual Property or other assets the subject of a fixed charge under the Security Documents) where the proceeds are applied towards the acquisition of a replacement asset within 90 days of the disposal, provided that, prior to such application, the proceeds are transferred to, and held in, a Holding Account;
- (iv) Disposals made other than in the ordinary and usual course of trading and not referred to in paragraphs (i) to (iii) of this definition, provided that such Disposals are on an arm's length basis and the value of the assets disposed of (whether by a single or several transactions), when taken together with all such Disposals made by the Group, is not in total more than £1,000,000 per annum;
- (v) Disposals of the BRG Holding for full market value and where the making of that disposal does not involve the member of the Group making the disposal providing any warranties/indemnities in favour of the relevant purchaser of the BRG Holding other than a warranty as to the title of that member of the Group to the BRG Holding;
- (vi) the disposal of the Borrower's interest in Project 12 ApS pursuant to the Project 12 Agreement; and
- (vii) any other Disposal agreed to in advance by the Relevant Agent (acting on the instructions of the Relevant Majority Lenders (all terms used in this definition are as defined in the Common Terms Agreement) such instructions not to be unreasonably withheld or delayed);

**"Permitted Security Rights" means:**

- (i) liens and rights of set-off securing obligations which are not overdue beyond their standard payment dates, arising by operation of law in the ordinary and usual course of trading;
- (ii) Security Rights arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired in the ordinary and usual course of trading;
- (iii) Security Rights granted under and in accordance with the Finance Documents, or with the prior written approval of the Relevant Agent; and
- (iv) Security Rights arising under a rent deposit deed entered on arms' length terms and in the ordinary course of business securing the obligations of a member of the Group in relation to a property leased to a member of the Group (all terms used in this definition are as defined in the Common Terms Agreement);

**"Properties"** means at any time the freehold, heritable and leasehold properties of the Company at that time or any of them as the context requires;

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property (as defined in the Common Terms Agreement);

**"Related Rights"** means, in relation to any Charged Security:

- (a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition;
- (b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

**"Security Beneficiaries"** has the meaning ascribed thereto in the Intercreditor Deed (as defined in the Common Terms Agreement);

**"Security Right"** means any mortgage, charge, security, pledge, lien, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking; and

**"Vendor"** means CHL.

**SCHEDULE 1****Charged Securities**

None

**SCHEDULE 2****Freehold and leasehold property**

None

Name of company

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**SCHEDULE 3****Intellectual Property**

None

**Addendum 3/4**

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

**Addendum 4/4**

4. Short particulars of all the property mortgaged or charged (continued)

(A) all estates or interests in any freehold or leasehold property belonging to the Company (other than the leasehold property known as The Blueprint Café, Design Museum, Butlers Wharf, London SE1 2YD with title number TGL129341 in relation to which the Borrower will use all its best endeavours following the Closing Date to procure that the Blueprint Café Limited enters into a legal charge (in terms acceptable to the Security Trustee) including using its best endeavours in obtaining the consent of the landlord of such lease to the granting of such legal charge) as at 13 September 2006 or at any time after 13 September 2006 (other than any property charged in terms of clause 2(a)(i) of the Deed) together with all buildings which are at any time on the property;

(B) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures, plant and machinery which are at any time on the property charged under the Deed and which are owned by the relevant Company;

(C) all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company;

(D) if and to the extent that the Company is permitted to charge the same, without any third party consent, all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in

Name of company

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relation to them;

(E) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is as at 13 September 2006 or may be entitled under any contracts;

(F) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights owned or to be owned by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;

(G) the Company's goodwill and uncalled capital for the time being;

(H) all present and future book and other debts and monetary claims of the Company whether payable as at 13 September 2006 or in the future and the benefit of all present and future rights and claims of the relevant Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under clause 2(a)(ii)(E) of the Deed);

(I) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

(iii) by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by clause 2 of the Deed, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in clause 2(a)(ii) of the Deed).

(b) The Company with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of the Security Trustee (subject to the right of the relevant Company to require the re-assignment thereof upon payment or discharge in full of the Secured Liabilities):

(i) all the right, title and interest of the Borrower in and to any claim it may have against the Vendor under the Acquisition Agreement;

(ii) all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person; and

(iii) (insofar as they are capable of being assigned by way of security without breaching any express or implied terms of the relevant agreement) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any provision of the Deed.

(c) To the extent that any such right, title and interest as is referred to in clause 2(b) of the Deed is not assignable or capable of assignment, the assignment thereof purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities;

(d) Any mortgage, fixed charge or other fixed security created by the Company in favour of the Security Trustee shall have priority over the floating charge created by the Deed, except insofar as the Security Trustee shall declare otherwise whether at or after the time of creation of such fixed security.

(e) The Security Trustee may at any time, by notice to the relevant Company, immediately convert the floating charge created under clause 2(a)(iii) of the Deed into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Security Trustee, automatically be converted with immediate effect into a fixed charge:-

(i) in respect of any Assets which become subject to a fixed charge in favour of any other person;

(ii) in respect of any Assets which are subject to any step by any third party to levy any distress, attachment, execution or other legal process thereon;

(iii) in respect of all the Assets charged under clause 2(a)(iii) of the Deed if and when the Company ceases to carry on business or to be a going concern; and

Name of company

\*insert full name  
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(iv) in respect of all the Assets of the Company on the making of an order for the compulsory winding-up of a Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of a Company (other than in connection with a scheme of reconstruction approved in writing by the Security Trustee) or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by a Company or any other person for the appointment of an administrator in respect of a Company.

(f) Clause 2(e) of the Deed will not apply:-

(i) to any Assets situated in Scotland if, and to the extent that, a Receiver would not be capable of exercising his powers in Scotland pursuant to Section 72 of the Insolvency Act 1986 by reason of such automatic conversion; and/or

(ii) solely by reason of the Company obtaining a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000.

(g) The Company will not without the prior written consent of the Security Trustee:-

(i) create or attempt to create or permit to subsist any Security Right (other than a Permitted Security Right); or

(ii) make any Disposal (other than a Permitted Disposal); or

(iii) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

## 2. CONTINUING SECURITY

The security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which the Security Trustee (or any other Security Beneficiary) may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.

## 3. UNDERTAKINGS

Save to the extent that the provisions of clause 4 of the Deed are inconsistent with or conflict with the terms of any facility letter entered into between (inter alia) the Company and the Security Beneficiaries from time to time, the Company will (unless otherwise agreed by the Security Trustee in writing):-

(a) not make any material alteration to the structure or the use of any of its Properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its Properties or on the marketability of any of such Properties;

(b) not grant any lease of, part with possession or share occupation of, the whole or any part of any of its Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same in each case in any way which is likely to have a material and adverse effect upon the value of any of such Properties;

(c) not vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its Properties.

(d) immediately upon execution of the Deed or (if later), as soon as is practicable after its acquisition of any Charged Securities in certificated form, or upon the conversion of any Charged Securities held in CREST into certificated form in accordance with schedule 5 (*Obligations of each Company relating to Charged Securities in CREST*) to the Deed, by way of security for the Secured Obligations:

(i) deposit with the Security Trustee or, as the Security Trustee may direct, all certificates and other documents of title or evidence of ownership to the Charged Securities and their Related Rights; and

(ii) execute and deliver to the Security Trustee instruments of transfer in respect of the Charged Securities (executed in blank and left undated) and/or such other documents as the Security Trustee shall require to enable it (or its nominees) to be registered as the owner of or otherwise to acquire a legal title to the Charged Securities and their Related Rights (or to pass legal title to any purchaser).

(e) In respect of any Charged Investment held by or on behalf of any nominee of any clearance or settlement system (other than

Name of company

\*insert full name  
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\* LE PONT DE LA TOUR LIMITED (the "Company")

CREST), the Company shall, immediately upon execution of the Deed or (if later) immediately upon acquisition of an interest in such Charged Investment, deliver to the Security Trustee duly executed stock notes or other documents in the name of the Security Trustee (or as it may direct) issued by such nominee and representing or evidencing any benefit or entitlement to such Charged Investment.

### 3. POWER OF ATTORNEY

(a) The Company irrevocably and by way of security appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver severally as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise, to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Deed or may be required or deemed proper in the exercise of any rights or powers conferred on the Security Trustee or any Receiver under the Deed or otherwise for any of the purposes of the Deed.

(b) The Company ratifies and confirms and agrees to ratify and confirm whatever any attorney does or purports to do in accordance with the Deed under its appointment under clause 8(a) of the Deed.



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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02512932

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 13th SEPTEMBER 2006 AND CREATED BY LE PONT DE LA TOUR LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURITY BENEFICIARIES (OR ANY OF THEM) ON ANY ACCOUNT WHATSOEVER 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 27th SEPTEMBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th SEPTEMBER 2006 .



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES