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*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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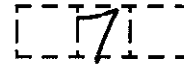
395

Pursuant to section 395 of the Companies Act 1985



To the Registrar of Companies

For official use Company number



2521829

Name of company

* BRIGHTREASONS GROUP LIMITED (the "Company")

Date of creation of the charge

31 May 2002

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

COMPOSITE GUARANTEE AND DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All monies, indebtedness, liabilities and obligations which as at 31 May 2002 or at any time thereafter may be due, owing or incurred in any manner whatsoever to the Bank by any Group Company whether actually or contingently, whether pursuant to the Guarantee or otherwise, whether solely or jointly with any other person, whether as principal or surety and whether or not the Bank shall have been an original party to the relevant transaction and in whatever currency denominated including all liabilities from time to time assumed or incurred by the Bank at the request of any Group Company in connection with foreign exchange transactions, acceptances, discounting or otherwise or under guarantees, bonds, indemnities, documentary or other credits or any instruments whatsoever and including interest, discount, commission and other lawful charges or reasonable expenses which the Bank may in the course of their business charge in respect of any facilities or accommodation or service provided by the Bank for keeping any Group Company's account,

continued on continuation sheet 1, page 2

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

BARCLAYS BANK PLC of 54 Lombard Street, London EC3P 3AH (the "Bank")

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

DLA
3 Noble Street
London EC2V 7EE

DXP/jer/banking

philipsd\forms395\brightDB

Time critical reference

For official use
Mortgage Section

Post room



A07
COMPANIES HOUSE

0777
11/06/02

1. FIXED AND FLOATING CHARGES

1.1 Fixed charges

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, charged, and agreed to charge, in favour of the Bank the following assets which are at any time owned by the Company, or in which the Company is from time to time interested:

1.1.1 by way of first legal mortgage all the freehold and leasehold property (if any) vested in or charged to the Company including, without limitation, the property specified in schedule 2 hereto, together with all buildings and fixtures (including trade fixtures) at any time thereon;

continued on continuation sheet 1, page 4

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Particulars as to commission allowance or discount (note 3)

N/A

Signed

DLA

Date

10 June 2002

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

[†] 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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2521829

Name of Company

BRIGHTREASONS GROUP LIMITED (the "Company")

~~limited~~

* delete if
inappropriate

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

provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 ("Secured Obligations")

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NOTE

In this form:

"Charged Assets" means all property and assets from time to time charged by or pursuant to the Deed;

"Charged Shares" means the Group Shares;

"Charging Companies" means the Initial Charging Companies and any company which accedes to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession (as more particularly defined in the Deed) (each a "Charging Company");

"Collections Accounts" has the meaning ascribed to that term in clause 11.1.2 of the Deed;

"Debtor" means any person who is liable (whether as principal debtor or as surety and whether actually or contingently) to discharge or pay a Receivable;

"Encumbrance" includes any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, or any other security agreement or arrangement (excluding retention of title clauses) whether relating to existing or future assets;

"Event of Default" means any of the events specified in clause 24 (Default) of the Facilities Agreement;

"Facilities Agreement" means the facilities agreement dated 31 May 2002 and made between the Principal Borrower (1), the Charging Companies (2) and the Bank (3) pursuant to which the Bank has agreed to make certain facilities available to the Principal Borrower and others;

"Group" means, at any time, the Principal Borrower and its Subsidiaries (as more particularly defined in the Facilities Agreement) and "Group Company" means any of them;

"Group Shares" means all shares specified in schedule 4 hereto, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and Investments owned by any Charging Company;

"Guarantee" means the guarantee and indemnity contained in clause 2 of the Deed, as extended by schedule 3 hereto;

"Initial Charging Companies" means the companies listed in schedule 1 hereto;

"Insurances" means the policies of insurance in which a Charging Company has an interest from time to time;

continued on continuation sheet 2, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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1.1.2 by way of first fixed charge all other interests (not being charged by clause 4.1.1 of the Deed) in any freehold or leasehold property vested in or charged to the Company, the buildings and fixtures (including trade fixtures) at any time thereon, all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;

1.1.3 by way of first fixed charge all plant, machinery, computers, vehicles, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;

1.1.4 by way of first fixed charge all Investments, together with all Related Rights from time to time accruing thereto;

1.1.5 by way of first fixed charge all rights and interests of the Company in, and claims under, the Insurances and all proceeds thereof held by, or written in favour of, the Company or in which the Company is otherwise interested;

1.1.6 by way of first fixed charge all its right, title, interest and benefit in and to the Collections Accounts, all monies standing to the credit of the Collections Accounts, all interest accrued on monies standing to the credit of the Collections Accounts and all rights of the Company to repayment of any of the foregoing;

1.1.7 by way of first fixed charge all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution, or other person;

1.1.8 by way of first fixed charge all Intellectual Property;

1.1.9 by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Company in connection with its business or the use of any of its assets;

1.1.10 to the extent not effectively assigned under clause 4.2 (Assignment) of the Deed, by way of first fixed charge all Receivables;

1.1.11 by way of first fixed charge all the goodwill and uncalled capital of the Company; and

1.1.12 by way of first fixed charge all the Charged Shares together with all the Related Rights from time to time accruing thereto.

1.2 Assignment

As a continuing security for the payment of the Secured Obligations, the Company, with full title guarantee, assigned and agreed to assign absolutely in favour of the Bank all the rights, title, interest and benefit of the Company in and to the Receivables.

1.3 Floating charge

As further continuing security for the payment of the Secured Obligations, the Company charged with full title guarantee in favour of the Bank by way of first floating charge all its assets and undertaking whatsoever and wheresoever situated both present and future not effectively charged by way of first fixed mortgage or charge pursuant to the provisions of clause 4.1 of the Deed, including, without prejudice to the generality of the foregoing, heritable property and all other property and assets in Scotland.

continued on continuation sheet 2, page 4

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

2521829

Name of Company

BRIGHTREASONS GROUP LIMITED (the "Company")

~~limited~~*

* delete if
inappropriate

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

"Intellectual Property" means all intellectual property and all legal and/or equitable interests (including without limitation, the benefit of all licences in any part of the world) of the Charging Companies (or any of them), in or relating to registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registerable business names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of any Group Company;

"Investments" means shares, certificates of deposit, debentures and other investments as defined in part II of schedule II of the Financial Services and Markets Act 2000;

"Permitted Disposals" means any of:

- (a) Disposals by any Group Company of current assets which are being disposed of or leased in the ordinary course of the trading activities of the Group Company;
- (b) Disposals by one Charging Company to another Charging Company;
- (c) provided no Event of Default or Potential Event of Default (as more particularly defined in the Facilities Agreement) has occurred which has not been waived by the Bank or remedied, Disposals (as more particularly defined in the Facilities Agreement) (other than those falling in any other category of this definition) on arm's-length terms, the disposal value of any single item of which does not exceed £75,000 and the aggregate value in respect of all such disposals by all Group Companies in any ARP (as more particularly defined in the Facilities Agreement) does not exceed £250,000;
- (d) Disposals of property or assets in exchange for or replacement of or in order to fund other property or assets of a comparable type and value; and
- (e) Properties (as more particularly defined in the Facilities Agreement) the beneficial ownership of which is not held by a Group Company;
- (f) Disposals to which the Bank has given its prior written consent;
- (g) Disposals of cash which are not otherwise prohibited or qualified under this Agreement to make payments under clause 22.8;
- (h) Disposals of non-operating Properties; and
- (i) Disposals of loss-making Properties;

"Permitted Encumbrance" means any of:

- (a) a lien or right of set-off arising between Charging Companies or in the ordinary course of business solely by operation of law (or by contractual provisions having a substantially similar effect) and securing amounts not more than 28 days overdue or where the payment of the amount is being contested in good faith;
- (b) an Encumbrance which the Bank has at any time in writing agreed shall be a Permitted Encumbrance;
- (c) an Encumbrance arising under the Banking Documents (as more particularly defined in the Facilities Agreement);
- (d) an Encumbrance over any asset arising in the ordinary course of business as a result of a title-retention or title-transfer provision in the contract relating to the acquisition of that asset;
- (e) an Encumbrance over any asset acquired by any Charging Company after the 31 May 2002 provided such Encumbrance is discharged within 30 days of such acquisition;

"Principle Borrower" means Tragus Holdings Limited a company registered in England and Wales under number 4349917;

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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2. CONVERSION OF FLOATING CHARGE

2.1 Conversion of floating charge

The Bank may by written notice to the Company convert the floating charge created by the Deed into a fixed charge as regards all or any of that Company's assets specified in the notice if:

2.1.1 an Event of Default has occurred and is continuing; or

2.1.2 the Bank in its opinion considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

2.2 Automatic conversion of floating charge

The floating charge created by the Company under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge in relation to any of the Charged Assets subject to the floating charge created by clause 4.3 (a "Floating Charge Asset") of the Deed if the Company creates (or purports to create) an Encumbrance (other than a Permitted Encumbrance) on or over the relevant Floating Charge Asset without the prior consent in writing of the Bank or if any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Floating Charge Asset.

3. CONTINUING SECURITY

3.1 The Deed shall be in addition to, and without prejudice to and shall not merge with, any other right, remedy, guarantee, mortgage or other security which the Bank may at any time hold for any of the Secured Obligations and the Deed may be enforced against the Company without the Bank first having recourse to any other right, remedy, guarantee, mortgage or other security held or available to it.

3.2 The Deed shall remain in full force and effect as a continuing security until the Bank shall have certified in writing that the Secured Obligations have been discharged in full.

4. NEGATIVE PLEDGE

Save as permitted by the terms of the Facilities Agreement, the Company covenanted with the Bank that, during the continuance of the security created by the Deed, it shall not without the prior written consent of the Bank:

4.1 create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) upon any of the Charged Assets; or

4.2 sell, transfer, lease, lend or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets save for a Permitted Disposal.

5. FURTHER ASSURANCE

5.1 The Company will, whenever requested by the Bank and at its own expense, promptly execute such deeds or documents and take any action required by the Bank to perfect and protect the security created (or intended to be created) by the Deed or to facilitate the realisation thereof or otherwise to enforce the same or exercise any of the rights of the Bank under the Deed. In particular, but without limitation, the Company will:

continued on continuation sheet 3, page 4

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No. 3
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2521829

Name of Company

BRIGHTREASONS GROUP LIMITED (the "Company")

~~limited~~

* delete if
inappropriate

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

"Receivables" means:

(i) all present and future book and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts recoverable or receivable by any Charging Company from other persons or due or owing to such Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

(ii) the benefit of all rights and remedies relating to any of the foregoing including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and

(iii) all proceeds of any of the foregoing;

"Related Rights" means, in relation to any Investments or Charged Shares, all dividends, distributions and other income paid or payable on the relevant Investment or Charged Shares (as the case may be), together with (a) all shares or other property derived from the relevant Investment or Charged Shares (as the case may be) and (b) all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Charged Shares (whether by way of conversion, redemption, bonus, preference, option or otherwise).

See attached Schedules

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete
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5.1.1 execute a valid legal mortgage in such form as the Bank shall reasonably require of any freehold or leasehold property as at 31 May 2002 or in the future belonging to the Company which is not effectively charged by way of legal mortgage;

5.1.2 execute a legal assignment in such form as the Bank may reasonably require over all or any of the Receivables and give notice of such assignment to the relevant Debtors;

5.1.3 execute a valid fixed charge in such form as the Bank may reasonably require over any asset the subject of the floating charge under the Deed; and

5.1.4 otherwise execute all transfers, assignments, conveyances and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Bank may think expedient.

5.2 Any security document required to be executed by the Company pursuant to clause 8.1 of the Deed will be prepared at the cost of the Company and will contain terms and conditions which are no more onerous than those contained in the Deed.

5.3 The Company as registered proprietor appoints the Bank as its agent to apply for the particulars of the Deed and of the interest of the Bank in the Intellectual Property and any other or future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994 and the Company agreed to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No _____
to Form No 395 and 410 (Scot)

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Company Number

2521829

Name of Company

BRIGHTREASONS GROUP LIMITED (the "Company")

Limited*

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

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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SCHEDULE 1

The Charging Companies

	Company Name	Registered No.	Registered Office
1.	Tragus Holdings Limited	4349917	179 Great Portland Street London W1W 5LS
2.	The Pelican Group Limited	425057	Whitbread House Park Street West Luton LU1 3BG
3.	Finrange Limited	2742477	Whitbread House Park Street West Luton LU1 3BG
4.	Grenpark Limited	3109642	Whitbread House Park Street West Luton LU1 3BG
5.	Handyminster Limited	3012988	Whitbread House Park Street West Luton LU1 3BG
6.	Lawnline Investments Limited	2382964	Whitbread House Park Street West Luton LU1 3BG
7.	Eastacre Limited	2948534	Whitbread House Park Street West Luton LU1 3BG
8.	Café Pelican Limited	1620421	Whitbread House Park Street West Luton LU1 3BG
9.	Red Restaurants Limited	2335985	Whitbread House Park Street West Luton LU1 3BG
10.	Café Rouge Limited	2313772	Whitbread House Park Street West Luton LU1 3BG
11.	Yankee Noodle Restaurants Limited	2767925	Whitbread House Park Street West Luton LU1 3BG
12.	Adamstar Limited	2913605	Whitbread House Park Street West Luton LU1 3BG

	Company Name	Registered No.	Registered Office
13.	Brightreasons Group Limited	2521829	Whitbread House Park Street West Luton LU1 3BG
14.	Brightreasons Restaurant Limited	964194	Whitbread House Park Street West Luton LU1 3BG

SCHEDULE 2

Details of Registered Land

PROPERTY		TITLE NO.
1.	20A Winchester Street Basingstoke	HP536633
2.	Unit 1 Bishops Wharf 39 and 49 Parkgate Road	TGL104043
3.	296/298 High Street Berkhamsted	HD351012
4.	Unit 10G The Waters Edge	WM618253
5.	16, 16a, 18 and 18a Montpelier Vale Blackheath	TGL150289
6.	67 and 71a Seamoore Road Seamoore Road Bournemouth	DT246504 DT241349
7.	84 and 84A High Street Brentwood	EX405573
8.	40 Market Street and 24 Prince Albert Street	ESX206123
9.	12 and 13 Market Square	SGL595747
10.	59 Abbeygate Street Bury St Edmunds	SK182434
11.	25/26 Bridge Street Cambridge	CB187973
12.	Unit 4 P:80 20 Cabot Square London	EGL338562
13.	Unit 2 219 Moulsham Street Chelmsford	EX536505
14.	31/41 The Promenade Cheltenham	GR150304
15.	30 Southgate Chichester	WSX209656
16.	9 High Street Chislehurst	SGL595706
17.	227/229 Chiswick High Road London	AGL41986
18.	40 Abbeville Road Clapham	TGL106793
19.	Unit D 651/653 Wilmslow Road Didsbury	GM794587
20.	170/172 High Street Dorking	SY660447
21.	17 The Green High Street Ealing	AGL49664
22.	96-98 High Street Epsom	SY668885
23.	Portsmouth Road Thames Ditton Esher	SY655743 SY658021
24.	92 Queen Street Exeter	DN382227
25.	4/5 Town Hall Buildings The Borough Farnham	SY672270
26.	15 Frith Street London (2 Leases)	NGL708927 NGL718245
27.	25/27 Station Road Gerrards Cross	BM230950
28.	Hotel Ibis 30 Stockwell Street London	TGL126148
29.	8/9 Chapel Street Guildford	SY686026

PROPERTY		TITLE NO.
30.	38/40 Hampstead High Street London	NGL730487
31.	U3-5 Hays Galleria Tooley Street London	TGL44496
32.	33 The Broadway Haywards Heath	WSX225034
33.	3 Parliament Square Hertford	HD367009
34.	6/7 South Grove London	NGL734741
35.	11 High Street Hitchin	HD354507
36.	4/8 Kingston Hill Kingston	TGL117706
37.	2 Lancer Square Kensington Church Street London	BGL2254
38.	95/99 Regent Street Leamington Spa (2 Leases)	WK365322
39.	U 1 Waterloo House Assembly Street Leeds	WYK622006/WYK677268
40.	70 Ludgate Hill London	LN227925
41.	181/183 High Road Loughton	EX527559
42.	30 Clifton Road London	NGL761827
43.	82/84 Deansgate Manchester	GM707174
44.	29 Exchange Street Norwich	NK192101
45.	31 Bridlesmithgate Nottingham	NT321326
46.	13 High Street Pinner	NGL729316
47.	11 Whimble Street Plymouth	DN394261
48.	200/204 Putney Bridge Road London (2 Leases)	TGL102312 TGL102269
49.	1 Church Street Reigate	SY656675
50.	383/385 Ecclesall Road Sheffield	SY376575
51.	98/100 Shepherds Bush Road London	BGL13426
52.	134 High Street Solihull	WM354140
53.	45/46 Cannon Hill London	EGL326576
54.	Ryder Seed Hall Holywell Hill St Albans	HD364953
55.	120 High Street London	NGL653229
56.	85 Strand on the Green London	AGL49683
57.	21 Thames Street Sunbury	SY654006
58.	85 Queens Road Weybridge	SY653494
59.	U209 Whiteleys Mall	NGL708638
60.	26 High Street Wimbledon	TGL105107
61.	52 Low Petergate York	NYK190430
62.	242 The Glades Shopping Centre Bromley	SGL583251
63.	102 Old Brompton Road London	BGL14662

PROPERTY		TITLE NO.
64.	50/51 Sloane Square London	NGL370458
65.	15 Milsom Street	AV229173
66.	Unit 2 103-104 New Street Birmingham	WM412377
67.	Venue Leisure Comp Cribbs Causeway Bristol	GR233019
68.	69 High Street Camberley	SY566689
69.	Newnham Mill Road Cambridge (2 Leases)	CB204850
70.	6 High Street Cardiff	WA370032
71.	70/72 High Street Cheltenham	GR88797
72.	Newnham Mill Newnham Road	CB124501
73.	29 Eastgate Street Chester	CH330155
74.	Town Mead London Road Crawley	WSX229278
75.	22 High Street Epsom (2 Leases)	SY656764 SY539690
76.	15 St Vincent Place Glasgow	GLA97062
77.	145 Briggate Leeds	WYK439328
78.	Centre 27 Woodhead Road Birstall	WYK651775
79.	20 Haymarket and 2 Belgrave Gate Leicester	LT137422
80.	39 Ranelagh Street Liverpool	MS369198
81.	11/13 Piccadilly Manchester	GM432159
82.	12 Savoy Crescent Milton Keynes	BM247003
83.	Sixfields Leisure Northampton	NN181893
84.	3 Red Lion Street Norwich	NK60035
85.	55/57 Queensway London	NGL576516
86.	12/14 Queen Victoria Street Reading	BK258181
87.	70 St Martins Lane London	NGL600569
88.	152 Victoria Street London	NGL619953
89.	104D Mary Street Weymouth	DT125407
90.	30 Thames Street Windsor	BK228721
91.	89 Low Petergate York	NYK52899
92.	Unit 106 Grafton Centre Cambridge (2 Leases)	CB191775
93.	Unit 7 Atlantic Wharf Leisure Cardiff	WA865782
94.	45 The Mall Ealing	AGL46313
95.	U63 The Galleria Cornet Way Hatfield	HD305038
96.	5/6 London Road Southend	EX569905
97.	N602 Lakeside Street Grays	EX545565

PROPERTY		TITLE NO.
98.	U210/211 Whiteleys Mall London (3 leases)	NGL680022 NGL731086
99.	29/31 Old Compton Street London (2 Leases)	NGL723376 NGL723392
100.	15 John Street	GLA106822
101.	20/21 Richmond Hill (2 Leases)	AV177730 AV127351
102.	70 Bank Street	K782453
103.	130/131 High Street	HP540928
104.	147 St Johns Hill	TGL104612
105.	151 Grafton Gate	BM230464
106.	Todson House Beaumont Fee	LL142737
107.	19 Church Street	CH396383
108.	5/9 Chapel Street	NK166579
109.	57/61 Heath Street Hampstead	NGL547383
110.	11/13 Charles Street	SYK251242
111.	46/54 High Street	SGL518850
112.	60 Stamford New Road	GM409509
113.	18 Sheep Street	WK375171
114.	114/116 Micklegate	NYK44568
115.	8/109 Mersey Way Unit (2 Leases)	GM268599
116.	44 Canal Street	GM785942
117.	Leisure Way High Road	AGL69610
118.	3 Eastgate Street	HP523066
119.	4/5 Baines House	NYK40471
120.	148/154 High Street (Former Head Office)	AGL55370
121.	301/303 Hale Lane (2 Leases)	NGL723798 NGL723295
122.	10 Capitol Centre	LA761876
123.	32 Station Road	NGL735646

Details of Unregistered Land

The Properties comprised in various leases the following of which are the short particulars:

PROPERTY	DETAILS OF LEASE
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		DATE	PARTIES
124.	59 High Street Colchester	16/06/1978 expiring on 24/12/2002	R & A Millett (Shops) Limited (1) and Associated Restaurants Limited (2)
125.	32/34 Wellington Street London	05/03/1992 expiring on 23/06/2011	The Standard Life Assurance Company (1) and Forte (UK) Limited (2)
126.	84 Park Hall Road London	21/12/2000 expiring on 24/03/2014	The Incorporated Trustees of the Dulwich Estate (1) and Café Rouge Limited (2)
127.	43 Frederick Street Edinburgh	24/01/1996 and 29/01/1996 expiring on 28/01/2021	Whiteburn Holdings Limited (1) and Handymminster Limited (2) / The Pelican Group Plc (2)
128.	21/29 Beluah Street Harrogate	25/06/1996 expiring on 24/12/2011	Deep Pan Pizza Company Limited (1) Café Rouge Limited (2) The Pelican Group Plc (3)
129.	37 Hart Street Henley on Thames	11/10/1985 expiring on 28/01/2005	Ranebrook Limited (1) Metali of Henley Limited (2) M. Ting and J C Liley (3)
130.	46/48 St James Street London	12/08/1983 expiring on 22/3/2004	Imperial Group Pension Trust Limited and Imperial Group Pension Investments Limited (1) Sperryton Limited (2) and M A Miller and Quelcose Limited (3)
131.	49 Hans Road and 27 and 31 Basil Street London	03/08/1994 expiring on 23/06/2014	Cadogan Estates Limited (1) Finrange Limited (2) and The Pelican Group Plc (3)
132.	11/12 Little Clarendon Street Oxford	13/10/1997 expiring on 24/12/2016	University College Oxford (1) Adamstar Limited (2) and The Pelican Group Plc (3)
133.	31 Kensington Park Road	05/10/1989 expiring on	A Z and S Milieto (1)

PROPERTY		DETAILS OF LEASE	
		DATE	PARTIES
	London	28/09/2004	Café Rouge Limited (2) and Red Restaurants Plc (3)
134.	Victoria Place S C Buckingham Palace Road London	17/02/1994 expiring on 28/09/2012	Heron Victoria Limited (1) Harlestin Limited (2) and Hamburger Inn Limited and Le Crl CmbH (3)
135.	31/32 Windsor Royal Station Windsor	19/03/1996 expiring on 28/09/2022	Windsor Station Limited (1) Café Rouge Limited (2) The Pelican Group Plc (3) (Agreement for Lease)
136.	5/5a Friar Street and 2A Charles Street Worcester - 2 Leases	27/12/1978 expiring on 24/12/2009 19/12/1996 expiring on 24/12/2009	A E Yorke-Brooks and A V Dunnion (1) Beck Castle Limited (2) J D Hedley (1) and A J Billington (2)
137.	55 Charterhouse Street London	22/06/1990 expiring on 18/12/2006	Pinstone Securities (City) Limited (1) Riverside Training Limited (2) and R J Stubbs (3)
138.	26A/27 Leadenhall Market	26/09/1994 expiring on 23/06/2015	The Mayor and Commonalty and Citizens of the City of London (1) and Leadenhall Wine Company Limited (1) and The Pelican Group Plc (3)
139.	25 Argyll Street London	29/09/1986 expiring on 29/06/2004	The Crown Estate Commissioners (1) United Biscuits (UK) Limited (2)
140.	23/25 Church Street Blackpool	18/10/1976 expiring on 28/08/2001 / 31/03/1999	County and District Properties Limited (1) and W E Turner Limited (2)
141.	75 Victoria Street Blackpool	03/07/1984 expiring on 13/05/2009	Town Centre Securities Plc (1) and

PROPERTY		DETAILS OF LEASE	
		DATE	PARTIES
		13/05/2009	United Biscuits (UK) Limited (2)
142.	84 Old Christchurch Road Bournemouth	12/09/1984 expiring on 31/05/2004	Wimpey Pension Trustees Limited (1) and Berni Inns Limited
143.	24 Market Street Brighton	25/07/1991 expiring on 24/03/2011	Priorywood Holdings Plc (1) and Rank Restaurants Limited (2)
144.	9/10 Baldwin Street Bristol	04/12/1997 expiring on 23/06/2012	Alliance & Leicester Plc (1) and BrightReasons Restaurants Limited (2)
145.	23 The Promenade Cheltenham	23/10/2000 expiring on 02/02/2016	Cheltine Limited (1) and BrightReasons Restaurants Limited (2)
146.	5 Colliseum Way Cheshire Outlet Village Ellesmere Port	*No details - expiring on 28/09/2024	
147.	1 Cranbourn Street London	02/05/1991 expiring on 30/05/2011	6th Marquess of Salisbury and R M J Cecil (1) and Gascoyne Holdings Limited (2) and Rank Leisure Limited (3)
148.	64/66 Duke Street London	06/11/1995 expiring on 24/03/2010	Grosvenor (Mayfair) Estate (1) BrightReasons Restaurants Limited (2)
149.	96/98 Dulwich Village London	20/11/1984 expiring on 23/06/2004	The Estates Governors of Alleyn's College of God's Gift at Dulwich (1) and J Lyons & Company Limited (2)

PROPERTY		DETAILS OF LEASE	
		DATE	PARTIES
150.	20 Silver Street Durham	09/02/1998 expiring on 26/09/2012	Pizza Hut (UK) Limited (1) and BrightReasons Restaurants Limited (2)
151.	35 New Broadway Ealing	12/12/1983 expiring on 11/12/2003	M E Langman and P A F Gifford (1) and Summerfields Restaurants Limited (2) and Berni Inns Limited (3)
152.	7/11 Hanover Street Edinburgh	21/4/1993 and 21/5/1993 expiring on 07/04/2007	Burgerking Limited (1) Pizzaland International Limited (2) BrightReasons Limited (3)
153.	54/56 Northbridge Edinburgh	10/07/1993 and 17/05/1993 expiring on 15/05/2009	Burgerking Limited (1) and BrightReasons Restaurants Limited (2)
154.	96/98 Hope Street Glasgow	14/09/1992 and 15/02/1993 expiring on 23/12/2006	Burgerking Limited (1) Pizzaland International Limited (2) BrightReasons Limited (3)
155.	14 Queensgate Centre Edinburgh Way Harlow	15/03/1990 expiring on 28/09/2014	The Equitable Life Assurance Society (1) and Allied Leisure Plc (2)
156.	30 Henrietta Street London	07/09/1990 expiring on 24/12/2009	The Trustees of the Charlotte Mears Trust (1) and Mecca Leisure Catering Limited (2)
157.	1 Bridge Street Inverness	01/11/1988 and 08/11/1988 expiring on 08/08/2013	Merivale Moore Plc (1) and The Mountford and Stockwell Partnership (2)
158.	10/12 York Street St Helier (2 Leases)	* No details expiring on 31/10/2005 and 31/10/2005	

PROPERTY		DETAILS OF LEASE	
		DATE	PARTIES
159.	26/28 Church Street Lancaster	15/05/1998 expiring on 31/05/2014	A E & R Robinson (Lancaster) Limited (1) and BrightReasons Restaurants Limited (2)
160.	15/17 Granby Street Leicester	02/10/2001 expiring on 28/09/2016	Acrewood Properties Limited (1) and BrightReasons Restaurants Limited (2)
161.	22 Leicester Square London	09/05/1988 expiring on 08/05/2008	Oakspear Limited (1) and Grand Metropolitan Estates Limited (2)
162.	92/96 Deansgate Manchester	22/09/1978 expiring on 25/03/2001	Second Covent Garden Property Company Co Limited (1) and Midland Bank Limited (2)
163.	8/10 Exchange Street Norwich	04/03/1983 expiring on 03/03/2014	A N J Palmer and S L Palmer (1) and R A G Bailey (2)
164.	4/5 Angel Row Nottingham	06/08/1984 expiring on 23/02/2010	Stead & Simpson Plc (1) and E J Arnold & Son Limited (2)
165.	60 Old Brompton Road London	Deeds are missing	
166.	6/16 George Street Oxford (3 leases)	26/09/1996 expiring on 02/10/2008 26/09/1996 expiring on 02/10/2008 20/02/1991 expiring on 02/10/2008	Burton Group Properties Limited (1) and Pizza Piazza Limited (2) Burton Group Properties Limited (1) and Pizza Piazza Limited) Grand Metropolitan Estates Limited (1) Associated Restaurants Limited (2) and BrightReasons Restaurants Limited

PROPERTY		DETAILS OF LEASE	
		DATE	PARTIES
			(3)
167.	108/110 Queensway London	23/02/1998 expiring on 31/12/2012	Jadwin Properties Limited (1) BrightReasons Restaurants Limited (2) BrightReasons Group Limited (3)
168.	76B South Street Romford (now sold)	14/05/1984 expiring on 24/03/2004	Clerical Medical & General Life Assurance Society (1) and United Biscuits (UK) Limited (2)
169.	61/63 Shaftesbury Avenue London	30/09/1998 expiring on 28/09/2012	Great Eastern Management Limited (1) BrightReasons Restaurants Limited (2) BrightReasons Group Limited (3)
170.	107 Above Bar Southampton	02/07/1987 expiring on 24/12/2005	Prudential Nominees Limited (1) and United Biscuits (UK) Limited (2)
171.	19 Hanover Buildings Southampton	25/08/1982 expiring on 22/05/2003	Debenhams Plc (1) and HMV Shops Limited (2)
172.	21/23 Chequer Street St Albans	24/11/1989 expiring on 30/07/2015	Tameside Metropolitan Borough Council (1) and Grand Metropolitan Estates Limited (2)
173.	39 Bell Street St Andrews	25/02/1994 expiring on 27/02/2019	The Pizza Gallery Limited (1) and Pizzaland International Limited (2)
174.	20 Greengate Street Stafford	29/01/1986 expiring on 24/12/2010	Currys Group Public Limited Company (1) and United Biscuits (UK) Limited (2)
175.	53/55 Port Street Stirling	24/08/1983 and 05/09/1983 expiring on 31/08/2008	The Standard Life Assurance Company (1) and United Biscuits (UK) Limited (2)

PROPERTY		DETAILS OF LEASE	
		DATE	PARTIES
176.	32 Wood Street Stratford on Avon	30/12/1983 expiring on 29/12/2008	Royal Insurance Plc (1) and United Biscuits (UK) Limited (2)
177.	18 George Street Croydon	16/08/1993 expiring on 25/03/2003	Friends Provident Life Office (1) and Fuk Cheun Man (2)
178.	15/23 Westgate Street (3 leases)	28/04/1986 expiring on 23/06/2006	Duoreed Limited (1) Vouchdawn Limited (2) J W Lewis and D M Richards (3)
		28/04/1986 expiring on 23/06/2006	Duoreed Limited (1) Vouchdawn Limited (2) J W Lewis and D M Richards (3)
		28/04/1986 expiring on 23/06/2006	Duoreed Limited (1) Vouchdawn Limited (2) (Car Park Licence)
179.	35 Long Acre (former offices)	10/12/1987 expiring on 23/06/2012	J L Bird, G E Gilchrist and P D Narizzano (1) and Café Pelican Limited (2)
180.	37/70 Carr Street Ipswich	16/01/1976 expiring on 28/09/1997	Warnbridge Developments Limited (1) and Associated Restaurants Limited (2)
181.	8/12 High Street Dunfermline	25/02/1994 expiring on 27/02/2019	The Pizza Gallery Limited (1) and Pizzaland International Limited (2)
182.	154 High Street Elgin	17/02/1998 and 24/02/1998 expiring on 27/05/2013	Freehold Properties and Investments Limited (1) BrightReasons Restaurants Limited (2) and BrightReasons Group Limited (3)
183.	105a Golders Green Road Hendon	* No details	

PROPERTY		DETAILS OF LEASE	
		DATE	PARTIES
184.	3 The Square Richmond	20/02/1991 expiring on 24/12/2010	Truman Limited (1) Associated Restaurants Limited (2) and BrightReasons Limited (3)
185.	106/110 Titchfield Street Kilmarnock	26/10/1995 and 02/11/1995 expiring on 17/07/2020	Dawn Construction Limited (1) and BrightReasons Restaurants Limited (2)
186.	78 High Street Barnet	14/10/1983 expiring on 28/02/2004	Midland Bank Trust Company Limited (1) Kitchen Schemes Limited (2) and D S Clayton (3)
187.	25 Station House Bakers Road (Former Head Office) Uxbridge	30/01/1980 expiring on 28/09/2003	West Central Estate & Property Co Limited (1) Moorgold Limited (2) and M Reynolds (3)
188.	8 Golden Square Aberdeen	04/10/1995 and 21/10/1995 expiring on 20/06/2020	Christie Developments (Aberdeen) Limited (1) Handymminster Limited (2) and Pelican Group Plc (3)
189.	52/53 Kingsway (2 leases) Swansea	05/08/1986 expiring on 04/08/2006 05/08/1986 expiring on 04/08/2006	Rugby Securities Limited (1) and United Biscuits (UK) Limited (2) Rugby Securities Limited (1) and United Biscuits (UK) Limited (2)
190.	38/40 Westgate Street Gloucester	29/05/1992 expiring on 22/12/2011	Grandmet Restaurants Limited (1) Pizzaland International Limited (2) and BrightReasons Limited (3)

PROPERTY		DETAILS OF LEASE	
		DATE	PARTIES
191.	45/46 Hertford Street Coventry	11/02/1985 expiring on 28/09/2004	Norwich Union Insurance Group (Pensions Management) Limited (1) and United Biscuits (UK) Limited (2)
192.	97/99 New George Street Plymouth	27/01/1992 expiring on 19/04/2014	Grandmet Restaurants Limited (1) Pizzaland International Limited (2) and BrightReasons Limited (3)
193.	1/4 Cocks Yard Uxbridge	14/01/1994 expiring on 23/06/2013	Midland Bank Pension Trustees Limited (1) Pizzaland International Limited (2)
194.	10/10A Irving Street, 7 Charing Cross London	02/09/1987 expiry on 02/06/2007	LJ Moss (1) and Presidents Entertainment plc (2)

SCHEDULE 3

The Guarantee

1. The Guarantee is to be binding on the Charging Companies and each of them as a continuing security for the full amount which is now or in the future becomes due or owing to the Bank and shall remain in full force and effect notwithstanding (a) any payments from time to time made to the Bank, (b) any notice of determination by any Charging Company or (c) any settlement of account or any other thing whatsoever.
2.
 - 2.1 If, notwithstanding paragraph 1 of this schedule 3, the Guarantee is determined for any reason, on the expiry of one month from the date of receipt by the Bank of written notice to the Bank from a Charging Company to discontinue it in respect of the liability of that Charging Company, the liability of that Charging Company shall be crystallised (subject to paragraph 2.2 of this schedule 3) except as regards interest, commission, banking charges and expenses, without affecting the liability of any Charging Company who shall not have given notice to the Bank of discontinuance.
 - 2.2 Notice of discontinuance under paragraph 2.1 of this schedule 3 shall not affect the liability of the Charging Company giving such notice for the amount recoverable at the date of the expiry of the notice and that Charging Company shall continue to be liable for all sums which will or may become due to the Bank from any Charging Company under or in respect of any dealing, transaction or engagement effected or entered into before that date or after that date but pursuant to any commitment, express or implied, assumed or undertaken by the Bank to any Charging Company before that date.
 - 2.3 If for any reason the Guarantee shall cease to be a continuing security to the Bank, the Bank may either continue any then existing account(s) or open one or more new accounts for any of the Charging Companies, but in any case the obligations of each Charging Company under the Guarantee at the date the Guarantee ceases to be a continuing security shall remain unaffected by and be computed without regard to any payment into or out of any such account.
3. The liabilities of each of the Charging Companies to the Bank under the Guarantee shall not be discharged, impaired or in any way affected as a result of:
 - 3.1 any time or indulgence or waiver given to, or composition made with any of the Charging Companies or any other person;
 - 3.2 any other right, remedy, guarantee, mortgage or other security held by or available to the Bank being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Bank from time to time dealing with, exchanging, varying, realising, releasing or failing to perfect or enforce any of the same;
 - 3.3 the insolvency, receivership, liquidation, administration of or analogous proceedings relating to any of the Charging Companies or any other person;

- 3.4 any amendment, variation or modification to, or replacement of any agreement or arrangement recording or securing or comprising the Secured Obligations;
 - 3.5 the taking, variation, compromise, renewal or release or refusal or neglect to perfect or enforce any rights, remedies or securities against any of the Charging Companies or any other person;
 - 3.6 any change in the constitution of the Bank (or any of the successors or assigns of the Bank) or as a result of the amalgamation or consolidation by the Bank with any other company or entity;
 - 3.7 any other act, omission, circumstance, matter or thing which but for this paragraph might operate to discharge, impair or otherwise affect the obligations of any Charging Company under the Guarantee whether in whole or in part.
4. The Guarantee (and the obligations of each Charging Company) shall continue in full force and effect notwithstanding:
 - 4.1 the fact that any purported obligation of any of the Charging Companies or any other person to the Bank (or any security therefor) becomes wholly or partly illegal, invalid or unenforceable in any respect whether or not known to the Bank or the relevant Charging Company;
 - 4.2 any incapacity or any change in the constitution of, or any amalgamation or reconstruction of, any Charging Company or any other person or any other matter whatsoever;
 - 4.3 the failure of any Charging Company to be bound by the Guarantee for any reason whatsoever.
5. Subject to paragraph 6 of this schedule 3, until all the Secured Obligations have been irrevocably paid and discharged in full, no Charging Company will:
 - 5.1 be subrogated to or otherwise entitled to participate in, any security or monies held, received or receivable by the Bank or be entitled to any right of contribution in respect of any payment made by any Charging Company hereunder;
 - 5.2 exercise or enforce any of its rights of subrogation and indemnity against any of the Charging Companies;
 - 5.3 following a claim being made on a Charging Company hereunder, demand or accept repayment of any monies due from any of the Charging Companies to it or claim any set-off or counterclaim against any of the Charging Companies;
 - 5.4 claim or prove in a liquidation or other insolvency proceeding of any of the Charging Companies in competition with the Bank.
6. Following the making of a demand under the Guarantee, each Charging Company will (at its own cost) promptly take such of the steps or action as are referred to in paragraph 5 of this schedule 3 as the Bank may from time to time stipulate.

7. Each Charging Company shall promptly pay to the Bank an amount equal to any set-off, proof or counterclaim exercised by it against any other Charging Company and shall hold in trust for and promptly pay or transfer to the Bank any payment or distribution or benefit of security in fact received by it whether arising as a result of a breach of paragraph 5 of this schedule 3 or compliance with directions given under paragraph 6 of this schedule 3.
8.
 - 8.1 If the Bank (on the basis of legal advice received by it for this purpose) reasonably considers that any amount paid by a Charging Company in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of any Charging Company or otherwise, then such amount shall not be considered to have been paid for the purposes of the Guarantee.
 - 8.2 Any release, settlement or discharge between any Charging Company and the Bank shall be conditional upon no payment, assurance or security received by the Bank from such Charging Company or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment (English or foreign) relating to insolvency, liquidation or analogous circumstances in force from time to time and accordingly (but without limiting the other rights of the Bank hereunder), the Bank shall be entitled to recover from such Charging Company the value which the Bank has placed upon such security or the amount of any such payment as if such release, settlement or discharge had not occurred.
 - 8.3 Except in respect of the refinancing of the Secured Obligations by a third party financier as a result of which the Secured Obligations are repaid in full (but not in part only) to the Bank, the Bank may, following the discharge of all the Secured Obligations, retain any security held by it under this Composite Guarantee and Debenture until it is satisfied that it will not have to make any repayment under any law referred to in paragraph 8.2 of this schedule 3.
 - 8.4 The Guarantee is and will remain the property of the Bank after any release or settlement of any Charging Company's liability to the Bank.
9. For the purposes of the liability of each Charging Company to the Bank under the Guarantee (including the liability of each Charging Company for interest) every sum of money which may now or in the future be or become due or owing to the Bank (or would have become so due or owing were it not for the liquidation or insolvency of any other company) shall be deemed to continue due and owing to the Bank until the same shall be actually repaid to the Bank notwithstanding the winding up or insolvency of any company or any other event whatever.
10. The Guarantee shall constitute the primary obligations of each of the Charging Companies and the Bank shall not be obliged to make a demand on any Charging Company before enforcing its rights against any other Charging Company under the Guarantee.
11.
 - 11.1 The Guarantee given by each Charging Company under this Composite Guarantee and Debenture shall be construed as if it were a separate guarantee

and indemnity by each Charging Company in respect of the obligations owed by each other Charging Company to the Bank.

- 11.2 Each Charging Company agrees and consents to be bound by the terms of the Guarantee notwithstanding that one or more of the other Charging Companies which was or were intended to execute this Guarantee may not do so or may not be bound by it for any reason.

SCHEDULE 4

Group Shares

Group Companies	Name of holding company in which shares are held	Class of shares	Number of shares held
The Pelican Group Limited	Whitbread Guarantee Company Limited	Ordinary	223,821,507
Finrange Limited	The Pelican Group Limited	Ordinary	1,000
Hopegood Limited	The Pelican Group Limited	Ordinary	2
Grenpark Limited	The Pelican Group Limited	Ordinary	2
Handyminster Limited	The Pelican Group Limited	Ordinary	2
Chiefgem Limited	The Pelican Group Limited	Ordinary	172
Zedlease Limited	The Pelican Group Limited	Ordinary	2
Gillbrook Limited	The Pelican Group Limited	Ordinary	2
Novaside Limited	The Pelican Group Limited	Ordinary	1
	Tragus Holdings Limited	Ordinary	1
Jim Thompson's Spice Island Trading Company Limited	The Pelican Group Limited	Ordinary	824,774
Dolmix Limited	Jim Thompson's Spice Island Trading Company Limited	Ordinary	1,000
Bunters Restaurants Limited	The Pelican Group Limited	Ordinary	2
Pelican Restaurants Limited	The Pelican Group Limited	Ordinary	2
Lawnline Investments Limited	The Pelican Group Limited	Ordinary	100
Insignia Restaurants One Plc	The Pelican Group Limited	Ordinary Shares of 50p	742,002
	Tragus Holdings Limited	"A" Ordinary Share of 50p	1
	Brightreasons Restaurants Limited	Ordinary	1
Associated Restaurant (Overseas) Limited	Abacus Secretaries (Jersey) Limited	Ordinary	3
	Abacus Investments (C1) Limited	Ordinary	3
	Abacus Trustees (Jersey) Limited	Ordinary	3
UB Restaurants (C1)	Brightreasons Restaurants	Ordinary	1,000

Group Companies	Name of holding company in which shares are held	Class of shares	Number of shares held
Limited	Limited		
	Abacus Secretaries (Jersey) Limited	Ordinary	3
	Abacus Investments (C1) Limited	Ordinary	3
	Abacus Trustees (Jersey) Limited	Ordinary	3
Brightreasons International Limited	Brightreasons Group Limited	Ordinary	113,500
The Pizza Gallery Limited	Brightreasons Restaurants Limited	Ordinary	99
	Brightreasons Group Limited	Ordinary	1
Bella Pasta Limited	Bella Pasta Restaurants Limited	Ordinary	99
	Brightreasons Group Limited	Ordinary	1
Eastacre Limited	The Pelican Group Limited	Ordinary	2
Café Pelican Limited	The Pelican Group Limited	Ordinary	50,000
Leadenhall Wine Company Limited	Juneford Limited	Ordinary	199,717
Pomeroys Restaurants Limited	Leadenhall Wine Company Limited	Ordinary	120,000
Juneford Limited	The Pelican Group Limited	Ordinary	2
Floatecity Limited	The Pelican Group Limited	Ordinary	2
Red Restaurants Limited	The Pelican Group Limited	Ordinary	140,000
		Preference	304,000
Café Rouge Limited	Red Restaurants Limited	Ordinary	100
Yankee Noodle Restaurants Limited	The Pelican Group Limited	Ordinary	1,800
		Preference	3,000,000
Adamstar Limited	The Pelican Group Limited	Ordinary	1,000
Heathgate Restaurants Plc	The Pelican Group Limited	Ordinary	1,328,998
Sheila's Public Houses Limited	The Pelican Group Limited	Ordinary	2
The Market Place Restaurants (Leadenhall) Limited	The Pelican Group Limited	Ordinary	2

Group Companies	Name of holding company in which shares are held	Class of shares	Number of shares held
Brightreasons Group Limited	Whitbread Guarantee Company Limited	Ordinary "A" Shares of 10p	247,520
		Ordinary Shares of 10p	414,809,109
Brightreasons Restaurant Limited	Brightreasons Group Limited	Ordinary	1,892
		Deferred	792,000
Prima Pasta Limited	Brightreasons Restaurant Limited	Ordinary	130
Ampleflow Limited	Brightreasons Restaurant Limited	Ordinary	2

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02521829

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND DEBENTURE DATED THE 31st MAY 2002 AND CREATED BY BRIGHTREASONS GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO BARCLAYS BANK PLC 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 11th JUNE 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th JUNE 2002.

Dez



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES