

Particulars of a mortgage or charge

395

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

181

2521829

Name of company

* BRIGHTREASONS GROUP LIMITED (the "Company")

Date of creation of the charge

17 January 2005

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Obligor to the Security Agent and/or the other Security Beneficiaries (or any of them) under or pursuant to any Finance Document to which any Obligor is a party (including all monies covenanted to be paid under the Deed), provided 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").

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

BARCLAYS BANK PLC (the "Security Agent") of 54 Lombard Street, London.

Postcode EC3P 3AH

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

DLA Piper Rudnick Gray Cary UK LLP
3 Noble Street London EC2V 7EE
DXP/ad/banking

tragus-debenture

Time critical reference

For official Use
Mortgage Section

Post room



1. GRANT OF SECURITY

1.1 Nature of security

All Security Interests and dispositions:

1.1.1 are created in favour of the Security Agent;

1.1.2 are created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

1.1.3 are continuing security for payment of all of the Secured Obligations.

continued on continuation sheet 1, page 4

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)

N/A

Signed DA Piper Patrick Gray Cery UKUP Date 28/1/05

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

A fee of £10 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 1
to Form No 395 and 410 (Scot)

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)

NOTE.

In this form:

Please complete
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"Account Bank" means Barclays Bank PLC of 54 Lombard Street, London, EC3P 3AH or such other bank with which any Security Account is maintained from time to time;

"Borrower" means an Original Borrower (as defined in the Facilities Agreement) or an Additional Borrower (as defined in the Facilities Agreement);

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (Security assignments) of the Deed;

"Charged Contract" means any and all Relevant Contracts (as defined in the Deed);

"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:

(i) the shares specified in schedule 2 hereto (Charged Securities); and

(ii) 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 in force at 17 January 2005) as at 17 January 2005 or in future owned (legally or beneficially) by a Charging Company, held by any nominee on its behalf or in which a Charging Company has an interest at any time;

"Charging Companies" means the Initial Charging Companies and any other member of the Group which accedes to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession (as defined in the Deed);

"Chargor" means any Original Chargor (as defined in the Facilities Agreement) or any Additional Chargor (as defined in the Facilities Agreement) and "Chargors" means all or any of them;

"Declared Default" means an Event of Default (as defined in the Facilities Agreement) which results in the Facility Agent (as defined in the Facilities Agreement) exercising any of its rights under clause 28 of the Facilities Agreement;

"Facilities Agreement" means the term and revolving facilities agreement of 17 January 2005 and made between (1) Tragus Group Holdings Limited (as the Parent), (2) the Original Borrowers (as defined therein), (3) the Original Guarantors (as defined therein), (4) Barclays Leveraged Finance (as Mandated Lead Arranger), (5) the Original Lenders (as defined therein), (6) Barclays Bank PLC (as Issuing Lender), and (7) Barclays Bank PLC (as Facility Agent and Security Agent);

"Finance Document" means the Facilities Agreement, any Ancillary Facility Letter, any Fee Letter, any Accession Letter, the Security Documents, the Intercreditor Deed, the Hedging Documents (all as defined in the Facility Agreement) and any other document designated as such by the Facility Agent and the Parent (as defined in the Facility Agreement);

continued on continuation sheet 2, page 2

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete
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1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

2. FIXED SECURITY

2.1 Fixed charges

The Company charged and agreed to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest:

2.1.1 by way of first legal mortgage:

- (a) the Property (if any) specified in schedule 1 hereto (Property); and
- (b) all other Property (if any) at 17 January 2005 vested in, or charged to, the Company (not charged by clause 4.1.1(a) of the Deed);

2.1.2 by way of first fixed charge:

- (a) all other Property and all interests in Property (not charged by clause 4.1.1 of the Deed); and
- (b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

2.1.3 by way of first fixed charge all plant and machinery (not charged under clause 4.1.1 or 4.1.2 of the Deed) and the benefit of all contracts, licences and warranties relating to the same;

2.1.4 by way of first fixed charge:

- (a) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1.3 of the Deed); and
- (b) the benefit of all contracts, licences and warranties relating to the same,

2.1.5 by way of:

- (a) first fixed charge all the Charged Securities referred to in schedule 2 hereto (Charged Securities);
- (b) first fixed charge all other Charged Securities (not charged by clause 4.1.5(a) of the Deed),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

continued on continuation sheet 2, page 4

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Particulars of a mortgage or charge (continued)

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

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)

"Initial Charging Companies" means Tragus Holdings Limited with CRN: 4349917, The Pelican Group Limited with CRN: 425057, Grenpark Limited with CRN: 3109642, Yankee Noodle Restaurants Limited with CRN: 2767925, Brightreasons Group Limited with CRN: 2521829, Brightreasons Restaurants Limited with CRN: 964194 and Insignia Restaurants One Limited with CRN: 3002219;

"Group" means the Parent and each of its Subsidiaries (as defined in the Facilities Agreement) for the time being and "member of the Group" means any one of them;

"Insurances" means all policies of insurance (and all cover notes), excluding the keyman life insurance policy taken out by Tragus Group Holdings Limited in respect of Graham Turner, Mohan Monsigani and James Parsons, which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of a Charging Company 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, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of such Charging Company (including, without limitation, the intellectual property rights (if any) specified in schedule 3 hereto (Intellectual Property));

"Obligor" means a Borrower or a Guarantor (as defined in the Deed) or a Chargor;

"Permitted Disposal" means a disposal permitted pursuant to clause [25.2] (Disposals) of the Facilities Agreement;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at 17 January 2005, or at any time thereafter, belonging to a Charging Company, or in which a Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in schedule 1 hereto (Property)), together with:

- (i) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;
- (ii) all easements, rights and agreements in respect thereof;
- (iii) all proceeds of sale of that property; and
- (iv) the benefit of all covenants given in respect thereof;

continued on continuation sheet 3, page 2

Please do not
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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2.1.6 by way of first fixed charge:

(a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and

(b) 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 not otherwise charged by clause 4.1.6(a) of the Deed,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

2.1.7 by way of first fixed charge:

(a) the Intellectual Property (if any) specified in schedule 3 hereto (Intellectual Property); and

(b) all other Intellectual Property (if any) (not charged by clause 4.1.7(a) of the Deed);

2.1.8 to the extent that any of the Assigned Assets are not effectively assigned under clause 4.2 of the Deed (Security assignments), by way of first fixed charge those Assigned Assets;

2.1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

(a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and

(b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

2.1.10 by way of first fixed charge all of the goodwill and uncalled capital of the Company.

2.2 Security assignments

The Company assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

2.2.1 the Charged Contracts, all rights and remedies in connection with the Charged Contracts and all proceeds and claims arising therefrom;

2.2.2 the Insurances, all claims under the Insurances and all proceeds of the Insurances; and

2.2.3 the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and

continued on continuation sheet 3, page 4

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Particulars of a mortgage or charge (continued)

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

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)

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Facilities Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, a Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

(i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

(ii) all proceeds of any of the foregoing;

"Receiver" means any receiver, administrator, manager or administrative receiver appointed by the Security Agent under the Deed;

"Related Rights" means, in relation to any Charged Securities:

(i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;

(ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means each of the agreements specified in schedule 4 hereto (Relevant Contracts) together with each other agreement supplementing or amending or novating or replacing the same;

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

"Security Account" has the meaning given to that term in clause 10.4.1(b) of the Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

"Security Beneficiaries" means together each of the Finance Parties (as defined in the Facilities Agreement) which has entered into a deed of accession to the Intercreditor Deed (as defined in the Facilities Agreement) (each a "Security Beneficiary");

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Security Period" means the period beginning 17 January 2005 and ending on the date on which:

(i) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

(ii) no Security Beneficiary has any further commitment, obligation or liability under or pursuant to the Finance Documents.

Schedules - see attached

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

Please complete
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2.2.4 all other Receivables (not otherwise assigned under clause 4.2.1 or 4.2.2 or 4.2.3 of the Deed),

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request of the Company re-assign the Assigned Assets to the Company (or as it shall direct).

To the extent that any Assigned Asset described in clause 4.2.2 of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances.

Until the occurrence of a Declared Default, the Company may continue to deal with the counterparties to the relevant Assigned Assets.

2.3 Notice of assignment

Promptly upon execution of the Deed (and immediately upon the obtaining of any Insurance, or the execution of any Charged Contract after 17 January 2005) the Company shall:

2.3.1 in respect of each Charged Contract, deliver a duly completed notice of assignment to each other party to that Charged Contract, and use all its reasonable endeavours to procure that each such person executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 7 of the Deed (Form of notice to and acknowledgement by party to Charged Contract) (or in such other form as the Security Agent shall agree);

2.3.2 in respect of each of the Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and use all its reasonable endeavours to procure that each such person executes and delivers to the Security Agent a letter of undertaking, in each case in the respective forms set out in schedule 8 of the Deed (Form of notice to and acknowledgement by insurers) (or in such other form as the Security Agent shall agree); and

2.3.3 in respect of each Security Account not held with the Security Agent, deliver a duly completed notice to the Account Bank and use all its reasonable endeavours to procure that the Account Bank executes and delivers to the Security Agent an acknowledgement, in each case in the respective forms set out in schedule 5 of the Deed (Form of notice to and acknowledgement from bank operating Security Accounts) (or in such other form as the Security Agent shall agree).

2.4 Assigned Assets

The Security Agent shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of the Charged Contracts against any person, or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to the Deed.

2.5 Leases Restricting Charges

2.5.1 There shall be excluded from the charge created by clause 4.1 of the Deed (Fixed Charges) and from the operation of clause 20 of the Deed (Further Assurances) any leasehold property held by the Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained.

continued on continuation sheet 4, page 4

CHFP025

Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

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Company Number

2521829

Name of Company

BRIGHTREASONS GROUP LIMITED (the "Company")

Limited*

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

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

Please complete
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2.5.2 For each Excluded Property, the Company undertakes to apply for the relevant consent or waiver of prohibition or condition within twenty one days of 17 January 2005, and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.

2.5.3 Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 4.1 of the Deed (Fixed Charges). If required by the Security Agent at any time following receipt of that waiver or consent, the Company will forthwith execute a valid legal mortgage in such form as the Security Agent shall reasonably require.

2.6 Intellectual Property Rights Restricting Charging

2.6.1 There shall be excluded from the charge created by clause 4.1 of the Deed (Fixed Charges) and from the operation of clause 20 of the Deed (Further Assurances) any intellectual property right in which the Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its interest in that Intellectual Property (each an "Excluded Intellectual Property Right") until the relevant condition or waiver has been satisfied or obtained.

2.6.2 For each Excluded Intellectual Property Right, the Company undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of 17 January 2005 and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging (for this purpose a "Relevant Intellectual Property Right"), to use its best endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.

2.6.3 Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property Right shall stand charged to the Security Agent under clause 4.1 of the Deed (Fixed Charges). If required by the Security Agent, at any time following receipt of that waiver or consent, the Company will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require.

3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future:

3.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1 of the Deed (Fixed charges), clause 4.2 of the Deed (Security assignments) or any other provision of the Deed; and

3.2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

continued on continuation sheet 5, page 4

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 5
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Company Number

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Name of Company

BRIGHTREASONS GROUP LIMITED (the "Deed")

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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4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Agent may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

4.1.1 a Declared Default has occurred and is continuing; or

4.1.2 the Security Agent (acting reasonably) considers any Security Assets (whether or not those specified in the notice) 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.

4.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2002 (or anything done with a view to obtaining such a moratorium) in respect of the Company.

4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

4.3.1 in relation to any Security Asset which is subject to a floating charge if:

(a) the Company creates (or attempts or purports to create) any Security Interest (other than as permitted under the terms of the Facilities Agreement or with the prior consent of the Security Agent) on or over the relevant Security Asset without the prior consent in writing of the Security Agent; or

(b) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

4.3.2 over the Security Assets charged by the Company, which are subject to a floating charge if an administrator is appointed in respect of the Company.

4.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 of the Deed (Conversion by notice) in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Agent and/or the other Security Beneficiaries.

continued on continuation sheet 6, page 4

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Particulars of a mortgage or charge (continued)

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Continuation sheet No. 6
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Company Number

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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)

Amount due or owing on the mortgage or charge (continued)

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

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5. CONTINUING SECURITY

5.1 Continuing security

The Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Security Agent and/or any of the other Security Beneficiaries may at any time hold for any of the Secured Obligations.

5.3 Right to enforce

The Deed may be enforced against the Company without the Security Agent and/or the other Security Beneficiaries first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

6. UNDERTAKINGS BY THE CHARGING COMPANIES

6.1 Restrictions on dealing

Unless expressly permitted to do so under the Facilities Agreement, the Company will not do or agree to do any of the following without the prior written consent of the Security Agent:

6.1.1 create or permit to subsist any Security Interest on any of the Security Assets; or

6.1.2 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 its interest in any Security Asset (except for a Permitted Disposal).

6.2 Security Assets generally

The Company will not, except with the prior written consent of the Security Agent, enter into any onerous or restrictive obligation affecting any of the Security Assets.

6.3 Dealings with and realisation of Receivables

The Company will unless expressly permitted to do so under the Finance Documents without prejudice to clause 10.1 of the Deed (Restrictions on dealing) (but in addition to the restrictions in that clause), not, without the prior written consent of the Security Agent, sell, assign, charge, factor or discount or in any other manner deal with any of the Receivables;

7. FURTHER ASSURANCES

7.1 Further action

The Company shall, at its own expense, promptly take whatever action the Security Agent or a Receiver may reasonably require for:

continued on continuation sheet 7, page 4

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Particulars of a mortgage or charge (continued)

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Name of Company

BRIGHTREASONS GROUP LIMITED (the "Deed")

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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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7.1.1 creating, perfecting or protecting the Security Interests intended to be created by the Deed; and

7.1.2 facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may think expedient.

7.2 Specific security

Without prejudice to the generality of clause 20.1 of the Deed (Further action), the Company will promptly at the request of the Security Agent, acting reasonably execute a legal mortgage, charge, assignment, assignation or other security over all or any of the Security Assets which are subject to or intended to be subject to any fixed security created by the Deed and on terms no more onerous than the Deed in favour of the Security Agent (including for the avoidance of doubt, any arising or intended to arise pursuant to clause 6 of the Deed (Conversion of floating charge)) in such form as the Security Agent may reasonably require.

7.3 Share Certificates

If any of the Charged Securities are converted to certificated form, the Company will promptly delivery such share certificates to the Security Agent.

SCHEDULE 2

Charged Securities

Group Companies	Name of holding company in which shares are held	Class of shares	Number of shares held
Brightreasons International Limited	Brightreasons Group Limited	Ordinary	113,500
	Brightreasons Group Limited	Ordinary	1
Bella Pasta Limited	Brightreasons Group Limited	Ordinary	1
Brightreasons Restaurants Limited	Brightreasons Group Limited	Ordinary	111,001
Bella Pasta Restaurants Limited	Brightreasons Group Limited	Ordinary	1

SCHEDULE 3

Intellectual Property

MARK	CLASS(ES)	COUNTRY	APP NO.	REG NO.	CASE REF.	STATUS	FILING DATE	APPLICANT	GOODS	RENEWAL DATE
AMBER COAST	30 and 42	United Kingdom	2 049 660	2 049 660	T/121435.GB	Granted	14/12/95	BrightReasons Group Limited	Class 30: Pizzas and ingredients therefor, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages. Class 42: Cafe, cafeteria, canteen, restaurant and snack bar services, catering services, takeaway services, all for the provision of food, non-alcoholic beverages or confectionery.	14/12/05
BELLA PASTA	42	Austria	AM562/95	170750	T/72342.AT	Granted	02/02/95	BrightReasons Group plc	Provision of food, beverages and confectionery for immediate consumption in cafes, self-service restaurants, canteens, restaurants, snack bars, taverns and/or public houses; catering and delivery services of prepared meals and beverages.	23/07/07
BELLA PASTA	30 and 42	Benelux	78678	564808	T/20136.BX	Granted	01/02/95	BrightReasons Group plc		01/02/05
BELLA PASTA	30 and 42	Czech Republic	98770	193091	T/33065.CZ	Granted	30/03/95	BrightReasons Group plc	Class 30 - Catering services, takeaway services, all for the provision of food, drink and confectionery. Class 42 - Cafe, cafeteria, canteen, restaurant, snack bar and public house services.	30/03/05
BELLA PASTA	30 and 42	Denmark	VA 01.008 1995	VR 05.168 1995	T/80466.DK	Granted	08/02/95	BrightReasons Group plc		04/08/05
BELLA PASTA	30, 39 and 42	France	95/601,511	95/601,511	T/121835.FR	Granted	18/12/95	BrightReasons Group plc		18/12/05
BELLA PASTA	30 and 39	Germany	395 04 830.3	395 04 830	T/20542.DE	Granted	05/02/95	BrightReasons Group plc	Class 30 - Bread, desserts, sweet and condiments, coffee, tea, cocoa and chocolate drinks. Class 39: Delivery of drinks of cultivation against price (as included in Class 39).	05/02/05

MARK	CLASSES)	COUNTRY	APP NO.	REG NO.	CASE REF.	STATUS	FILING DATE	APPLICANT	GOODS	RENEWAL DATE
BELLA PASTA	30 and 42	Greece	123239	123239	T/30271.GR	Granted	02/03/95	BrightReasons Group plc	Class 30 - Pasta. Class 42 - Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, takeaway services, all for the provision of food, drink or confectionery.	02/03/05
BELLA PASTA	42	Ireland	95/3625	202208	T/70143.IE	Granted	01/07/96	BrightReasons Group plc	Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, catering for the provision of food, drink and confectionery for consumption off premises.	01/07/06
BELLA PASTA	30	Ireland - Tmark old law	95/3624	B173919	T/52534.IE	Granted	25/05/95	BrightReasons Group plc	Pizzas and ingredients therefor, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages.	25/05/12
BELLA PASTA	42	Israel	97066	97066	T/21449.IL	Granted	14/02/95	BrightReasons Group plc	Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, takeaway services, all for the provision of food, drink or confectionery; all included in Class 42.	14/02/16
BELLA PASTA	30	Israel	97065	97065	T/21450.IL	Granted	14/02/95	BrightReasons Group plc	Pizzas and ingredients therefor, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages; all included in Class 30.	14/02/16
BELLA PASTA	30 and 42	Moldova	4902	4469	T/100347.MD	Granted	03/10/95	BrightReasons Group plc	Class 30 - Pizzas and ingredients therefor, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages. Class 42 - Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, takeaway services, all for the provision of food, drink and confectionery.	03/10/05
BELLA PASTA	30 and 42	Poland	Z-143348	103138	T/21038.PL	Granted	10/02/95	BrightReasons Group plc	Class 30 - Pizzas, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages. Class 42 - Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, takeaway services, all	10/02/05

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MARK	CLASS(ES)	COUNTRY	APP NO.	REG NO.	CASE REF.	STATUS	FILING DATE	APPLICANT	GOODS	RENEWAL DATE
									for the provision of food, drink and confectionery.	
BELLA PASTA	30 and 42	Switzerland	983/1995.9	425486	T/20741.CH	Granted	07/02/95	BrightReasons Group plc		07/02/05
BELLA PASTA	42	Turkey	96/1441	169636	T/20137.TR	Granted	01/02/96	BrightReasons Group plc	Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, take-away services, all for the provision of food, drink or confectionery, preparation of food and drink.	01/02/06
BELLA PASTA	30	United Kingdom	2 030 480	2 030 480	T/81638.GB	Granted	16/08/95	BrightReasons Group Limited	Pizzas and ingredients therefor, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages.	16/08/05
BELLA PASTA CAFE PASTA (stylis)	42	Gibraltar	1 474 369	7049	T/82143.GI	Granted	21/08/91	BrightReasons Group plc	Restaurant services; all included in Class 42.	21/08/08
BELLA PASTA CAFE PASTA (stylis)	42	Sweden	95-01763	313119	T/52442.SE	Granted	15/02/95	BrightReasons Group plc		24/05/06
BELLA PASTA CAFE PASTA (stylis)	42	United Kingdom	1 474 369	1 474 369	T/82142.GB	Granted	21/08/91	BrightReasons Group Limited	Restaurant services; all included in Class 42.	21/08/08
CHILLI PAN CHINGO	30 and 42	United Kingdom	2 012 321	2 012 321	T/22446.GB	Granted	24/02/95	BrightReasons Group Limited	Class 30: Pizzas and ingredients therefor, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages. Class 42: Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, all for the provision of food, drink or confectionery.	24/02/05
CRUSTBUSTERS	30 and 42	United Kingdom	2 061 163	2 061 163	T/31448.GB	Granted	14/03/96	BrightReasons Group Limited	Class 30: Pizzas and ingredients therefor, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages. Class 42: Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services,	14/03/06

MARK	CLASSES	COUNTRY	APP NO.	REG NO.	CASE REF.	STATUS	FILING DATE	APPLICANT	GOODS	RENEWAL DATE
									takeaway services, all for the provision of food, drink or confectionery.	
GAME SET AND MATCH	41	United Kingdom	1 392 779	1 392 779	T/72458.GB	Granted	24/07/89	BrightReasons Group Limited	Amusement arcades; video game arcades; arranging of games, competitions and quizzes; amusement parks; all included in Class 41.	24/07/06
GULF COAST GRILL	29, 30 and 42	United Kingdom	2 026 208	2 026 208	T/70663.GB	Granted	06/07/95	BrightReasons Group Limited	Class 29: Meat, fish, poultry, game, cooked fruits and vegetables, jellies, jam, eggs, milk and milk products, prepared meals. Class 30: Pizzas and ingredients therefor, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages. Class 42: Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, all for the provision of food, drink or confectionery.	06/07/05
HEMMINGWAY	42	United Kingdom	2 052 197	2 052 197	T/11642.GB	Granted	16/01/96	BrightReasons Group Limited	Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, take-away services, all for the provision of food, drink or confectionery.	16/01/06
JO LARGO	29, 30 and 42	United Kingdom	2 020 739	2 020 739	T/51642.GB	Granted	16/05/95	BrightReasons Group Limited	Class 29: Prepared meals; cooked fruits and vegetables; jellies; milk and milk products; preservatives. Class 30: Pizzas and ingredients therefor; bread, pasta; prepared meals; desserts; confectionery; coffee; tea; cocoa and chocolate beverages; salad dressings. Class 42: Cafe, cafeteria, canteen, restaurant, snack bar and public house services; catering services.	16/05/05
PASTA GRILL	30	United Kingdom	1 552 848	1 552 848	T/110878.GB	Granted	08/11/93	BrightReasons Group Limited	Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; honey, treacle; yeast, baking-powder; salt; mustard; vinegar, sauces (condiments); spices; ice; macaroni, pasta and pizza; all included in Class 30; but not including any of the aforesaid goods in the form of prepared	08/11/10

MARK	CLASSES	COUNTRY	APP NO.	REG NO.	CASE REF.	STATUS	FILING DATE	APPLICANT	GOODS	RENEWAL DATE
									meals.	
PASTA GRILL	42	United Kingdom	1 552 849	1 552 849	T/110879.GB	Granted	08/11/93	BrightReasons Group Limited	Catering services; cafes; cafeterias; canteen services; cocktail lounge services; hotel services; hotels, boarding house services; restaurant services, self-service restaurants and cafeteria services; all included in Class 42.	08/11/10
PECKERS	30 and 42	United Kingdom	2 009 497	2 009 497	T/20138.GB	Granted	01/02/95	BrightReasons Group Limited	Class 30: Pizzas and ingredients therefor, bread, pasta, prepared meals, desserts, confectionery, coffee, tea, cocoa and chocolate beverages. Class 42: Cafe, cafeteria, canteen, restaurant, snack bar and public house services, catering services, takeaway services, all for the provision of food, drink or confectionery.	01/02/05

SCHEDULE 4

Relevant Contracts

None.

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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. 02521829

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 17th JANUARY 2005 AND CREATED BY BRIGHTREASONS GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO BARCLAYS BANK PLC (THE SECURITY AGENT) AND/OR THE OTHER SECURITY BENEFICIARIES (OR ANY OF THEM) 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 29th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd FEBRUARY 2005.

GRH
P.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —