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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

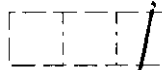
Pursuant to section 395 of the Companies Act 1985

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

395

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

For official use Company number



03085223

Name of company

* Conran Finance Limited (the "Company")

Date of creation of the charge

17 December 2004

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

Guarantee and Debenture dated 17 December 2004 between the Company, National Westminster Bank plc (the "Bank") and others (the "Guarantee and Debenture")

Amount secured by the mortgage or charge

- (a) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and in any currency) of the Company to the Bank arising in any way whatsoever;
- (b) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and in any currency) of any Chargor or Conran Holdings Limited to the Bank arising in any way whatsoever; and
- (c) all banking, legal and other costs, charges and expenses properly and reasonably incurred by the Bank in connection with the protection, preservation or enforcement of its rights under the Finance Documents, (together, the "Secured Liabilities").

All capitalised terms used in this Form 395 and the Continuation Sheet which forms part hereof shall, unless otherwise indicated, have the meaning given to them in the Continuation Sheet

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

National Westminster Bank plc c/o The Royal Bank of Scotland plc, 280 Bishopsgate, London

Postcode EC2M 4RB

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

FRESHFIELDS BRUCKHAUS
DERINGER
65 FLEET STREET, LONDON
ENGLAND EC4Y 1HS
DX 23 LONDON/CHANCERY LANE
C/O MARY FALCONER

Time critical reference

For official use

Mortgage section

Post room

LD8
COMPANIES HOUSE0242
23/12/04

Please do not
write in
this margin

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

* Insert full name
of company

Short particulars of all the property mortgaged or charged

For short particulars of all property charged please see the Continuation Sheet attached to this Form 395

Please do not
write in
this margin

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

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

Particulars as to commission allowance or discount (note 3)

n/a

Signed Freshfield Bruckman Dwyer Date 23/12/04

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.
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 CF4 3UZ.

CONTINUATION SHEET TO FORM 395 (DATED 23/12/04)

Particulars of all the property mortgaged or charged

1. CHARGES

1.1 The Company as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Bank, charged in favour of the Bank:

(a) by way of first legal mortgage all the freehold and leasehold property (if any) now belonging to it and specified in Schedule 3 to the Guarantee and Debenture;

(b) by way of first legal mortgage any other freehold or leasehold property wheresoever situate now belonging to it; and

(c) to the extent the same are not the subject of an effective legal mortgage under (a) or (b) above by way of first fixed charge all present freehold or leasehold property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property, wheresoever situate now or hereafter belonging to it.

1.2 The Company as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Bank, charged in favour of the Bank by way of first fixed charge:

(a) (to the extent that they are not Fixtures) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of the Company's stock-in-trade or work-in-progress) and the benefit of all contracts, licences and warranties relating to them;

(b) all rights and benefits in respect of insurances and all claims and returns of premiums in respect of such insurance;

(c) all of its rights and benefits under all bills of exchange, promissory notes and other negotiable instruments held by it together with its interest in any book or other debts;

(d) any beneficial interest, claim or entitlement of it to any assets of any pension fund;

(e) its present and future goodwill;

(f) its present and future uncalled capital;

(g) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect of such present and future licences, permissions, consents and authorisations; and

1.3 The Company as continuing security for the payment, discharge and performance of all the Secured Liabilities at any time owed or due to the Bank charged in favour of the Bank by way of first fixed charge all Securities held now or in the future by it and/or any nominee on its behalf.

1.4 The Company as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Bank:

(a) charged in favour of the Bank by way of first fixed charge:

(i) all its present and future Intellectual Property Rights;

(ii) all its present and future Licence Rights; and

(iii) all its present and future rights in relation to the Trade Marks under the Licences, including the right to use the Trade Marks and to sue and obtain remedies (including damages) for infringement or other matters affecting the Trade Marks; and

(b) to the extent that any Intellectual Property Rights or Licence Rights were not capable of being charged, (whether by reason of lack of any third party consent which is required, or otherwise) assigned and agreed to assign in favour of the Bank all its right, title and interest (if any) in and to any and all damages, compensation, remuneration, profit, rent, fees, royalties or income which the Company may derive from such Intellectual Property Rights or Licence Rights or be awarded or entitled to in respect of such Intellectual Property Rights or Licence Rights.

1.5 The Company as continuing security for the payment, discharge and performance of the Secured Liabilities, charged in favour of the Bank by way of a first floating charge all its undertaking and assets of whatever type and wherever located both present and future, subject always to all mortgages, fixed charges and assignments referred to above or created by or pursuant to any other provision of the Guarantee and Debenture. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2002) applies to all floating charges created pursuant to the Guarantee and Debenture.

2. UNDERTAKINGS

2.1 The Company has undertaken to the Bank that, save as permitted under the terms of the Revolving Facility Agreement, it will not:

(i) create or permit to subsist any Security Interest over all or any part of its assets, rights or property or agree to do so other than pursuant to any Security Document; or

(ii) without the prior written consent of the Bank (such consent not to be unreasonably withheld or delayed) part with, grant or enter into a Lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of its assets, rights (including its rights under the Licences) or property or any interest in them, or for any Intellectual Property Rights grant a licence in respect of, or agree to do any of the above.

2.2 The Company has undertaken to the Bank that it will not:

(i) create or permit to subsist any Security Interests over all or any part of the Securities or agree to do so other than pursuant to any Security Document

(ii) part with, grant or enter into a Lease of, sell, transfer, assign or otherwise dispose of (including by way of declaration of trust) all or any part of the Securities owned by it or agree to do any of the above.

2.3 The Company has undertaken with the Bank that it will, and will procure that each other Chargor will:

- (a) **Repair:** keep the Mortgaged Property, all buildings forming part of the Mortgaged Property and all Fixtures in reasonable repair and condition and adequately and properly painted and decorated and keep all other plant, machinery, computers, vehicles, implements and other effects for the time being owned by it and which are in or upon the Mortgaged Property or elsewhere in a reasonable state of repair and in reasonable working order and condition;
- (b) **Insurance:** at all times during the subsistence of the security constituted by or pursuant to this Guarantee and Debenture comply with all covenants, undertakings and conditions as to insurance of any part of the Mortgaged Property imposed by the terms of any lease, agreement for lease or any tenancy under which the relevant Chargor derives its estate or interest therein and, subject to the foregoing and so far as not inconsistent with the said terms, each Chargor shall at all such times:
 - (i) cause all buildings, trade and other fixtures and all plant, machinery, vehicles, computers and office and other equipment and all stock in trade forming part of the Charged Property to be insured and to be kept insured in such insurance office, in such amounts and against such risks as the Bank may reasonably require from time to time (including in respect of a diminution of value which would be caused by any loss of a Liquor Licence), but otherwise with such insurer of repute as shall have been selected by that Chargor or with Lloyd's underwriters on the equivalent basis as insurances are maintained by prudent companies carrying on businesses comparable with that Chargor and on a comparable scale as regards the property and assets insured, the insured risks and the classes of risk to be covered and the amount of the insurance cover;
 - (ii) duly and punctually pay all premiums and other moneys due and payable by it under all such insurances as aforesaid and promptly upon request by the Bank produce to the Bank the premium receipts or other evidence of the payment thereof; and
- (c) **Compliance with leases:** perform and observe all the covenants, agreements and stipulations on the part of such Chargor (whether as landlord or tenant) contained in any Lease and not do or suffer to be done any act or thing as a result of which any of them may become liable to forfeiture or otherwise be determined prior to the expiration of its term;
- (d) **Taxes and outgoings:** pay all taxes, rates, duties, charges, assessments, liabilities and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) due and payable by it within a reasonable time of the relevant due date in accordance with the practice in the relevant jurisdiction and prior to the accrual of any material penalty or fine for late payment (save to the extent that payment of the same is being contested in good faith and:
 - (i) adequate reserves are being maintained for them; or
 - (ii) it is, if so requested by the Bank, demonstrated to the reasonable satisfaction of the Bank, that the invoice in respect of, or claim for, such contested payment is incorrect),and not do or permit to be done on the Mortgaged Property any act or thing which will or might give rise to any charge to tax which may be or may become binding on any successor in title to or person deriving title under any Chargor;
- (e) **Acquisitions:** notify the Bank in writing within 5 Business Days upon the acquisition by such Chargor from time to time of any freehold or leasehold property (including, without limitation, by the exercise of such Chargor of any option to acquire any freehold or

leasehold property) or of any agreement or option to acquire any freehold or leasehold property or any licence or other right to occupy or use the same or any proposal for the compulsory acquisition of any of its present or future freehold or leasehold property;

- (f) **User:** use the Mortgaged Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user of such Mortgaged Property under or by virtue of the Planning Acts and in compliance with all matters affecting the Mortgaged Property;
- (g) **No alterations:** not make or permit to be made any substantial structural alterations or additions to the Mortgaged Property unless the Bank has given its prior written consent to the same (not to be unreasonably withheld or delayed);
- (h) **Notices:** within 5 days after the receipt by such Chargor of any application, requirement, direction, proposal, order or notice served or given by any public or local or any other authority (including without limitation any made pursuant to the Planning Acts or Environmental Laws) with respect to the Security Assets (or any part of the Security Assets) and which may, in the opinion of the Chargor (acting reasonably), have a Material Adverse Effect and whether relating to compulsory acquisition, development or otherwise, send a copy of it and accompanying material to the Bank and also within 5 days after demand from the Bank inform it of the steps taken or proposed to be taken by such Chargor to comply with any requirement made in it or implicit in it and (if the Bank requires) to contest or appeal any such application, requirement, direction, proposal order or notice and to take all necessary steps without delay to comply with or make objections or representations as to the same;
- (i) **Compensation:** not negotiate, waive or settle any claim for compensation (whether payable under any enactment or otherwise) in respect of the compulsory acquisition of the Mortgaged Property or reduction in the value of the Mortgaged Property without the prior written consent of the Bank (not to be unreasonably withheld or delayed);
- (j) **Addresses for service at the Land Registry:** in relation to any registered land forming part of the Security Assets and if required by the Bank, ensure that one of such Chargor's addresses for service noted on the register of the relevant title is the address provided from time to time by the Bank but so that the Bank will have no liability to the Chargor in respect of any failure to respond to any notice served on it at such address for service;
- (k) **Statutes:** duly and punctually perform and observe in all material respects all its obligations in connection with the Security Assets under any present or future statute or any regulation, order or notice made or given under such present or future Statute;
- (l) **Development:** not carry out or permit to be carried out on any part of the Mortgaged Property any development (within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) nor make or authorise the making of any application for planning permission in respect of the Mortgaged Property without the prior written consent of the Bank (not to be unreasonably withheld or delayed);
- (m) **No prejudicial land matters:** not create or knowingly permit to arise or permit to subsist any right, interest, matter or thing falling within (or treated under the LRA as falling within) any of the paragraphs of Schedules 1 or 3 to the LRA (as varied by Schedule 12) nor enter into any onerous or restrictive obligations affecting the Mortgaged Property without the prior written consent of the Bank (not to be unreasonably withheld or delayed);

- (n) **Leases:** not without the prior written consent of the Bank (not to be unreasonably withheld or delayed and in any event not to be withheld if no Event of Default subsists or would arise as a consequence of the proposed transaction) grant or agree to grant or enter into (whether in exercise or independently of any statutory power) any Lease in relation to the Mortgaged Property or any part of it or vary or accept a surrender of any Lease save where it is being granted pursuant to any statutory rights of renewal and, prior to such grant, having provided full details of such grant or proposed grant to the Bank and without limiting the foregoing;
- (i) not exercise or agree to exercise the statutory or other powers of making leases or of accepting or agreeing to accept surrenders of leases nor grant or agree to grant any licence or right to occupy any Mortgaged Property or any other freehold or leasehold property for the time being owned by any Chargor;
- (ii) not cancel, surrender, assign or permit to be forfeit any Lease or any part of any Lease or agree to do so whether such Lease is held by any Chargor or is superior to it or is derived out of any Chargor's interest therein or sub-let or permit to be cancelled, surrendered, assigned, sub-let or charged the whole or any part of the property comprised in such a Lease or agree to do so and if any of the Mortgaged Property is tenanted serve all notices necessary to ensure that the right to recover rents or other fixed charges payable under any Leases are preserved and otherwise manage such property in a proper and efficient manner and not agree the amount of any rent reviews or grant any licence in respect of such property and not vary or release any covenant contained in any lease or licence affecting such property; and
- (iii) not part with possession (otherwise than on determination of any tenancy or licence) of any of the Mortgaged Property or share occupation of it with any other person,
- provided that this sub-clause (p) shall not prevent any Chargor from agreeing to a rent review without first seeking the Bank's consent where the same is provided for in the terms of the relevant Lease.
- (o) **No waivers:** not waive or vary nor permit to be waived or varied any material term of any of the documents relating to or affecting the Mortgaged Property in a manner which would or would be likely to have a material adverse effect upon the value of the Security Assets;
- (p) **Covenants:** duly and punctually perform and observe all covenants and stipulations restrictive or otherwise affecting all or any part of the Mortgaged Property and all or any facilities necessary for the enjoyment and use of the Mortgaged Property and/or the carrying on of the business at the Mortgaged Property, including without limitation access to and egress from the Mortgaged Property, and indemnify the Bank in respect of any breach of such covenants and/or stipulations;
- (q) **Access:** permit the Bank and any person nominated by it at all reasonable times during normal business hours on reasonable notice to enter upon the Mortgaged Property and view the state of the same;
- (r) **Investigation of title:** upon the occurrence of an Enforcement Event or otherwise if the Bank reasonably believes (acting on advice received by it for such purpose) that the value of the Mortgaged Property is materially and adversely affected or for any other reasonable purpose which the Bank may require, grant the Bank or its lawyers on reasonable request all such facilities within the power of such Chargor to enable such lawyers (at the expense of such Chargor in relation to any circumstance constituting an

Enforcement Event or a Default, but otherwise at the Bank's own expense) to carry out investigations of title to any such property which is or may be subject to this security and enquiries into matters in connection therewith as may be carried out by a prudent mortgagee; and

- (s) **Report on title:** on written demand by the Bank, following the occurrence of an Enforcement Event or otherwise if the Bank reasonably believes (acting on advice received by it from its advisers for such purpose) that the value of the Mortgaged Property is materially and adversely affected, provide the Bank as soon as practicable with a report prepared (at the Chargor's expense in relation to any circumstance constituting an Enforcement Event or a Default, but otherwise at the Bank's own expense) by a law firm approved by the Bank as to the title of any Chargor to such property which is subject to this security and related matters which may properly be sought to be covered by a prudent mortgagee in a law firm's report of this nature.

2.3 The Company has undertaken to the Bank that it will, and will procure that each other Chargor will:

- (i) **No lapsing:** take all steps required to maintain registrations forming part of the Intellectual Property Rights, including paying all renewal fees, and use the Intellectual Property Rights sufficiently to prevent their revocation for non-use and, if requested by the Bank, provide information concerning usage;
- (ii) **Applications:** (where any Intellectual Property Rights comprise applications for registration of such rights), pay all necessary application, extension and registration fees and ensure (unless there is any opposition to the application or the application is rejected on the grounds of lack of distinctiveness or sufficient use) the prosecution of all such applications to grant;
- (iii) **Notification of possible actions:** notify the Bank immediately after becoming aware of any material:

- (A) actual or suspected infringement of any of the Intellectual Property Rights;
- (B) any allegation or complaint made by any third party that any of the Intellectual Property Rights is invalid or that their use infringes any third party rights; or
- (C) other form of attack or claim to which the Intellectual Property Rights become subject,

in each case, also providing details of the steps being taken (if any) in connection with any of these matters;

- (iv) **Notification of acts or omissions affecting validity:** immediately notify the Bank of any act or omission of which it becomes aware which it believes will or is likely to affect the validity of any of the Intellectual Property Rights and the steps being taken (if any) to protect or maintain the validity of such Intellectual Property Rights; and
- (v) **No depreciation in value:** not knowingly do or cause or permit to be done or omit to do anything which may depreciate, jeopardise or prejudice the value, reputation or marketability of the Intellectual Property Rights or the right to receive any revenues or royalties in connection with the Intellectual Property Rights.

2.4 The Company has undertaken to the Bank that it will, and will procure that each Chargor will:

- (i) **Notification of creation of new Trade Marks:** notify the Bank of the creation of any new trade marks by it at the time of filing for registration of the same;
- (ii) **Notification of acquisition of new Licence Rights:** notify the Bank of the acquisition of any new Licence Rights by it; and
- (iii) **Trigger Notices under Licences:** immediately on written request from the Bank, serve the relevant licensor under a Licence with a Trigger Notice (as defined in the Licences) in accordance with the Licence.

3. FURTHER ASSURANCE

The Guarantee and Debenture contains a further assurance covenant given by the Company.

4. DEFINITIONS

In this Continuation Sheet and the Form 395 to which it relates:

"Chargor" means Conran Finance Limited, Quaglinos Restaurant Limited, Le Pont de la Tour Limited, The Butlers Wharf Chop-House Limited, The Bluebird Store Limited and/or Coq d'Argent Limited and each company which becomes a party to the Guarantee and Debenture by executing a Deed of Accession (as defined therein).

"Default" means an Event of Default or any event or circumstance which with the giving of notice, the lapse of time, the making of any determination of materiality and/or the fulfilment of any condition provided for in clause 22 (Events of Default) of the Revolving Facility Agreement would or could reasonably be expected to constitute an Event of Default.

"Enforcement Event" means the occurrence of either (a) an Event of Default under clause 22.6 (Insolvency), clause 22.7 (Insolvency Proceedings), clause 22.8 (Creditors' Process) (each clause reference being a reference to such clause in the Revolving Facility Agreement) or any other Event of Default which in the opinion of the Bank (acting reasonably and in good faith) is not capable of remedy, or (b) any other Event of Default which remains unremedied and unwaived for a period of 30 days from the date of a notice from the Bank to Conran Finance Limited declaring that such an Event of Default has occurred.

"Event of Default" means any event or circumstance specified as such in clause 22 (Events of Default) of the Revolving Facility Agreement.

"Finance Documents" means any document under which a Secured Liability exists, the Revolving Facility Agreement, the Overdraft Agreement, the Security Documents and any other document designated as a "Finance Document" by the Company and the Bank.

"Fixtures" means, in relation to any freehold or leasehold property mortgaged or charged by or pursuant to the Guarantee and Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment owned by any Chargor from time to time on or forming part of such property.

"Intellectual Property Rights" means any of the following rights that are owned by any of the Chargors (and, for the avoidance of doubt, excluding the Trade Marks): trade marks, logos, service marks, trade names, domain names, get-up, (together with the goodwill of the business attaching to any of them), patents, utility models, semiconductor topography rights, registered designs, unregistered design rights, copyright (including rights in computer software), database rights, rights in know-how and trade secrets and other intellectual

property rights, in each case whether registered or unregistered and including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world.

"Licence Rights" means all rights (including for the avoidance of doubt the right to receive revenue or royalties or claim for damages) under any licences or agreements relating to the use or exploitation of any Intellectual Property Rights or any third party intellectual property rights.

"Lease" means any lease, letting, underlease or sublease (however remote), tenancy or right to possession, occupation or use and any agreement for any of them.

"Licences" means the trade mark licences which were entered into on 17 December 2004 and are between in each case (among others) (1) one of the Chargors; (2) Sir Terence Conran or another member of the Chargor's group, including Conran Limited (as licensor) and (3) the Bank and under which a Chargor is licensed to use certain trade marks relating to its business.

"LRA" means the Land Registration Act 2002.

"Material Adverse Effect" means an effect which in the reasonable opinion of the Lender:

- (i) is or is reasonably likely to be materially adverse to (i) the ability of Conran Finance Limited to perform its payment obligations under the Finance Documents or (ii) the validity or enforceability of any Finance Document; or
- (ii) is likely to be materially adverse to the ability of Conran Finance Limited to perform its obligations under Clause 20 (Financial Covenants) of the Revolving Facility Agreement.

"Mortgaged Property" means each freehold and leasehold property mortgaged and/or charged by the Guarantee and Debenture or in any Schedule to any Deed of Accession (as defined in the Guarantee and Debenture) and each and every part of such freehold and leasehold properties.

"Overdraft Agreement" means the overdraft agreement dated 17 December 2004 and made between (among others) Conran Holdings Limited and the Bank pursuant to which the Bank has agreed to provide an overdraft facility subject to the terms and conditions set out therein;

"Revolving Facility Agreement" means the revolving facility agreement dated 17 December 2004 and made between the Company, Conran Holdings Limited and the Bank.

"Securities" means all physical stocks and shares, options, debentures, bonds, warrants, coupons, certificates or other securities and investments or, where relevant, the right, title, interest and benefit in and to such assets now or in the future owned or held by the Company from time to time.

"Security Assets" means all assets, rights, interests, undertaking and property of the Company the subject of any security created or expressed to be created by or pursuant to the Guarantee and Debenture.

"Security Documents" means the Guarantee and Debenture, each Deed of Accession (as defined in the Guarantee and Debenture) and every other document entered into by the Chargors pursuant to the Guarantee and Debenture.

"Security Interest" means any mortgage, charge, pledge, lien, hypothecation, security assignment or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect other than any lien arising by operation of law.

"Trade Marks" means the trade marks specified below together with any other trade marks licensed to any of the Chargors under the Licences from time to time:

Trademark no.	Mark	Date registered	Classes	Registered proprietor
1428054	Le Pont De La Tour	06.06.1990	42	Sir Terence Orby Conran
2353737	Paternoster Square Chop House	17.01.2004	43	Conran Limited
2356648	Paternoster Chop House	25.02.2004	43	Conran Limited
2366934	Bluebird/Bluebird Club and Dining Rooms	29.06.2004	43	Conran Limited (an application for a series of two marks)
2112892	Le Coq D'Argent	15.10.1996	42	Sir Terence Orby Conran
2138409	Cafe Coq	08.07.1997	42	Sir Terence Orby Conran
2015229	Q	23.03.1995	33	Quaglino's Restaurant Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03085223

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 17th DECEMBER 2004 AND CREATED BY CONRAN FINANCE LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES NAMED THEREIN TO NATIONAL WESTMINSTER 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 23rd DECEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th JANUARY 2005.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —