

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

4111

6403253

Name of company

* Ego Group Limited

Date of creation of the charge

19 September 2008

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

Composite Guarantee and Debenture

Amount secured by the mortgage or charge

Please see attached Rider A.

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

Lloyds TSB Development Capital Limited, a company incorporated in England
and Wales with limited liability (Registered Number 1107542), whose
registered office is at 45 Old Bond Street, London

Postcode W1S 4QT

Presentor's name address and
reference (if any)

Dickson Minto W.S.
16 Charlotte Square
Edinburgh
EH2 4DF
L114/003/JAH/ECL/CJM

Doc Ref L114 003 (CGD) (1) (JAH) xfd

Time critical reference

For official Use (06/2005)
Mortgage Section

MONDAY



A4W8F3QQ

A09

06/10/2008

159

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see attached Rider B.

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 Dickson Mento

Date 3 October 2008

On behalf of ~~XXXXXXXX~~ (mortgagee/chargee) †

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

Notes

† delete as
appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

EGO GROUP LIMITED

(Registered Number 6403253)

RIDER A - FORM 395 - COMPOSITE GUARANTEE AND DEBENTURE

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 as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Charging Company to the Lender under the Finance Documents together with

- 10 +
- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;
 - (b) any further advances and additional facilities which may be made by the Lender to any Charging Company under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees and costs in connection therewith,
 - (c) any claim for damages or restitution in the event of recession of any of those obligations or liabilities or otherwise in connection with the Finance Documents,
 - (d) any claim against any Charging Company flowing from the recovery by any Charging Company of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise,
 - (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings, and
 - (f) all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights against any Charging Company

Where

"Charging Company"

means the Parent and each company listed below

Name	Registered Number
Ego Restaurants Holdings Limited	6425958
Ego Restaurants Limited	3684077

and "Charging Companies" shall be construed accordingly;

DM.

"Ego"	means Ego Restaurants Limited, a company incorporated in England and Wales (Registered Number 3684077) whose registered office is at 4th Floor, Huntingdon House, Princess Street, Bolton BL1 1EJ,
"Facility Agreement"	means the facility agreement dated on or around the date of the Composite Guarantee and Debenture between Ego and the Lender,
"Finance Documents"	means the Facility Agreement, the Composite Guarantee and Debenture and any other document designated as a "Finance Document" by the Parent and the Lender,
"Lender"	means Lloyds TSB Development Capital Limited, a company incorporated in England and Wales with limited liability (Registered Number 1107542), whose registered office is at 45 Old Bond Street, London W1S 4QT, and
"Parent"	means Ego Group Limited, a company incorporated in England and Wales with limited liability (Registered Number 6403253) having its registered office at 4th Floor, Huntingdon House, Princess Street, Bolton BL1 1EJ

DM

EGO GROUP LIMITED

(Registered Number 6403253)

RIDER B - FORM 395 - COMPOSITE GUARANTEE AND DEBENTURE

Short particulars of all the property mortgaged or charged

- 1 Each Charging Company charges with full title guarantee with the payment and discharge to the Lender of all the Secured Liabilities
 - (a) by way of first fixed charge all its estates and interests in any freehold or leasehold property at the date of the Composite Guarantee and Debenture or at any time thereafter belonging to it together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,
 - (b) by way of first fixed charge all its plant, machinery, vehicles and other equipment at the date of the Composite Guarantee and Debenture or at any time thereafter owned by it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment,
 - (c) by way of first fixed charge the Shares owned by it,
 - (d) by way of first fixed charge all its Investment Interests,
 - (e) by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information at the date of the Composite Guarantee and Debenture or at any time belonging to it,
 - (f) by way of first fixed charge its goodwill and uncalled capital both present and future,
 - (g) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future,
 - (h) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with any bank, lender, financial institution or similar third parties and the debt or debts represented thereby, other than any such balances to the extent effectively assigned to the Lender under the Composite Guarantee and Debenture,

DM

- (i) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Lender under the Composite Guarantee and Debenture,
- (j) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Lender under the Composite Guarantee and Debenture

2 Each Charging Company assigns with full title guarantee absolutely to the Lender as security for the payment and discharge of all the Secured Liabilities, all of its right, title and interest, present and future, in and to

- (i) the Acquisition Documents,
- (ii) the Insurance Policies, and
- (iii) the Specified Accounts

To the extent (if any) that such right, title and/or interest is not assignable, such assignment will operate as an assignment of all proceeds received by such Charging Company under the Acquisition Documents, the Insurance Policies, the Specified Accounts (as the case may be) as security for the Secured Liabilities

3 Each Charging Company covenants that (without the prior consent of the Lender) it shall not

- (a) create (or permit to subsist) any Security over all or any part of its present or future revenues or assets, except for any Permitted Security, or
- (b) sell, lease, transfer or otherwise dispose of (by one or more transactions or series of transactions whether related or not) the whole or any part of its revenues or assets

4 The Lender may set-off any matured obligation due from any Charging Company under the Finance Documents (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to any Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

5 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Composite Guarantee and Debenture.

DM

Where

"Acquisition Documents"

means the Acquisition Documentation as defined in the Subscription Agreement,

"Insurance Policies"

means the insurance policies (including, for the avoidance of doubt, the Keyman Policy) in which a Charging Company may have an interest,

"Investment Interests"

means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by any Charging Company or held for or on behalf of a Charging Company in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto,

"Keyman Policy"

means the keyman life assurance policy taken out or to be taken out by the Parent in respect of James Horler and in an amount not less than £500,000,

"Permitted Security"

means the following

- (a) the composite guarantee and debenture dated 26 March 2008 between the Charging Companies and James Horler (as security trustee for the Secured Parties (as defined therein) in respect of certain secured 10% A2 loan notes 2014 issued by the Parent),
- (b) the composite guarantee and debenture dated 26 March 2008 between the Charging Companies and Lloyds TSB Development Capital Limited (as security trustee for the Secured Parties (as defined therein) in respect of

DM.

certain secured 10% B loan notes 2014 issued by the Parent),

- (c) the composite guarantee and debenture dated 26 March 2008 between the Charging Companies and Lloyds TSB Development Capital Limited (as security trustee for the Secured Parties (as defined therein) in respect of certain secured 10% A1 loan notes 2014 issued by the Parent),
- (d) the composite guarantee and debenture dated on or around the date of the Composite Guarantee and Debenture between the Charging Companies and James Horler in respect of a facility agreement between Ego and James Horler dated on or around the date of the Composite Guarantee and Debenture, and
- (e) any other security granted by the Charging Companies with the prior written consent of the Lender

"Secured Liabilities"

means the obligations and liabilities secured by the Composite Guarantee and Debenture as detailed in Rider A,

"Security"

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

"Shares"

means 100 ordinary shares of £1 each held by the Parent in the capital of Ego Restaurants Holdings Limited together with all rights, including dividends and

DM

other distributions, arising in relation thereto in any manner whatsoever,

"Specified Accounts"

means any current, deposit or other account with any bank, lender, financial institution or similar third party that may at any time be designated in writing as a Specified Account by the Lender, and

"Subscription Agreement"

means the subscription and shareholders' agreement dated 26 March 2008 between, inter alia, James Horler, John Barnes and Lloyds TSB Development Capital Limited relating to an investment in the Parent

Terms defined in Rider A shall have the same meaning in this Rider B

DM



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6403253
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURES DATED 19 SEPTEMBER 2008 AND CREATED BY
EGO GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF
THE COMPANIES NAMED THEREIN TO LLOYDS TSB
DEVELOPMENT CAPITAL LIMITED 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 6 OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 OCTOBER 2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES