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CHFP025

Please do not
write in this
margin

COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

Pursuant to section 155(6) of the Companies Act 1985

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

Note
Please read the notes
on page 3 before
completing this form.

* insert full name
of company

§ insert name(s) and
address(es) of all
the directors

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

1610425

Name of company

* Churnlight Limited

X We § Peter Timothy Morris of 3 Thruffle Hill, Bar Hill CB3 8TR and Mark Anthony Sullivan
of 8 Whilsters Grove, College Town, Sandhurst, Berkshire GU47 0FR

† delete as
appropriate

§ delete whichever
is inappropriate

~~XXXXXXXXXXXX~~ [all the directors] † of the above company do solemnly and sincerely declare that:

The business of the company is:

~~XX~~
~~XX~~
~~XX~~
~~XX~~

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the
[company] ~~XX~~

The assistance is for the purpose of [that acquisition] ~~XX~~
~~XX~~ †

The number and class of the shares acquired or to be acquired is: 50 ordinary shares of £1.00 each
(the Shares) being the entire allotted and issued share capital of the Company

Presenter's name address and
reference (if any) :
Mark Taylor & Company,
310 Harbour Yard,
Chelsea Harbour
London SW10 0XD

For official Use
General Section

Post room

WEDNESDAY



A03 02/05/2007 510
"AQJFTP7N"
COMPANIES HOUSE

Mark Taylor & Co (Solicitors)
We hereby certify that to the best of our knowledge and belief the above is a true and correct copy of the original document.

The assistance is to be given to: (note 2) Deep Blue Restaurants Limited (Company Registration Number: 04452665) of 40 Queen Anne Street, London E1G 9EL (the Buyer)

Please do not write in this margin

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

The assistance will take the form of:

Financial assistance will be provided by the Company pursuant to the terms of a facility letter relating to a term loan facility of £1,100,000 to be entered into between National Westminster Bank plc (the Bank) (1) and the Buyer (2) such term loan to be applied in and towards amongst other things the funding by the Buyer of the Shares.

Such financial assistance will be given by the execution and delivery by the Company of:

1. A first legal charge over the leasehold property at 36 High Street, Sawston, Cambridge in favour of the Bank.
2. A Mortgage Debenture in favour of the Bank over inter alia the undertaking of the Company.
3. An unlimited Intercompany Guarantee in respect of the liabilities of the Company, the Buyer, Applycourt Limited (AL) and Master Fryer (St. Albans) Limited (MFL), in favour of the Bank.
4. An Intercreditor Agreement governing the respective ranking interests of the Buyer, AL, MFL and the Company (1) the Bank (2) and the "Vendors" as therein defined (3).

The person who ~~0000000000~~ [will acquire] † the shares is:

† delete as appropriate

the Buyer

The principal terms on which the assistance will be given are:

Please see Schedule 1.

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is Within 8 weeks of the date hereof

delete either (a) or (b) as appropriate

(a) ~~We~~ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date)* (note 3)

(b) [REDACTED]
[REDACTED]
[REDACTED] (note 3)

Declared at 310 Harbor Yard Chelsea
Harbor London SW10

~~Left~~
PM

Day Month Year
on 2/8 09 2/00/6

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985

2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given, if a recipient is a company the registered office address should be shown

3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.

4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.

5 The address for companies registered in England and Wales or Wales is:-

**The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ**

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

SCHEDULE 1

The principal terms under which the assistance will be given are as follows:-

1. The principal terms of the Legal Charge.

For the purpose of this paragraph 1 of Schedule 1 capitalised terms shall have the same meaning as set out in the Legal Charge, unless the context otherwise requires.

The Company will execute the Legal Charge. The principal terms on which the assistance will be given are as follows:-

- 1 **The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-**
 - 1.1 **By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)**
 - 1.2 **By way of fixed charge:-**
 - 1.2.1 **All the fixtures and fittings of the Mortgagor from time to time attached to the Property;**
 - 1.2.2 **All the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts;**
 - 1.2.3 **All furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business;**
 - 1.3 **By way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets.**
 - 1.4 **The Mortgagor will at the Mortgagor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect security under the Legal Charge or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill.**

2. The principal terms of the Mortgage Debenture.

For the purpose of this paragraph 2 of Schedule 1 capitalised terms shall have the same meanings as set out in the Mortgage Debenture, unless the context otherwise requires.

The Company will execute the Mortgage Debenture. The principal terms on which the assistance will be given are as follows:-

- 1 **The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-**
- 1.1 **By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company including any Registered Land.**
- 1.2 **By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Company except the property charged by Clause 1.1 above.**
- 1.3 **By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company.**
- 1.4 **By way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts.**
- 1.5 **By way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business.**
- 1.6 **By way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company.**
- 1.7 **By way of fixed charge all the goodwill and uncalled capital of the Company present and future.**
- 1.8 **By way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same.**
- 1.9 **By way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by Clause 1.8 above) and all income and rights derived from or attaching to the same.**
- 1.10 **By way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names.**
- 1.11 **By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party.**
- 1.12 **By way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2 of the Mortgage Debenture.**
- 1.13 **By way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 of the Mortgage Debenture Provided that the Bank may without prejudice to the Mortgage Debenture permit the Company to make withdrawals from time to time.**

- 1.14 **By** way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Mortgage Debenture.
- 2 **The** Company will from time to time deposit with the Bank all insurance policies (or where the Bank agrees copies of them) deeds and documents of title relating to the Property.
- 3 **The** Company will pay into the Company's account with the Bank and if more than one then into such account or such account with another bank as the Bank may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts.
- 4 **The** Bank may by written notice to the Company convert the floating charge into a fixed charge as regards any of the property assets and rights of the Company present and future not subject to a fixed charge under the Mortgage Debenture.

3. The Principal Terms of the Inter-Company Guarantee

For the purposes of this paragraph 3 of Schedule 1, capitalised terms shall have the same meanings as in the Inter-Company Guarantee, unless the context provides otherwise.

The Company will execute the Inter-Company Guarantee. The principal terms on which the assistance will be given are as follows:-

1. The Guarantors in consideration of the Bank giving time or credit or banking facilities to any one or more of the Companies:-
 - 1.1 Jointly and severally guarantee to discharge on demand all the Obligations of each Debtor with Interest from the date of demand; and
 - 1.2 Agree that any item or amount claimed by the Bank to be included in a Debtor's Obligations which is not recoverable from the Guarantors under the Intercompany Guarantee for any reason on the basis of a guarantee shall nevertheless be recoverable from the Guarantors as principal debtors by way of indemnity and the Guarantors jointly and severally agree to discharge that liability on demand with Interest from the date of demand.
2. The Guarantors jointly and severally agree to pay Expenses to the Bank on demand.
 - 3.1 The Intercompany Guarantee shall be a continuing security in respect of each Guarantor until the expiry of one month from the date of receipt by the Bank of written notice to the Bank by a Guarantor to discontinue the Intercompany Guarantee in respect of the liability of that Guarantor.
 - 3.2 Notwithstanding notice of discontinuance under Clause 3.1 of the Intercompany Guarantee:-
 - 3.2.1 The Guarantor giving notice shall remain liable for all of the Obligations of each Debtor as at the date of expiry of the notice.

- 4 The Guarantors shall remain liable under the Intercompany Guarantee notwithstanding any settlement between the Bank and any Guarantor or any release given by the Bank to any Guarantor until any security given or payment made to the Bank by any Debtor or any other person cannot be avoided or reduced under the law relating to insolvency from time to time in force and the Bank shall be entitled to retain any security held by it for any Guarantor's liability until it is satisfied that it will not have to make any repayment under such law.
5. The Guarantors acknowledge and accept that the definition of Obligations is such that if any Debtor has given or gives to the Bank a guarantee of the Obligations of any other person or company then the Guarantors may be called upon under the terms of this deed to meet the liability of that Debtor under that guarantee .

4. The Principal Terms of the Intercreditor Deed

The Company will execute the Intercreditor Deed. The principal terms in which the assistance will be given are as follows:-

By executing the Intercreditor Deed, the Company, the Buyer, AL and MFL agree with the other parties thereto to the ranking arrangements as set out in the Intercreditor Deed.

Peters Elworthy & Moore

CHARTERED ACCOUNTANTS
CHARTERED TAX ADVISERS



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Station Road
Cambridge
CB1 2LA

Email pem@pem.co.uk
Tel 01223 728222/362333
Fax 01223 461424
www.pem.co.uk

The Directors
Churnlight Limited
Salisbury House
Station Road
Cambridge
CB1 2LA

Email rwebster@pem.co.uk

Our Ref: RBW/TER/SCB/06829

Date: 28 September 2006

Dear Sirs

Report by the auditors to the directors of Churnlight Limited pursuant to s156(4) of the Companies Act 1985 (the "Act").

We have examined the attached statutory declaration of the directors of the Company dated on even date in connection with the proposal that the Company should give financial assistance for the purchase of 50 ordinary shares of £1 each, being the whole of the allotted and issued share capital of the Company.

We have enquired into the state of affairs of the Company as at 5 September 2006 in order to review the bases for the attached statutory declaration. We are not aware of anything to indicate that the opinion expressed by the Directors in the attached statutory declaration pursuant to section 155(6) of the Act as to any of the matters specified in section 156(2) of the Act is unreasonable in all the circumstances

Yours faithfully

Peters Elworthy & Moore

Mark Taylor & Co (Solicitors)
We hereby certify this to be
a true copy of the original

Mark Taylor & Co

27 4 07