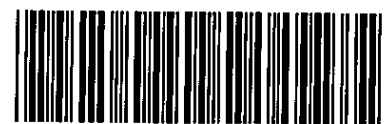


THURSDAY



LD4 19/07/2007 86  
COMPANIES HOUSE

Please do not  
write in this  
margin

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

The assistance is to be given to (note 2) CGL RESTAURANT HOLDINGS LIMITED  
(Company Number 5867334) (the "Purchaser")

See the attached Annexure A

† delete as appropriate

See the attached Annexure B

The value of any asset to be transferred to the person assisted is £ 0

Please do not  
write in this  
margin

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

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

☒ We have formed the opinion, as regards this company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts (note 3)

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

delete either (a) or  
(b) as appropriate

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

And ☒ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

Declared at

16 Kirby Street Ladbroke EC1

Declarants to sign below

on 

Day	Month	Year
05	07	2007

before me

[Signature] Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths

[Signature]  
[Signature]

## NOTES

- 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  
Companies House  
37 Castle Terrace  
Edinburgh  
EH1 2EB

## **Annexures to Companies House Form 155(6)(b)**

### **This is the document referred to as Annexure A in the attached Statutory Declaration**

- 1 A legal charge (the "Charge") between, inter alia, Moving Image Restaurants Limited (the "Subsidiary") and The Governor and Company of the Bank of Scotland as Security Trustee (here and hereinafter defined as "BoS"), as more particularly described in Annexure B below
- 2 An intercreditor accession deed (the "IAD") between, inter alia, the companies listed in the schedule of the IAD (including the Company and the Subsidiary) and BoS as Senior Agent, pursuant to which each of the aforementioned companies agrees to become bound by the terms and provisions of an intercreditor deed dated 13 September 2006 (the "Intercreditor Deed"), as more particularly described in Annexure B below
- 3 An accession agreement ("Guarantee Accession Deed") to a corporate guarantee dated 13 September 2006 ("Corporate Guarantee") made between, inter alia, BoS in its capacity as Security Trustee for the Security Beneficiaries (as defined therein), CGL Restaurants Holdings Limited (here and hereinafter defined as "CGL") and the companies listed in the schedule thereto (including the Company and the Subsidiary) pursuant to which each of the aforementioned companies agree to become an Additional Guarantor and an Additional Principal (each term as defined therein) under, and to become bound by the terms and provisions of, the Corporate Guarantee, as more particularly described in Annexure B below
- 4 An accession deed ("Debenture Accession Deed") to a debenture dated 13 September 2006 ("the Debenture") between, inter alia, BoS in its capacity as Security Trustee for the Security Beneficiaries (as defined therein), the existing companies listed in part 1 of schedule 1 thereto and the companies listed in part 2 of schedule 2 thereto (including the Company and the Subsidiary), pursuant to which each of the aforementioned companies agree to become an Acceding Company (as defined therein) under, and to be bound by the terms and provisions of, the Debenture, as more particularly described in Annexure B below  
  
(the Charge, IAD, Guarantee Accession Deed, Debenture Accession Deed are all referred to herein as the "Documents")
- 5 The obligations, undertakings and liabilities incurred by the Subsidiary in executing the Documents are given to guarantee, secure or otherwise assist the Purchaser in connection with the obligations, undertakings and liabilities which it will incur for the purpose of the acquisition of the entire issued share capital of the Company
- 6 References to a document (including any Document) or agreement are to that document, or agreement as amended, supplemented or restated from time to time, even if changes are made to the nature or amount of any facilities made available under such document or agreement. Reference to a person include those persons, assignees, transferees or successors in title

Please see Annexure B too

### **This is the document referred to as Annexure B in the attached Statutory Declaration**

- 1 The Charge is to be made between (1) the Subsidiary in favour of The Governor and Company of the Bank of Scotland (as security trustee for the Security Beneficiaries) (as

defined therein) (the "Security Trustee") as amended from time to time Pursuant to the Charge, the Subsidiary will, inter alia

- 1 1 Covenant that it will on demand in writing pay or discharge the Secured Liabilities (as defined therein),
- 1 2 Charge to the Security Trustee as a continuing security, and with full title guarantee for the payment on discharge of the Secured Liabilities (as defined therein) by way of legal mortgage, all legal interests and otherwise by way of fixed charge, over the property at Ground floor and Part Basement, Byron House, 7/9 St James Street, London SW1 (the "Property") (to the full extent of the Subsidiary's interest in the Property or its proceeds of sale)
- 1 3 Covenant with the Security Trustee to, inter alia, (i) keep the Property in a reasonable state of repair in accordance with the clause 4(a)(i) of the Charge, (ii) not carry on any development within the meaning of the Planning Acts in or upon the Property, (iii) hold in trust for the Security Trustee all money received by it under any insurance of the Property in accordance with the Charge, and
- 1 4 Whenever requested by the Security Trustee and at its own expense, promptly execute such deeds or documents and take any action properly required by the Security Trustee to perfect and protect the security created (or intended to be created) by the Charge or to facilitate the realization thereof or otherwise to enforce the same or exercise any of rights of the Security Trustee thereunder
- 2 The Intercreditor Deed is dated 13 September 2006 and is made between, inter alia, The Governor and Company of the Bank of Scotland as Senior Agent and Security Trustee (1), the Senior Creditors named therein (2), The Governor and Company of the Bank of Scotland as Mezzanine Agent (3), the Mezzanine Creditors named therein (4), CGL Restaurant Holdings Limited (5) and the Obligors named therein (6) By entering into the Intercreditor Deed, the Subsidiary acknowledges the arrangements made between the parties to the Intercreditor Deed which regulate, amongst other things, the ability of the Subsidiary to make certain payments to certain of the parties contained therein, govern certain ranking and priority arrangements in respect of the Senior Exposure and the Mezzanine Debt (each term as defined therein) and gives certain undertakings in favour of the other parties to that document)
- 3 The Debenture is given by the companies (including the Company and the Subsidiary) listed in Schedule I to that deed in favour of The Governor and Company of the Bank of Scotland (as security trustee for the Secured Beneficiaries (as defined in that deed) (the "Security Trustee") as amended from time to time Pursuant to the Debenture and by entering into the Debenture Accession Deed the Subsidiary will, amongst other things
- 3 1 grant assignments, a legal mortgage over the freehold and leasehold property described in the Debenture and a first fixed charge and a first floating charge over all its assets in favour of the Security Trustee for the purpose of securing the Secured Liabilities (as defined in the Debenture) and will give certain indemnities to the Security Trustee and the Secured Beneficiaries (as defined in the Debenture), and
- 3 2 execute and deliver to the Security Trustee such other deeds, documents, agreements and instruments (including, but not limited to, any legal mortgage, standard security, fixed charge, assignment or chattel mortgage) and will otherwise do and concur in all such other acts or things as the Security Trustee may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the

Debenture or for facilitating the realisation of the Assets (as defined in the Debenture) or the exercise of any rights of the Security Trustee under the Debenture

- 4 The Corporate Guarantee is between (1) CGL Restaurant Holdings Limited ("CGL") (2) the companies (including the Company and the Subsidiary) listed in schedule 2 to that deed (as Guarantors) (as defined therein) and (3) The Governor and Company of the Bank of Scotland (as Security Trustee) as amended from time to time Pursuant to the Corporate Guarantee and by the Subsidiary entering into the Guarantee Accession Deed the Subsidiary, amongst other things, in consideration of the Security Beneficiaries (as defined in the Corporate Guarantee) granting time, credit and banking facilities to anyone or more of the Principals (as defined in the Corporate Guarantee), unconditionally and irrevocably guarantees to the Security Trustee, amongst other things, the payment or discharge of the Secured Liabilities (as defined in the Corporate Guarantee) and shall on demand in writing pay or discharge them to the Security Trustee and unconditionally and irrevocably agrees to give certain indemnities in favour of the Security Beneficiaries (as defined in the Corporate Guarantee)

**REPORT OF THE INDEPENDENT AUDITOR TO THE DIRECTORS OF  
IMAGE RESTAURANTS LIMITED PURSUANT TO SECTION 156(4) OF THE  
COMPANIES ACT 1985**

We report on the attached statutory declaration of the directors dated 5 July 2007, prepared pursuant to the Companies Act 2005, in connection with the proposed financial assistance to be given by Moving Image Restaurants Limited and Place Restaurants Limited, the subsidiaries of Image Restaurants Limited (the "Company"), for the purchase of 67,892 ordinary shares in Image Restaurants Limited

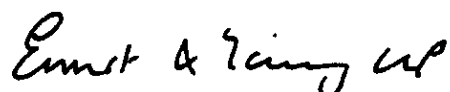
This report is made solely to the directors in accordance with Section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors those matters we are required to state to them in an auditors' report under section 156(4) and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the directors, for our audit work, for this report, or for the opinions we have formed

**Basis of opinion**

We have enquired into the state of the Company's affairs so far as necessary in order to review the bases for the statutory declaration

**Opinion**

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act 1985 is unreasonable in all the circumstances.



Ernst & Young LLP  
Registered Auditor  
1 More London Place, London SE1 7EU  
5 July 2007