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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

Q I I I

05256656

Name of company

* Bills Trading Limited (the "Company")

Date of creation of the charge

28 July 2008

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

Debenture (the "Debenture")

Amount secured by the mortgage or charge

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to BoS by Cote Restaurants Limited pursuant to Facility B including interest, discount, commission and other lawful charges or expenses which BoS may in the course of its business charge or incur in respect of Facility B and so that interest shall be computed and compounded according to the usual BoS rates and practice as well after as before any demand made or judgment obtained under or in relation to the Debenture except for any money or liability which, if it were so included, would result in the Debenture contravening section 151 of the Companies Act 1985 (the "Secured Liabilities"). **ON ANY ACC + 10**

For a list of definitions please see the Continuation sheet

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

Bank of Scotland plc (Company Number SC327000) having its registered office at The Mound, Edinburgh ("BoS")

Postcode EH1 1YZ

Presentor's name address and reference (if any)

Maclay Murray & Spens LLP
Quartermile One
15 Lauriston Place
Edinburgh
EH3 9EP

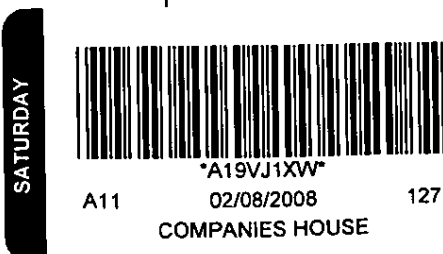
SZA/BAN/0013/03690

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see the Continuation sheet.

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)

Nil

Signed

Date 31 July 2008

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

for and on behalf of
~~Mackay Murray & Spence LLP~~

*A fee 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 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

Continuation sheet

To the Registrar of Companies

Name of company

Company number

Bills Trading Limited ("the Company")

05256656

Short Particulars of all the property charged

- 1 Under the Debenture, the Company has, with full title guarantee, charged to BoS as a continuing security for the payment or discharge of the Secured Liabilities -
 - 1 1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the schedule to the Debenture together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property,
 - 1 2 by way of fixed charge -
 - 1 2 1 all estates or interests in any freehold or leasehold property belonging to the Company at the date of the Debenture or at any time thereafter (other than any property charged pursuant to Clause 2 1 1 of the Debenture) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property,
 - 1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture,
 - 1 2 3 all present and future plant, machinery, vehicles, computers and office and other equipment owned by the Company,
 - 1 2 4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them,
 - 1 2 5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or inuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts other than in relation to policies of insurance and assurance held by the Company for the benefit of third parties,
 - 1 2 6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements

relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world,

1 2 7 all the Company's goodwill and uncalled capital for the time being,

1 2 8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as referred to in paragraph 1 2 5 above),

1 2 9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest), and

1 3 by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by the Debenture, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in paragraphs 1 2 above)

2 Under the Debenture, the Company has with full title guarantee assigned as a continuing security for the payment or discharge of the Secured Liabilities in favour of **BoS** (subject to the right of the Company to require the re-assignment thereof upon payment or discharge in full of the Secured Liabilities) all the right, title and interest of the Company in and to any interest rate hedging agreements entered into by any person

3 To the extent that any such right, title and interest as is referred to in paragraph 2 above is not assignable or capable of assignment, the assignment thereof purported to be effected by the Debenture shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities

4 Any mortgage, fixed charge or other fixed security created by the Company in favour of **BoS** shall have priority over the floating charge created by the Debenture, except insofar as **BoS** shall declare otherwise whether at or after the time of creation of such fixed security

5 Under the Debenture, the Company has agreed that **BoS** may at any time following a Default which is continuing unremedied or unwaived, by notice to the Company, immediately convert the floating charge created under the Debenture (as referred to in paragraph 1 3 above) into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from **BoS**, automatically be converted with immediate effect into a fixed charge -

5 1 in respect of any Assets which become subject to a fixed charge in favour of any other person,

5 2 in respect of any Assets which are subject to any step by any third party to levy any distress, attachment, execution or other legal process thereon,

5 3 in respect of all the Assets charged under the Debenture (as referred to in paragraph 1 3 above) if and when the Company ceases to carry on business or to be a going concern, and

5 4 in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company

Further Assurance

Under the Debenture, the Company has entered into a further assurance provision in favour of BoS on the following terms

“The Company (at its own cost) will on demand in writing by BoS execute and deliver in such form as BoS may reasonably require -

- a) a legal mortgage of any freehold or leasehold property of the Company which is not effectively charged by Clause 2 1 1 of the Debenture and of any freehold or leasehold property acquired by the Company after the date of the Debenture,
- b) a standard security or other fixed security over the Company's heritable freehold, leasehold or other property,
- c) a fixed charge or assignment in or by way of security of any Asset subject to a floating charge under Clause 2 1 3 of the Debenture,
- d) a chattel mortgage over such chattels, plant and machinery as BoS may specify, and
- e) a notice of any assignment of its right, title and interest in and to any of the agreements referred to in Clause 2 2 of the Debenture,

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as BoS 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 or the exercise of any rights of BoS under the Debenture ”

Continuing Security

The Company and BoS have agreed that the security created under the Debenture will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which BoS may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security

Set-off

Under the Debenture, the Company has agreed that, any monies from time to time standing to its credit on any account (whether current, deposit, loan or of any other nature whatsoever) with BoS may be retained as cover for and/or applied by BoS at any time and with subsequent notice to the Company (whether on or before or after the expiry of any fixed or minimum period for which such monies may have been deposited) in or towards payment or satisfaction of any monies or liabilities due, owing or incurred by the Company to BoS in any manner, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety (or guarantor or cautioner) or in any other way whatsoever

Negative Pledge

Under the Debenture, the Company has entered into a negative pledge on the following terms

“Other than is permitted under the terms of the Facility Letter, the Company will not without the prior written consent of BoS -

- a) create or attempt to create or permit to subsist any right in security, mortgage, charge, lien or

encumbrance on all or any of its Assets (other than a lien arising in the ordinary course of business by operation of law), or

- b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than in terms of a Permitted Disposal), or
- c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset "

Definitions

In the interpretation of this Form 395 -

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company,

"Default" has the meaning given to such term in the Facility Letter,

"Facility B" has the meaning given to such term in the Facility Letter,

"Facility Letter" means the facility letter dated 18 July 2008 from BoS to Cote Restaurants Limited (Company Number 05982915) in relation to uncommitted banking facilities (as such letter is amended, varied, supplemented, novated, restated or replaced from time to time),

"Full Group Security" means guarantees in favour of BoS for all sums due and to become due from each Group Company on account of the obligations of each other Group Company and such security documents securing all sums due and to become due to BoS by each Group Company (comprising fixed and floating charges) as BoS may require,

"Group Company" has the meaning given to such term in the Facility Letter,

"Intellectual Property Rights" means patents, patent applications, trade marks, community trade marks, service marks, trade names, brand names, domain names, registered designs, copyright and all other industrial and intellectual property rights, and

"Permitted Disposal" means -

- (a) the disposal of stock on an arm's length basis in the ordinary course of trading,
- (b) disposals of obsolete or redundant assets which are no longer required for the business of any Group Company,
- (c) disposals of assets (other than any shares, freehold or leasehold properties, heritable or leased properties in Scotland, Intellectual Property Rights, debtors or any trade or business) in exchange for replacement assets comparable or superior as to type, value and quality,
- (d) disposals of assets if the higher of the sale price and the market value of the assets disposed of (whether by a single transaction or a series of transactions) when taken together with all other disposals in any financial year (other than those under paragraphs (a), (b) or (c) above) made by the Group is not in total more than £10,000, and
- (e) disposals of assets between Group Companies each of which has granted Full Group Security



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 5256656
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 JULY 2008
AND CREATED BY BILLS TRADING LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM COTE
RESTAURANTS LIMITED TO BANK OF SCOTLAND 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 2 AUGUST
2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 AUGUST 2008



Companies House
— for the record —

PJ



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES