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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

[][][][][]

06592115

Name of company

* Daresbury Restaurants (Greens) Limited (the "Company")

Date of creation of the charge

1 October 2008

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

Composite Guarantee and Debenture (the "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) of each Obligor to the Security Trustee and the Secured Parties and to any of them under any of the Financing Documents together with:

- (a) all costs, charges and expenses incurred by the Security Trustee or any Secured Party in connection with the protection, preservation or enforcement of its rights under any of the Financing Documents,
- (b) any refinancing, novation, refunding, deferral or extension of any of those obligations or liabilities, (See Addendum 2/4)

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

Lord Daresbury of Hall Lane Farm, Daresbury, Warrington (the "Security Trustee")

Postcode WA4 4AF

Presentor's name address and
reference (if any)

Cobbetts LLP
58 Mosley Street
Manchester
M2 3HZ

EYM/DA731 7 (Corp 3601937 1)

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



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A29

09/10/2008

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

1 The Company with full title guarantee hereby charges with the payment and discharge to the Security Trustee (as agent and trustee for the Secured Parties) of all the Secured Liabilities

1.1 any property owned by it together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,

1.2 all of its other freehold and leasehold property both present and future together with all present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,

See Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Gibbotts LLP

Date

08/10/08

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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**.

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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

- (c) any further advances and additional facilities which may be made by any Secured Party to any Obligor under any agreement expressed to be supplemental to any of the Financing Documents and all interest, fees and costs in connection therewith,
- (d) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Financing Documents,
- (e) any claim against any Obligor flowing from the recovery by an Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise, and
- (f) 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

Addendum 3/4

3 Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- 1 3 all plant, machinery, vehicles and other equipment now or hereafter owned by it together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery and other equipment,
- 1 4 any of the Shares owned by it,
- 1 5 all other shares and stock in the capital of any company which as at the date

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hereof or at any time hereafter is owned by it or in which it otherwise has an interest together in all cases with all rights arising in relation thereto,

1 6 the benefit of all present and future licences (statutory or otherwise) held in connection with its business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof,

1 7 all 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, know-how and rights in confidential information now or at any time belonging to it,

1 8 its goodwill and the uncalled capital both present and future,

1 9 the book debts due or owing to it both present and future,

1 10 all benefits in respect of all contracts and policies of insurance which are from time to time taken out by or (to the extent of such interest) in which it has an interest including the Keyman Policies,

1 11 its stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash both present and future, and

1 12 its undertaking and all of its other property and assets both present and future

2 The charges on the property and assets described in Clauses 1 1 to 1 9 inclusive are created as fixed charges and constitute charges by way of legal mortgage on the property described in Clauses 1 1, 1 2 and 1 3 which is now vested in the Company

3 The charges on the property and assets described in Clauses 1 10, 1 11 and 1 12 above (and also on such of the said property and assets of the Company both present and future as the Security Trustee may have agreed in writing to exclude from the fixed charge or are otherwise not effectively charged hereunder by way of fixed charge) are created as floating charges until the floating charges shall crystallise and become fixed charges in accordance with the terms of the Composite Guarantee and Debenture

4 The charges created hereby shall be a continuing security and shall unless

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otherwise agreed in writing by the Security Trustee be first charges

5 Save with the prior written consent of the Security Trustee, the Company shall not

5 1 create any encumbrance over all or any part of its present or future revenues or assets except as permitted and regulated by the Intercreditor Deed, or

5 2 (disregarding sales of stock in trade in the ordinary course of business) 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 its assets save for disposals of freehold and leasehold property permitted pursuant to the Senior Facilities Agreement

6 In this form M395 the following words and expressions have the following meaning -

"Business Day" any day on which banks generally are open for business in London

"Charging Company" the Company, Green's (West End) Limited and The Greenhouse Wine Company Limited and **"Charging Companies"** shall be construed accordingly

"Financing Documents" the Secured Loan Notes

"Group" the Company and each of its holding companies and each subsidiary of it and of each of its holding companies and "member of the Group" shall be construed accordingly

"Intercreditor Deed" has the same meaning which is given to that expression in the Secured Loan Notes

"Obligor" the Company and any person which is or has been a member of the Group and which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee and the Secured Parties or any of them for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Financing Documents

"Secured Loan Notes" the £200,000 Fixed Rate Secured Series A Loan Notes 2013 issued pursuant to an instrument of the Company dated 20 June 2008

"Secured Loan Noteholders" the holders from time to time of any Secured Loan Notes

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"Secured Parties" the Secured Loan Noteholders and the Security Trustee

"Senior Facilities Agreement" the facilities agreement dated 20 June 2008 relating to facilities amounting to £750,000 in aggregate and made between National Westminster Bank plc and the Company

"Shares" any share together with all rights including dividends and other distributions, arising in relation thereto

7 Save where the contrary is indicated, any reference in the Composite Guarantee and Debenture to

7 1 **"book debts"** **"stock-in-trade"** and **"work-in-progress"** shall be construed and shall be deemed to include all moneys becoming payable to a Charging Company in respect thereof under or by virtue of any policy of insurance taken out by it against the non-payment of book debts or the loss, damage or destruction of stock-in-trade or work-in-progress as the case may be and **"book debts"** shall be construed as a reference to all debts due to a Charging Company whether or not the sum is such as would in the ordinary course of business be entered in the books relating to such business and shall extend to and be deemed to include all bank deposits, royalties, fees and income of like nature in relation to intellectual property and all moneys becoming payable to a Charging Company in respect of debts due to or claims (including insurance claims) by that Charging Company notwithstanding that the amount thereof shall not have been quantified at the time when the moneys hereby secured shall have become payable,

7 1 2 a **"company"** includes any body corporate,

7 1 3 a **"holding company"** shall be construed as a holding company within the meaning of section 736 of the Companies Act 1985 or any re-enactment or replacement thereof,

7 1 4 **"intellectual property"** shall be construed as a reference to the property described in Clause 5 6 of the Composite Guarantee and Debenture,

7 1 5 **"stock-in-trade"** and **"work-in-progress"** shall (without prejudice to the generality of those expressions) be construed so as to include

7 1 5 1 all materials wherever situated belonging to a Charging Company which are intended to be or are in the course of being used for manufacture and all goods partly or wholly manufactured both present and future, and

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7 1 5 2 all general stores and stocks of fuel and like chattels
belonging to a Charging Company and used in or adapted or
intended for use in the course of manufacture (but not
including plant, machinery and motor vehicles) both present
and future, and

7 1.6 a "subsidiary" shall be construed as a subsidiary within the meaning
of section 736 of the Companies Act 1985 or any re-enactment or
replacement thereof



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6592115
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 1 OCTOBER 2008 AND CREATED BY
DARESBUY RESTAURANTS (GREENS) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH OBLIGOR TO LORD DARESBUY (THE "SECURITY
TRUSTEE") AND THE SECURED PARTIES AND TO ANY OF
THEM 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 9
OCTOBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 OCTOBER
2008



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES