COMPANIES FORM No. 155(6)a

Declaration in relation to assistance for the acquisition of shares

155(6)a

G

CHFP025

Please do not write in this margin

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

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

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

For official use

Company number 00425057

Name of company

* CAFÉ ROUGE RESTAURANTS LIMITED

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

* insert full name of company

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

X/We ø Graham Turner of 55 Elsynge Road, London SW18 2HR
Mohan Mansigani of 36 Copthall Drive, London NW7 2NB
James Parsons of 11 St Peters Hill, Stamford, Lincolnshire PE9 2PE

† delete as appropriate

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

The business of the company is:

§ delete whichever is inappropriate

(c) something other than the above §

The company is proposing to give financial assistance in connection with the acquisition of shares in the [company's holding company Tragus Group Holdings Limited] †

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

The number and class of the shares acquired or to be acquired is:

See attachment 1

Presentor's name address and reference (if any) :
Ashurst
Broadwalk House
5 Appold Street
London EC2A 2HA
Ref:GYB/TRA43.00004

639 London City

For official Use
General Section

LR3G1G4G
LD3 COMPANIES HOUSE 217 09/06/2006

LRKPHFUC
LD5 COMPANIES HOUSE 196 31/05/2006

254

The assistance is to be given to: (note 2)
Tragus Limited (Company number 5823072), 1st Floor, 163 Eversholt Street, London NW1 1BU

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:

Particulars of the form of assistance to be provided are set out in attachment 2

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

† delete as appropriate

Tragus Limited (Company number 5823072)

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

Particulars of the principal terms on which the assistance will be given are set out in attachment 3

The amount of cash to be transferred to the person assisted is £ Please see attachment 4

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 eight weeks of today's date

Please do not write in this margin

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

* delete either (a) or (b) as appropriate

X/We have formed the opinion, as regards the 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) [I/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) [illegible] (note 3)

And X/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 ASHURST
BROADWALK HOUSE
LONDON EC2A 2HA

Declarants to sign below

Day Month Year

on 25 05 2006

before me Kate Masterman

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

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
37 Castle Terrace
Edinburgh
EH1 2EB

Laserform International 12/99
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This is Attachment 1 to the declaration in Form 155(6)a made by all the directors of the Company on 25 May 2006

Class of Share	Number	Nominal Value
A	2,961,416	£0.10
B	503,584	£0.10

This is Attachment 2 to the declaration in Form 155(6)a made by all the directors of the Company on 25 May 2006

1.1 **Guarantees**

Guarantees and indemnities granted by the Company to the Finance Parties providing Tragus Limited and others with:

(a) senior loan facilities of (initially) up to £129,776,887 pursuant to a senior facilities agreement dated on or about 25 May 2006 (the **"Senior Agreement"**);

(b) interest rate hedging contracts and instruments (the **"Hedging Contracts"**);

(c) mezzanine loan facility of £14,000,000 pursuant to a mezzanine facility agreement dated on or about 17 January 2005 (the **"Mezzanine Agreement"**) as amended and restated on or about 25 May 2006.

1.2 **Security**

Fixed and floating charges granted by the Company over all its assets and undertaking present and future by way of security for (inter alia) its obligations under the guarantees and indemnities referred to in paragraph 1.1. above pursuant to a debenture.

1.3 **Priority**

Priority and subordination arrangements entered into by the Company with (among others) the Finance Parties pursuant to an intercreditor deed dated 17 January 2005 (the **"Intercreditor Document"**) as amended and restated on or about 25 May 2006.

1.4 **Upstream Loan Facility**

An intra-group loan facility (**"Intra Group Loan Agreement"**) granted by the Company along with other members of the group of companies of which it is a member in favour of Tragus Limited pursuant to an intra-group facility letter dated on or about 25 May 2006.

This is Attachment 3 to the declaration in Form 155(6)a made by all the directors of the Company on 25 May 2006

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

1.1 **Guarantees**

The guarantees and indemnities referred to in paragraph 1.1 of Attachment 2 are recorded in clauses 20 and 18 respectively of the Senior Agreement and the Mezzanine Agreement respectively and pursuant to which the Company, jointly and severally with other members of the group of companies of which it is a member:

(a) guarantees to each Finance Party punctual performance by each Obligor (other than itself) of all that Obligor's obligations under the Finance Documents;

(b) undertakes with each Finance Party that whenever any Obligor (other than itself) does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and

(c) indemnifies each Finance Party immediately on demand against any cost, loss or liability suffered by that Finance Party if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which that Finance Party would otherwise have been entitled to recover.

1.2 **Security**

The security referred to in paragraph 1.2 of Attachment 2 is to be created by the Company executing a debenture (the **"Debenture"**) in favour of Barclays Bank PLC as security agent (the **"Security Agent"**) for the Financiers. By entering into the Debenture, the Company will (amongst other things):

(a) secure:

(i) by way of first legal mortgage:

(A) the property (if any) specified in schedule 2 to the Debenture; and

(B) all other Property (if any) at the date of the Debenture vested in, or charged to, such Charging Company (not charged by clause 4.1(a)(i) of the Debenture);

(ii) by way of first fixed charge:

(A) all other property and all interests in property (not charged by clause 4.1(a) (of the Debenture); and

(B) all licences to enter upon or use land and the benefit of all other agreements relating to land;

(iii) by way of first fixed charge all plant and machinery (not charged under clause 4.1(a) or 4.1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same;

(iv) by way of first fixed charge:

(A) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1(c) of the Debenture); and

(B) the benefit of all contracts, licences and warranties relating to the same,

(v) by way of:

(A) first fixed charge all the Charged Securities referred to in schedule 3 of the Debenture;

(B) first fixed charge all other Charged Securities (not charged by clause 4.1(e)(i) of the Debenture),

in each case, together with (1) all related rights from time to time accruing to those charged securities and (2) all rights which the relevant Charging Company may have at any time against any clearance or settlement system or any custodian in respect of any charged securities;

(vi) by way of first fixed charge:

(A) the Security Accounts and all monies at any time standing to the credit of the Security Accounts;

(B) the Loan Note Guarantee Security Account; and

(C) all monies standing to the credit of such Charging Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4.1(f)(i) or 4.1(f)(ii) of the Debenture,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

(vii) by way of first fixed charge:

(A) the Intellectual Property (if any) specified in schedule 4 (Intellectual Property); and

(B) all other Intellectual Property (if any) (not charged by clause 4.1(g)(i) of the Debenture);

(viii) to the extent that any of the Assigned Assets are not effectively assigned under clause 4.2 (Security assignments) of the Debenture, by way of first fixed charge those Assigned Assets;

(ix) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

(A) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Charging Company or the use of any of its assets; and

(B) any letter of credit issued in favour of such Charging Company and all bills of exchange and other negotiable instruments held by it; and

(x) by way of first fixed charge all of the goodwill and uncalled capital of such Charging Company.

(b) assign and agree to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

(i) the Charged Contracts, all rights and remedies in connection with the Charged Contracts and all proceeds and claims arising therefrom;

(ii) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and

(iii) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and

(iv) all other Receivables (not otherwise assigned under clause 4.2(a) or 4.2(b) or 4.2(c) of the Debenture),

provided that on payment or discharge in full of the Secured Obligations the Security Agent will at the request of that Charging Company re-assign the Assigned Assets to that Charging Company (or as it shall direct).

To the extent that any Assigned Asset described in clause 4.2(b) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of each relevant Charging Company to any proceeds of the Insurances.

Until the occurrence of a Declared Default, the relevant Charging Company may continue to deal with the counterparties to the relevant Assigned Assets.

(c) agree to promptly take whatever action the Security Agent or a receiver may reasonably require for:

(i) creating, perfecting or protecting the Security Interests (as defined in the Debenture) intended to be created by the Debenture; and

(ii) facilitating the realisation of any Security Asset (as defined in the Debenture) or the exercise of any right, power or discretion exercisable by the Security Agent or any receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may think expedient.

1.3 **Priority**

By executing the Intercreditor Document, the Company (amongst other things) will:

(a) covenant to pay the amounts owing under the Finance Documents; and

(b) agree that any sums owed to it by way of intra-group loan by any other member of its group will be subordinated to sums owed by such members of the group to the Financiers.

1.4 **Upstream Loan**

By executing the Intra Group Loan Agreement, the Company, together with other members of its group, will make available to, inter alia, Tragus Limited a revolving loan

facility of up to £156,600,000 in aggregate to be used by Tragus Limited to make payments when due to (among others) the Financiers but on the basis that the Company will only be obliged to make advances under the facility letter if, inter alia, it has the cash resources and the Company is not in liquidation or administration or the subject of a creditor's voluntary arrangement.

1.5 **Amendments**

The Company's obligations as described above continue in relation to the Finance Documents as they may be amended, modified, varied or restated from time to time.

The defined terms used in this Attachment 3 shall have the following meanings:

"Additional Borrower" means a company which becomes an Additional Borrower in accordance with clause 21.1 (*Additional Borrowers*) of the Senior Agreement;

"Additional Chargor" means a company which becomes an Additional Chargor in accordance with clause 21.3 (*Further Security*) of the Senior Agreement;

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with clause 21.2 (*Additional Guarantors*) of the Senior Agreement;

"Additional Obligor" means an Additional Borrower or an Additional Chargor or an Additional Guarantor;

"Ancillary Facility" means the ancillary facility made available from time to time by each Ancillary Lender in accordance with the terms of the Senior Agreement and the Ancillary Facility Letter;

"Ancillary Facility Letter" means a letter from the Ancillary Lender to the Parent setting out the terms of any Ancillary Facility to be made available under the Senior Agreement;

"Ancillary Lender" means any Lender which becomes an Ancillary Lender by operation of clause 7 (*Ancillary Facility*) of the Senior Agreement;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Debenture;

"Borrower" means an Original Borrower or an Additional Borrower;

"Charged Contract" means any and all Relevant Contracts;

"Chargor" means any Original Chargor or any Additional Chargor and **"Chargors"** means all or any of them;

"Fee Letter" means any letter or letters dated on or about the date of this Agreement between Barclays Bank PLC as the mandated lead arranger and Tragus Limited (or the Facility Agent and the Company) setting out any of the fees referred to in clause 14 (*Fees*) of the Senior Agreement (as the same may be amended, supplemented, novated or restated from time to time);

"Finance Document" means the Senior Agreement, the Mezzanine Agreement, any Ancillary Facility Letter, any Fee Letter, any Accession Letter, the Security Documents, the Intercreditor Deed, the Hedging Documents and any other document designated as such by the Facility Agent and the Company (as the same may be amended, supplemented, novated or restated from time to time);

"Group" means the Parent and each of its subsidiaries for the time being and **"member of the Group"** means any one of them;

"Guarantor" *means an Original Guarantor or an Additional Guarantor;*

"Insurances" means all policies of insurance (and all cover notes), excluding the keyman life insurance policy taken out by Tragus Group Holdings Limited in respect of Graham Turner, Mohan Monsigani and James Parsons which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest (as the same may be amended, supplemented, novated or restated from time to time);

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of a Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of such Charging Company (including, without limitation, the intellectual property rights (if any) specified in schedule 4 (*Intellectual Property*);

"Intercreditor Deed" means the deed, in the agreed terms, to be entered into by, amongst others, the Obligors, the Mezzanine Lenders, the Original Investors, the Security Agent and the Security Beneficiaries (each as defined therein), regulating the subordination of payments due and, where applicable, the enforcement of security (as the same may be amended, supplemented, novated or restated from time to time);

"Mezzanine Facility Agreement" means an amended and restated mezzanine facility agreement dated on or about the date hereof between inter alios (1) the Borrower, (2) the Original Mezzanine Guarantors, (3) Barclays Leveraged Finance as Mandated Mezzanine Arranger, (4) the Original Mezzanine Lenders, (5) Glitnir Banki H.F. as Mezzanine Agent and Security Agent, pursuant to which the Original Mezzanine Lender(s) (as defined in the Mezzanine Facility Agreement) would make available a £14,000,000 mezzanine term loan facility to the Borrower (as the same may be amended, varied, supplemented or novated from time to time);

"Mezzanine Finance Party" has the meaning given to it in the Mezzanine Facility Agreement;

"Obligor" means a Borrower or a Guarantor or a Chargor;

"Original Chargor" means a member of the Group which has entered into a Security Document in favour of the Security Agent on or about the date hereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, a Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

(i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

(ii) all proceeds of any of the foregoing;

"Relevant Contract" means each of the agreements specified in schedule 6 (*Relevant Contracts*) together with each other agreement supplementing or amending or novating or replacing the same (as the same may be amended, supplemented, novated or restated from time to time);

"Security Account" has the meaning given to that term in clause 10.4 (a)(ii) of the Debenture;

"Security Beneficiaries" means together each of the Finance Parties and the Mezzanine Finance Parties which have entered into the Intercreditor Deed or a deed of accession to the Intercreditor Deed (each a **"Security Beneficiary"**);

"Security Documents" means, together, the Original Security Documents and such other documents which are from time to time entered into by any member of the Group in favour of the Security Agent (or any other Security Beneficiary) as security for any and all moneys and liabilities due, owing or incurred by any member of the Group under the Finance Documents (as the same may be amended, supplemented, novated or restated from time to time);

"Senior Facilities Agreement" means the senior sterling term and revolving facilities agreement dated on or about the date hereof between (1) the Borrower, (2) the Original Borrowers, (3) the Original Guarantors, (4) Barclays Leveraged Finance as Mandated Lead Arranger, (5) the Original Lenders, (6) Barclays Bank PLC as Issuing Lender, (7) Barclays Bank PLC (as LNG Bank) and (8) Barclays Bank PLC as Senior Agent and Security Agent, pursuant to which the Original Lenders (as defined in the Senior Facilities Agreement) would make available a £129,776,887 senior term loan facilities to the Borrower and/or the Borrower and certain of its subsidiaries (as the same may be amended, varied, supplemented, novated or restated from time to time);

"Warrant Documents" means the warrant instrument dated the same date as this Agreement between the Parent and Barclays Bank PLC (as Original Mezzanine Lender) in agreed form and any other document or agreement entered into or executed in connection with such instrument, or the rights set out in such instruments (as the same may be amended, supplemented, novated or restated from time to time);

This is Attachment 4 to the declaration in Form 155(6)a made by all the directors of the Company on 25 May 2006

Cash to be transferred at the time of the giving of the financial assistance is nil. However up to £156,600,000 may become payable under the Intra-Group Loan Agreement and/or under the other documents.

PRICEWATERHOUSECOOPERS

PricewaterhouseCoopers LLP
1 Embankment Place
London WC2N 6RH
Telephone +44 (0) 20 7583 5000
Facsimile +44 (0) 20 7822 4652

The Directors
The Café Rouge Restaurants Limited
163 Eversholt Street
London
NW1 1BU

25 May 2006

Dear Sirs

Auditors' report to the directors of Café Rouge Restaurants Limited pursuant to Section 156(4) of the Companies Act 1985

We have examined the attached statutory declaration of the directors of Café Rouge Restaurants Limited (the "Company") dated 25 May 2006 in connection with the proposal that the Company should give financial assistance for the purchase of the entire issued and deferred share capital of the Company's ultimate holding company, Tragus Group Holdings Limited. This report, including the opinion, has been prepared for and only for the Company and the Company's directors in accordance with Section 156 of the Companies Act 1985 and for no other purpose. We do not, in giving the opinion set out below, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come save where expressly agreed by our prior consent in writing.

Basis of opinion
We have enquired into the state of the Company's affairs 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.

Yours faithfully

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
Chartered Accountants and Registered Auditors

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