



Registration of a Charge

Company name: **CAFE ROUGE RESTAURANTS LIMITED**

Company number: **00425057**



X7DHMF0A

Received for Electronic Filing: **31/08/2018**

Details of Charge

Date of creation: **15/08/2018**

Charge code: **0042 5057 0024**

Persons entitled: **U.S. BANK TRUSTEES LIMITED AS SECURITY AGENT**

Brief description: **THE CHARGED PROPERTY (AS DEFINED UNDER THE SUPPLEMENTAL DEBENTURE). FOR MORE DETAILS PLEASE REFER TO THE SUPPLEMENTAL DEBENTURE, THE SECURITY AGREEMENT (AS DEFINED IN THE SUPPLEMENTAL DEBENTURE) AND THE CHARGOR'S DEED OF ACCESSION THERETO.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A TRUE COPY OF THE ORIGINAL SEEN BY ME.**

Certified by: **JAYNE SHEFFIELD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 425057

Charge code: 0042 5057 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th August 2018 and created by CAFE ROUGE RESTAURANTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st August 2018 .

Given at Companies House, Cardiff on 3rd September 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

SUPPLEMENTAL DEBENTURE

dated 15 AUGUST 2018

relating to a
debenture dated 10 December 2015

made between

THE COMPANIES LISTED IN SCHEDULE 1

as Chargors

and

U.S. BANK TRUSTEES LIMITED

as Security Agent

Save for material redacted pursuant to s.859G
of the Companies Act 2006, I certify that this is
a true copy of the original seen by me

Name: JAYNE SHEFFIELD

Signed: *J Sheffield*

Dated: 23/08/2018

MILBANK, TWEED, HADLEY & McCLOY LLP
London

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THIS DEED is made on 15 AUGUST 2018

BY:

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) (each a “**Chargor**” and together the “**Chargors**”).

IN FAVOUR OF:

- (2) **U.S. BANK TRUSTEES LIMITED**, as security trustee for itself and for each of the other Secured Parties (the “**Security Agent**”).

WHEREAS:

- (A) This Deed is supplemental to a debenture dated 10 December 2015 and made between, among others, each Chargor and the Security Agent (the “**Security Agreement**”).
- (B) The senior facilities agreement dated 7 December 2015 and made between, among others, the Chargors and the Security Agent (as amended pursuant to an amendment letter dated 7 July 2016 and the first amendment and restatement agreement dated 14 July 2017) (the “**Facilities Agreement**”) and the intercreditor agreement dated 10 December 2015 and made between, among others, the Chargors and the Security Agent (the “**Intercreditor Agreement**”) are to be amended and restated pursuant to a second amendment and restatement agreement (the “**Amendment and Restatement Agreement**”) dated on or around the date of this Deed and made between, among others, the Chargors and the Security Agent.
- (C) Each Chargor wishes to confirm that the security interests granted pursuant to the Security Agreement continue in full force and effect in relation to the Restated Facilities Agreement (as defined below) and, such confirmation notwithstanding, to grant new security in connection with the Restated Facilities Agreement as set out below.
- (D) It is intended that this document shall take effect as a deed of those parties that execute it as such.

NOW IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

Terms defined in the Restated Facilities Agreement shall, unless otherwise defined in this Deed, bear the same meaning when used herein. In addition:

“**Charged Property**” has the meaning given to that term in the Security Agreement.

“**Liabilities**” has the meaning given to that term in the Restated Intercreditor Agreement.

“**Restated Facilities Agreement**” means the Facilities Agreement as amended and restated pursuant to the Amendment and Restatement Agreement.

"Restated Intercreditor Agreement" means the Intercreditor Agreement as amended and restated pursuant to the Amendment and Restatement Agreement.

"Secured Obligations" means all the Liabilities and all other present and future liabilities and obligations at any time due, owing or incurred by any member of the Group and by the Chargors to any Secured Party under the Finance Documents (including, under any Incremental Facility and, for the avoidance of doubt, any Hedging Agreement), both actual and contingent, whether incurred solely or jointly with any other person and whether as principal or surety or in any other capacity, together with all interest accruing thereon and all losses incurred by any Secured Party in connection therewith;

"Secured Parties" means the Revolving Facility Lenders (including, for the avoidance of doubt, any Hedge Counterparty), any Receiver or Delegate;

1.2 Construction

The rules of construction set forth in clause 1.2 of the Restated Facilities Agreement shall apply to the construction of this Deed, *mutatis mutandis*.

1.3 Third Party Rights

A person who is not a party to this Deed may not enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 unless the contrary is specifically provided herein, but even then the parties hereto shall at all times be entitled to rescind or vary this Deed without the consent of the person concerned.

2. SECURITY CONFIRMATION

2.1 Each Chargor hereby confirms and acknowledges that:

- (a) the security interests created by it under the Security Agreement extend to its obligations and liabilities under the Restated Facilities Agreement;
- (b) its obligations and liabilities arising under the Restated Facilities Agreement are included in the Secured Obligations; and
- (c) the security interests created under the Security Agreement continue in full force and effect in accordance with the terms of the Security Agreement notwithstanding the amendments to the Facilities Agreement effected by the Amendment and Restatement Agreement.

3. CREATION OF FURTHER SECURITY

3.1 Each Chargor hereby covenants with the Security Agent that it will comply with the provisions of clause 2 (Covenant to Pay) of the Security Agreement as if the same were set out in this Deed with the reference to the Secured Obligations (as defined in the Security Agreement) being replaced with a reference to the Secured Obligations (as defined in this Deed).

3.2 Each Chargor hereby charges to the Security Agent, by way of legal mortgage, fixed charge and/or floating charge, and assigns by way of security all its right, title and

interest in and to the Charged Property in the manner and to the extent described in the Security Agreement, such legal mortgage, charges and assignment being made with full title guarantee (excepting the security interests created by the Security Agreement) and to secure the payment and discharge of the Secured Obligations.

3.3 The security interests created by each Chargor pursuant to Clause 3.2 shall be separate and distinct from and shall not merge with the security interests created by each Chargor over the Charged Property pursuant to the Security Agreement.

3.4 In relation to the security interests created pursuant to Clause 3.2 and the rights and assets subject thereto, the Security Agent shall have the same rights expressed to be granted to it in respect of the equivalent security interests created by the Security Agreement as if each of the same were set out in this Deed, *mutatis mutandis*.

4. INCORPORATION

4.1 Save to the extent that any matter is expressly provided for under the terms of this Deed, the provisions and Schedules of the Security Agreement are deemed to be incorporated, *mutatis mutandis*, into this Deed as if they were set out in full in this Deed but with (as applicable):

- (a) any reference to the Facilities Agreement being replaced with a reference to the Restated Facilities Agreement;
- (b) any reference to the Intercreditor Agreement being replaced with a reference to the Restated Intercreditor Agreement;
- (c) any term defined by reference to a definition set out in the Facilities Agreement or the Intercreditor Agreement being replaced with the definition of that term set out in the Restated Facilities Agreement or Restated Intercreditor Agreement; and
- (d) references to "this Debenture" in the Security Agreement being replaced with references to "this Deed" and words such as "herein", "hereunder", "hereby" and "hereto", where they appear in the Security Agreement, shall be construed accordingly.

4.2 In the event of any conflict between the express terms of this Deed and the provisions and Schedules of the Security Agreement incorporated by reference pursuant to this Clause 4, the express terms of this Deed shall prevail.

5. CONTINUING SECURITY AND OTHER MATTERS

This Deed and the obligations of the Chargors under this Deed (including its obligations under Clause 3 (*Creation of further security*)) shall extend to the ultimate balance from time to time owing in respect of the relevant Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever until the Discharge Date (as defined in the Security Agreement).

6. **COUNTERPARTS**

This Deed may be executed in counterparts, all of which when taken together shall constitute a single deed.

7. **GOVERNING LAW**

This Deed and all non-contractual obligations arising out of or in connection with it shall be governed by English law.

8. **ENFORCEMENT**

8.1 **Jurisdiction of English courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to its existence, validity or termination or any non-contractual obligation arising out of or in connection with it) (a "Dispute").
- (b) The parties hereto agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly none of them will argue to the contrary.
- (c) Each Chargor agrees not to institute proceedings in relation to a Dispute or seeking any interim remedies before any court other than the courts of England and (but without prejudice to the rights of the Secured Party to seek injunctive relief in the circumstances) further agrees that if it does so it will be liable to pay damages to the Secured Party, and this whether the court before which the proceedings were brought accepted or declined jurisdiction.

8.2 **Proceedings elsewhere**

- (a) Clause 8.1 (*Jurisdiction of English courts*) is for the benefit of the Security Agent only, and accordingly the Security Agent shall not be prevented from taking proceedings relating to a Dispute or seeking any interim remedies in any other courts having jurisdiction.
- (b) To the extent allowed by applicable law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

IN WITNESS whereof this Deed has been entered into on the date first above written and executed as a deed by the Chargors and is intended to be and is delivered by them as a deed on the date specified above.

Schedule 1
The Chargors

Name of Chargor	Jurisdiction of incorporation	Registration number
Casual Dining Bidco Limited	England	06022702
Casual Dining Restaurants Group Limited	England	05313454
Casual Dining London Limited	England	05823072
Casual Dining Limited	England	04349917
Café Rouge Restaurants Limited	England	00425057
Bella Italia Restaurants Limited	England	00964194
Bella Italia Group Limited	England	02521829
Las Iguanas Limited	England	02479566
Las Iguanas Holdings Limited	England	06326861
La Tasca Restaurants Limited	England	02820794
La Tasca Restaurants Holdings Limited	England	03349330
La Tasca Group Limited	England	04220541
La Tasca Holdings Limited	England	07505029
T.R.M Tisch Limited	England	02594188

SIGNATORIES TO SUPPLEMENTAL DEBENTURE

CHARGORS

EXECUTED as a DEED by

CASUAL DINING BIDCO LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSHOLT ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a DEED by

CASUAL DINING RESTAURANTS GROUP LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSHOLT ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a **DEED** by

CASUAL DINING LONDON LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSMOLT STREET, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a **DEED** by

CASUAL DINING LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1ST FLOOR, 163 EVERSHOLT ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a **DEED** by

CAFÉ ROUGE RESTAURANTS LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSHOLT ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / AILES DAVID

EXECUTED as a **DEED** by

BELLA ITALIA RESTAURANTS LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: **1st FLOOR, 163 EVERSHOLT ST, LONDON NW1 1BU**

Facsimile: **020 7121 3233**

Attention: **STEVE RICHARDS / GILES DAVID**

EXECUTED as a DEED by

BELLA ITALIA GROUP LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERS Holt ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a **DEED** by

LAS IGUANAS LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERS HOLT ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a DEED by

LAS IGUANAS HOLDINGS LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSMOLT ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a **DEED** by

LA TASCA RESTAURANTS LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSHOLT ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a DEED by

LA TASCA RESTAURANTS HOLDINGS LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSHOLT ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a **DEED** by

LA TASCA GROUP LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSHOLT ST, LONDON NW1 1BL

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVIO

EXECUTED as a DEED by

LA TASCA HOLDINGS LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSHOLT ST, LONDON NW1 1BU

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID

EXECUTED as a **DEED** by

T.R.M TISCH LIMITED acting by:

STEVE RICHARDS

as Director:

Witness:

Name:

KEITH KNOWLES

Address:

Occupation:

COMPANY DIRECTOR

Notice Details

Address: 1st FLOOR, 163 EVERSHOLT ST, LONDON NW11 8U

Facsimile: 020 7121 3233

Attention: STEVE RICHARDS / GILES DAVID


THE SECURITY AGENT

SIGNED by and for behalf of

U.S. BANK TRUSTEES LIMITED

 **Manish Bhatt**
Authorised Signatory

Authorised Signatory

 Authorised Signatory

Notice Details

Address: U.S. Bank Global Corporate Trust Services, Fifth Floor, 125 Old Broad Street,
London, EC2N 1AR

Facsimile: +44 207 365 2577

Attention: Loan Agency

Email: loan.agency.london@usbank.com