

M

COMPANIES FORM No 395

Particulars of a mortgage or charge

121105/143

395

CHFP000

A fee of £13 is payable to Companies House in respect of each register entry for the mortgage or charge.

Please do not write
in this margin

Pursuant to section 395 of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 6)

For Official use

Company Number

28

964194

Name of Company

*insert full name of
company

Bella Italia Restaurants Limited (the "Chargor")

Date of creation of the charge

25 July 2007

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

Fixed and Floating Security Document (the "Tragus Target Guarantor Debenture") dated 25 July 2007 between, among others, the Chargor and Barclays Bank PLC (the "Security Agent", which expression includes its successors in title, permitted assigns and permitted transferees)

Amount secured by the mortgage or charge

The "Liabilities" of the Chargor which are defined in the Tragus Target Guarantor Debenture as all present and future moneys, debts and liabilities due, owing or incurred by it to any Finance Party under or in connection with any Senior Finance Document in relation to the Increased Facilities only (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise) but excluding any liability which would if guaranteed or secured hereunder would cause the Chargor to have given illegal financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985

Name and address of the mortgagees or persons entitled to the charge

Barclays Bank PLC as security agent for the benefit of the Finance Parties

5 The North Colonnade, Canary Wharf

London

Postcode

E14 4BB

Presentor's name address and
reference (if any)

Linklaters LLP
One Silk Street
London EC2Y 8HQ
Tel 020 7456 2000

Ref KARS

For official Use
Mortgage Section

Post room

TUESDAY



LD8 31/07/2007 509
COMPANIES HOUSE

Time critical reference

(PLEASE SEE ATTACHED 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

A fee of £13 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge
(See Note 5)

Signed *Linklaters LLP*

Date 31 July 2007

On behalf of chargee / Security Agent

Note

[†] Delete as appropriate

- 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, e.g. "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 including 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is -

Companies House, Crown Way, Cardiff CF4 3UZ

Page 2

Short particulars of all the property mortgaged or charged**1 Assignment**

The Chargor, with full title guarantee and as continuing security for the payment of all Liabilities, assigned absolutely to the Security Agent all its present and future right, title and interest in and to

- (i) the Assigned Contracts, including all moneys payable to the Chargor, and any claims, awards and judgments in favour of the Chargor, under or in connection with the Assigned Contracts, and
- (ii) all Insurances and all proceeds in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of Insurances)

2 Fixed Charges

The Chargor, with full title guarantee and as continuing security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties):

2.1 Present Real Property by way of first legal mortgage, all real property in England and Wales now belonging to it at the date of the Tragus Target Guarantor Debenture,

2.2 Future Real Property (to the extent they are not subject to a mortgage under 2.1 above) by way of fixed equitable charge, all Real Property now belonging to it and Real Property acquired by it in the future, and

2.3 Other Assets by way of first fixed charge, all its present and future

- (a) Book Debts,
- (b) Bank Accounts,
- (c) Intellectual Property,
- (d) Investments (including the shares described in Schedule 3 (*Investments*) to the Tragus Target Guarantor Debenture, as set out in Note 3 to this Form),
- (e) plant and machinery, and
- (f) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits,

provided that, notwithstanding the foregoing, the aforementioned legal mortgages and fixed charges shall not take effect until such time as all necessary third party consents have been obtained from landlords or contractual counterparts in accordance with the relevant provisions of the relevant leases or contracts

3 Floating Charge

3.1 Creation The Chargor, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Finance Parties) by way of first floating charge its undertaking and all its assets other than the Loan Note Account, both present and future (including assets not effectively charged by the Security described in paragraph 2 (*Fixed Charges*) above)

Note (1) The Tragus Target Guarantor Debenture provides that

Short particulars of all the property mortgaged or charged

- 1 Security** The Chargor shall not create or permit to subsist any Security over any Charged Asset other than pursuant to a Permitted Debenture Transaction
- 2 Disposal** The Chargor shall not (nor shall the Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset other than pursuant to a Permitted Debenture Transaction
- 3 Conversion by Notice** The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)
 - 3.1** if it is necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
 - 3.2** while an Enforcement Event is continuing
- 4 Automatic Conversion** If
 - 4.1** the Chargor takes any step to create any Security in breach of Clause 7 1 (*Security*) of the Tragus Target Guarantor Debenture over any of the Charged Assets not subject to a fixed Charge, or
 - 4.2** any corporate action, legal proceedings or other procedure or step other than a Permitted Debenture Transaction is taken in relation to the administration, winding up, dissolution, suspension of payments or reorganisation (by way of voluntary arrangement, scheme or otherwise) of the Chargor, or
 - 4.3** any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

Note (2) In this Form, except to the extent that the context requires otherwise

"Accession Document" means a document substantially in the form set out in Schedule 8 (*Accession Document*) to the Amended Agreement pursuant to which a Group Company becomes a Borrower and/or a Guarantor under the Amended Agreement

"Acquisition Agreement" means the agreement for the sale and purchase of Target dated on or about 15 December 2006 between the Vendors and Bidco in the agreed form

"Acquisition/Capex Facility" means the term loan facility referred to in paragraph (d) of Clause 2 1 (*Facilities*) of the Amended Agreement

"Acquisition/Capex Facility Advance" means the principal amount of each Advance made or to be made under the Acquisition/Capex Facility, as from time to time reduced by repayment or prepayment

"Additional Borrower" means any Group Company which has become an Additional Borrower in accordance with Clause 4 2 (*Additional Borrowers*) of the Amended Agreement or clause 5 (*Acceding Borrowers*) of the Amendment and Restatement Agreement

"Additional Guarantor" means any Group Company which has become an Additional Guarantor in accordance with Clause 18 3 (*Additional Guarantors*) of the Amended Agreement, or clause 6

Short particulars of all the property mortgaged or charged

(*Acceding Guarantors*) of the Amendment and Restatement Agreement or any other provision of the Amended Agreement.

"Advance" means a Facility B Advance, a Facility C Advance, a Second Lien Facility Advance, an Acquisition/Capex Facility Advance, a Term Advance or a Revolving Facility Advance, as the case may be

"Affiliate" means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

"Agent" means Barclays Bank PLC acting in its capacity as agent for the Finance Parties or such other agent for the Finance Parties as shall be appointed pursuant to Clause 27 13 (*Resignation of the Agent and the Second Lien Agent*) of the Amended Agreement

"Agent's Spot Rate of Exchange" means the Agent's spot rate of exchange for the purchase of the relevant currency with Sterling in the London foreign exchange market at the Specified Time

"Amended Agreement" means the £240,000,000 Senior and Second Lien Facilities Agreement dated 15 December 2006 between, amongst others, Bidco, the Agent, the Arranger and the Lenders named in it, as amended from time to time and as amended by the Amendment and Restatement Agreement.

"Amendment and Restatement Agreement" means the amendment and restatement agreement dated 25 July 2007 between, among others, Bidco and Tragus Cayman Bidco Limited as borrowers, Barclays Capital as Arranger and Barclays Bank PLC as Agent, Security Agent and Issuing Bank

"Amendment Fee Letter" means the fee letter dated on or about the date of the Amended Agreement between Bidco and the Arranger setting out details of certain fees payable in connection with the Amendment and Restatement Agreement

"Ancillary Documents" means each Ancillary Facility Letter and any other documents constituting or evidencing the terms of an Ancillary Facility and **"Ancillary Document"** means any one of them

"Ancillary Facility" means an ancillary facility made available by an Ancillary Lender in accordance with Clause 6 (*Ancillary Facilities*) of the Amended Agreement

"Ancillary Facility Letter" means a facility letter entered into by an Ancillary Lender and one or more Borrowers in accordance with Clause 6 (*Ancillary Facilities*) of the Amended Agreement

"Ancillary Lender" means any Lender that makes available Ancillary Facilities under Clause 6 2 (*Providers in respect of an Ancillary Facility*) of the Amended Agreement (and in any such case for so long as it continues to be a provider of Ancillary Facilities)

"Approved Accounting Principles" means generally accepted accounting principles in the United Kingdom

"Arranger" means Barclays Capital, the investment banking division of Barclays Bank PLC

any reference to **"assets"** includes present and future properties, revenues and rights of every description

"Assigned Contracts" means

(a) the Hedging Documents (to the extent the Chargor is a party thereto), and

Short particulars of all the property mortgaged or charged

(b) the Intra-Group Loans (to the extent documented)

"Bank Accounts" of the Chargor means all current, deposit or other accounts (other than the Loan Note Account) with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

"Bidco" means Tragus Bidco Limited (registered number 6033702) whose registered office is at 1st Floor, 163 Eversholt Street, London NW1 1BU

"Bidco Debenture" means the debenture dated 15 December 2006 entered into by Bidco in favour of the Security Agent

"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Borrower" means each Group Company designated as such in Part I of Schedule 2 (*The Borrowers and the Guarantors*) of the Amended Agreement and each Additional Borrower unless it has been released from its rights and obligations as a Borrower in accordance with the Amended Agreement and **"Borrowers"** shall be construed accordingly

"Cayco Bidco" means Tragus Cayman Bidco Limited (Cayman registered number WK-187922), whose registered office is at Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9002, Cayman Islands

"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets provided that, for the avoidance of doubt, "Charged Assets" shall exclude the Loan Note Account

"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Tragus Target Guarantor Debenture

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 14 (*Financial covenant Compliance Certificate*) of the Amended Agreement

"Effective Date" means the date on which the Agent has received all the documents and other evidence listed in Schedule 2 (*Conditions precedent*) to the Amendment and Restatement Agreement in form and substance satisfactory to the Agent (acting reasonably), being 25 July 2007

"Enforcement Event" means the occurrence of an Event of Default which has resulted in

- (a) the issue of a notice being served by
 - (i) the Agent under any provision of Clause 25 18 (*Cancellation and repayment*) of the Amended Agreement, or
 - (ii) the Second Lien Agent under any provision of Clause 25 19 (*Second lien enforcement*) of the Amended Agreement, and
- (b) any Utilisations outstanding under the Amended Agreement being accelerated by the Agent

"Event of Default" means any of the events specified in Clause 25 (*Events of Default*) of the Amended Agreement

Short particulars of all the property mortgaged or charged

"Facilities" means Facility B, Facility C, Second Lien Facility, Acquisition/Capex Facility and the Revolving Facility and **"Facility"** means any one of them

"Facility B" means the term loan facility referred to in paragraph (a) of Clause 2 1 (*Facilities*) of the Amended Agreement

"Facility B Advance" means the principal amount of each Advance made or to be made under Facility B (including the increased Facility B), as from time to time reduced by repayment or prepayment

"Facility C" means the term loan facility referred to in paragraph (b) of Clause 2 1 (*Facilities*) of the Amended Agreement

"Facility C Advance" means the principal amount of each Advance made or to be made under Facility C (including the Increased Facility C), as from time to time reduced by repayment or prepayment

"Fees Letter" means

- (a) any letter or letters between any one or more of the Finance Parties and Bidco setting out details of certain fees payable in connection with the Facilities referred to in Clause 17 (*Fees and expenses*), s such letter is amended, supplemented and/or replaced from time to time, and
- (b) the Amendment Fee Letter

"Finance Parties" means the Arranger, the Agent, the Second Lien Agent, the Security Agent, each Lender, the Issuing Bank, each Ancillary Lender and each Hedging Lender and **"Finance Party"** means any of them

"Financial Indebtedness" means (without double counting) any indebtedness in respect of

- (a) moneys borrowed and debit balances at banks (provided that where that debit balance arises with a bank which operates netting arrangements permitted under the Amended Agreement, such debit balance shall only be taken into account if the net position under those arrangements is an overall debit balance),
- (b) any amount raised pursuant to any debenture, bond (other than a performance bond or advance payment bond), note or loan stock or other similar debt instrument,
- (c) any amount raised pursuant to any acceptance or documentary credit or by a bill discounting or factoring credit facility or dematerialised equivalents thereof (other than to the extent the same is discounted or factored on a non-recourse basis),
- (d) receivables sold or discounted (otherwise than on a non-recourse basis) but only to the extent of the recourse to the relevant Group Company,
- (e) the acquisition cost of any asset where the deferred payment is arranged primarily as a method of raising finance and to the extent payable more than 180 days after the period customarily allowed by the relevant supplier (save where payment is deferred because of a dispute with the supplier or because of contractual terms establishing payment schedules linked with contractual performance where the deferred payment does not represent normal trade credit),

Short particulars of all the property mortgaged or charged

- (f) finance leases or hire purchase contracts required to be treated as finance leases under the Approved Accounting Principles (whether in respect of land, buildings, plant, machinery, equipment or otherwise),
- (g) any agreement for managing or hedging currency and/or interest rate and/or commodity risk whether by way of forward exchange, collar, swap, forward rate agreement or otherwise and when calculating the amount of indebtedness under any such agreement only the marked to market value shall be taken into account or for the purpose of Clause 25 14 (*Cross default*) of the Amended Agreement this paragraph (g) shall include only the net amount of the payment obligation outstanding thereunder of the relevant Group Company,
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond (excluding any performance bond or advance payment bond), standby or documentary Letter of Credit or any other instrument issued by a bank or financial institution (each an "**instrument**") provided that the underlying obligation in respect of which the instrument was issued would, under one or more of the other paragraphs of this definition, be treated as being Financial Indebtedness,
- (i) amounts raised under any other transaction having the commercial effect of a borrowing, or
- (j) any guarantee, indemnity or other legally binding obligation in respect of financial loss of any person in respect of any indebtedness falling within paragraphs (a) to (h) inclusive of this definition,

but excluding for the avoidance of doubt all pension or post-employment benefit scheme related liabilities and so that where the amount of Financial Indebtedness falls to be calculated

- (a) no amount shall be taken into account more than once in the same calculation, and
- (b) when any amount required to be taken into account on any particular day is denominated or payable in a currency other than Sterling, that amount shall be converted into Sterling at the Agent's Spot Rate of Exchange on that day for the purchase of Sterling with such other currency

"Fixtures" mean means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"Group" means Bidco and its Subsidiaries from time to time (including, on and after the Effective Date, Cayco Bidco and its Subsidiaries) and **"member of the Group"** or **"Group Company"** means any one of them

"Guarantor" means each Group Company designated as such in Part II of Schedule 2 (*The Borrowers and the Guarantors*) to the Amended Agreement or in the Accession Document pursuant to which it became a party to the Amended Agreement as an Additional Guarantor

"Hedging Documents" means agreements entered into with the Hedging Lenders for the purpose of hedging any interest rate and/or currency risk arising in connection with the Senior Finance Documents

"Hedging Lender" means any Lender or any Affiliate of a Lender who enters into any agreement with any of the Obligor for managing or hedging currency and/or interest rate risk whether by way of forward exchange, cap, collar, swap, forward rate agreement or otherwise and which has

Short particulars of all the property mortgaged or charged

become party to the Intercreditor Agreement as a Hedging Bank (as defined in the Intercreditor Agreement) in accordance with the provisions thereof

"Hedging Strategy Letter" means a letter dated on or about 15 December 2006 between the Arranger and Bidco setting out the hedging strategy agreed in relation to the Facilities

"Holding Company" means, in relation to a body corporate, any other body corporate in respect of which it is a Subsidiary

"Increased Facilities" means the Increased Facility B, the Increased Facility C and the Increased Revolving Facility

"Increased Facility B" means the £40,000,000 increase in the term loan facility referred to in paragraph (a) of Clause 2 1 (*Facilities*) of the Amended Agreement on the Effective Date

"Increased Facility C" means the £55,000,000 increase in the term loan facility referred to in paragraph (b) of Clause 2 1 (*Facilities*) of the Amended Agreement on the Effective Date

"Increased Revolving Facility" means the £5,000,000 increase in the revolving facility referred to in paragraph (e) of Clause 2 1 (*Facilities*) of the Amended Agreement on the Effective Date

"Insurances" of the Chargor means all contracts and policies of insurance of any kind (other than any third party insurances) now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

"Intellectual Property" means "Intellectual Property" as defined in the Amended Agreement, to the extent that granting by the Chargor of Security over such Intellectual Property (i) is not prohibited by any contract, agreement or other instrument governing such rights, priorities and privileges without the consent of any other party thereto (other than a Finance Party), (ii) would not give any other party (other than a Finance Party) to any such contract, agreement or other instrument the right to terminate its obligations thereunder or (iii) is permitted with consent if all necessary consents to such grant of a Security have been obtained from the relevant parties

"Intercreditor Agreement" means the intercreditor agreement dated 15 December 2006 (as subsequently amended and restated pursuant to the Intercreditor Amendment Agreement)

"Intercreditor Amendment Agreement" means the amendment and restatement deed dated 25 July 2007 relating to the intercreditor agreement and made between, among others, the Chargor and the Finance Parties

"Intra-Group Loan" means any Financial Indebtedness owed by a Group Company to another Group Company

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

Short particulars of all the property mortgaged or charged

- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

"Issuing Bank" means Barclays Bank PLC as issuer of Letters of Credit and Lender Guarantees

"Lender" means each of the lenders listed in Schedule 1 (*The Lenders*) to the Amended Agreement as a lender, and any assignee or transferee to whom rights and/or obligations are assigned or transferred in accordance with Clause 35 (*Changes to Parties*) of the Amended Agreement and includes a successor of any such person

"Lender Guarantee" means a guarantee, indemnity, letter of credit, bond, or instrument of suretyship or payment issued or to be issued by the Issuing Bank under the Revolving Facility or the Acquisition/Capex Facility substantially in the form provided for in Part II of Schedule 9 (*Form of Letter of Credit and Lender Guarantee*) to the Amended Agreement or in any other form as may be agreed between the Obligors' Agent, the Agent and the Issuing Bank (in each case acting reasonably)

"Letter of Credit" means a letter of credit, issued or to be issued by the Issuing Bank under the Revolving Facility or the Acquisition/Capex Facility substantially in the form set out in Part I of Schedule 9 (*Form of Letter of Credit and Lender Guarantee*) to the Amended Agreement or in any other form as may be agreed between the Obligors' Agent, the Agent and the Issuing Bank (in each case acting reasonably)

"Loan Note Account" means the cash collateral account which contains a deposit of the aggregate principal amount, together with accrued interest, of the collateralised Vendor/Management Loan Notes (as defined in the Acquisition Agreement)

"Obligors" means each Borrower and each Guarantor and **"Obligor"** means any of them

"Obligors' Agent" means Bidco appointed to act on behalf of each Obligor in relation to the Senior Finance Documents pursuant to Clause 31.6 (*Bidco as Obligors' Agent*) of the Amended Agreement

"Permitted Debenture Transaction" means any transaction, arrangement, agreement, investment, security, disposal, acquisition or payment permitted by the Amended Agreement

"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"Resignation Letter" means a letter substantially in the form set out in Schedule 11 (*Form of Resignation Letter*) to the Amended Agreement

"Revolving Facility" means the revolving credit facility referred to in paragraph (e) of Clause 2.1 (*Facilities*) of the Amended Agreement

"Revolving Facility Advance" means the principal amount of each Advance made or to be made to a Borrower under the Revolving Facility as from time to time reduced by repayment or prepayment

"Second Lien Agent" means any person which has been appointed as agent of the Second Lien Facility Lenders under Clause 27.2 (*Appointment of the Second Lien Agent*) of the Amended

Short particulars of all the property mortgaged or charged

Agreement and has become a party to the Intercreditor Agreement as a Second Lien Agent in accordance with the Intercreditor Agreement

"Second Lien Facility" means the term loan facility referred to in paragraph (c) of Clause 2 1 (*Facilities*) of the Amended Agreement

"Second Lien Facility Advance" means the principal amount of each Advance made or to be made under the Second Lien Facility, as from time to time reduced by repayment or prepayment

"Second Lien Facility Lender" means

- (a) each of the Lenders identified in Schedule 1 (*The Lenders*) to the Amended Agreement as participating in the Second Lien Facility, and
- (b) any bank, financial institution, trust, fund or other entity which has become a Second Lien Facility Lender in accordance with Clause 35 (*Changes to Parties*) of the Amended Agreement,

which in each case has not ceased to be a Second Lien Facility Lender in accordance with the Amended Agreement

"Security" means

- (a) any mortgage, charge (fixed or floating), pledge, lien, hypothecation, set-off, assignment, or trust arrangement or any other agreement or arrangement achieving a substantially similar effect, and
- (b) a transaction under which any member of the Group will
 - (iii) sell, transfer or otherwise dispose of any of its assets on terms whereby they are contractually required to be leased to or re-acquired by any other member of the Group,
 - (iv) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
 - (v) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
 - (vi) enter into any other arrangement with the effect of conferring a preferential right to assets in an insolvency,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

"Security Documents" means the Bidco Debenture, the documents listed in Part III (*Conditions subsequent*) of Schedule 3 (*Conditions precedent and conditions subsequent*) to the Amended Agreement, each security document referred to in paragraph 6 of Schedule 2 (*Conditions precedent*) to the Amendment and Restatement Agreement, each security document referred to in paragraph 2 of Part IV of Schedule 3 (*Conditions precedent and conditions subsequent*) to the Amended Agreement and any other document evidencing or creating Security over any asset of an Obligor in favour of any Finance Party in respect of the obligations of any of the Obligors under the Senior Finance Documents

"Senior Finance Documents" means the Amendment and Restatement Agreement (attaching the Amended Agreement), the Ancillary Documents, the Security Documents, the Hedging Documents, the Hedging Strategy Letter, the Syndication Side Letter, the Intercreditor Amendment Agreement, the Intercreditor Agreement, each Accession Document, each Resignation Letter,

Short particulars of all the property mortgaged or charged

each Compliance Certificate, each Utilisation Request, each Transfer Certificate, each Letter of Credit and/or Lender Guarantee, the Fees Letters the Amendment Fee Letter and any other document or agreement designated as such by the Agent and the Obligors' Agent

Any reference in the Tragus Target Guarantor Debenture to a "**Senior Finance Document**" or any other agreement or instrument is a reference to that Senior Finance Document or other agreement or instrument as amended (including pursuant to the Amendment and Restatement Agreement and the Intercreditor Amendment Agreement), novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Senior Finance Document or other agreement or instrument

"**Specified Time**" means a time determined in accordance with Schedule 13 (*Timetables*) to the Amended Agreement

"**Sterling**" or "£" means the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland

"**Subsidiary**" means in relation to any company or corporation, a company or corporation

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body

"**Syndication Side Letter**" means the syndication side letter dated on or about 15 December 2006 between Bidco and the Arranger in relation to the syndication of the Facilities

"**Target**" means Tragus Limited, a company incorporated in England and Wales with registered number 05823072

"**Term Advances**" means the Facility B Advances, the Facility C Advances and the Second Lien Facility Advances and "**Term Advance**" means any of them

"**Transfer Certificate**" means a certificate substantially in the form set out in Schedule 6 (*Form of Transfer Certificate*) to the Amended Agreement or in any other form agreed between the Agent and Bidco

"**Utilisation**" means an Advance, a Letter of Credit or a Lender Guarantee

"**Utilisation Request**" means a notice requesting an Advance or issue of a Letter of Credit or Lender Guarantee substantially in the form set out in Part I or Part II of Schedule 4 (*Form of Utilisation Request*) to the Amended Agreement as appropriate

"**Vendors**" means the Sellers as defined in the Acquisition Agreement

Note (3) The Investments specified in Schedule 3 (*Investments*) to the Tragus Target Guarantor Debenture are as follows

Chargor

Name of company in which shares are held

Name of Company
Bella Italia Restaurants Limited

Company Number
964194

Short particulars of all the property mortgaged or charged

Chargor
Bella Italia Restaurants Limited

Name of company in which shares are held
The Pizza Gallery Limited ((Registered number
2886353)
Ampleflow Limited (Registered number 1071829)
Prima Pasta Limited (Registered number 909029)
Bella Pasta Restaurants Limited (Registered number
2619069)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 00964194

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY DOCUMENT DATED THE 25th JULY 2007 AND CREATED BY BELLA ITALIA RESTAURANTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ANY FINANCE PARTY 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 31st JULY 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th AUGUST 2007



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES