

MR01

Particulars of a charge



Companies House

714818/286

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. It will be scanned and placed on the public record

FRIDAY



A3HQYL1K

A07

03/10/2014

#26

COMPANIES HOUSE

1 Company details

Company number 02521829

Company name in full Bella Italia Group Limited

13

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 30/09/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name U S Bank Trustees Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MRO1

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

The Intellectual Property meaning

a) any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and

b) the benefit of all applications and rights to use such assets of each member of the group

to the extent that granting by a 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 such contract, agreement or other instrument the right to terminate its obligations thereunder or (iii) is permitted with consent if all necessary such consents to such grant of a security have been obtained from the relevant parties

The Real Property meaning

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)

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X KIRKLAND & BELLIS INTERNATIONAL LLP X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Amber Pledge**

Company name **Kirkland & Ellis International LLP**

Address **30 St Mary Axe**

Post town **London**

County/Region

Postcode **E C 3 A 8 A F**

Country

DX

Telephone **+44 (0) 20 7469 2392**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2521829

Charge code: 0252 1829 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2014 and created by BELLA ITALIA GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2014

Given at Companies House, Cardiff on 8th October 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Date 30 September, 2014

**THE COMPANIES LISTED IN SCHEDULE 1
AS THE CHARGORS**


IN FAVOUR OF

U.S. BANK TRUSTEES LIMITED AS SECURITY AGENT

SUPPLEMENTAL DEED OF CHARGE
EXECUTED IN CONNECTION WITH THE
SENIOR FACILITIES AGREEMENT ORIGINALLY
DATED 15 DECEMBER 2006

SUPPLEMENTAL TO A DEBENTURE
DATED 25 JULY 2007

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO SECTION 859G OF THE COMPANIES ACT 2006, THE ENCLOSED COPY OF THE SECURITY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION UNDER SECTION 859A OF THE COMPANIES ACT 2006 IS A CORRECT COPY OF THE ORIGINAL SECURITY AGREEMENT.

SIGNATURE: 
NAME: WILLIAM QUINN
DATE: 1 OCTOBER 2014.

KIRKLAND & ELLIS INTERNATIONAL LLP

30 St Mary Axe
London EC3A 8AF
Tel +44 (0)20 7469 2000
Fax +44 (0)20 7469 2001
www.kirkland.com

Table of Contents

| | Page |
|--------------------------------------------------------------|-------------|
| 1 Definitions and Interpretation | 2 |
| 1 1 Definitions | 2 |
| 1 2 Terms defined in other Finance Documents | 4 |
| 1 3 Construction | 4 |
| 1 4 Third Party Rights | 4 |
| 2 Confirmation of Existing Security | 4 |
| 3 Supplemental Security | 5 |
| 3 1 Fixed Charges | 5 |
| 3 2 Assignments | 5 |
| 3 3 Floating Charge | 6 |
| 4 Negative Pledge and Disposals | 6 |
| 4 1 Negative Pledge | 6 |
| 4 2 No Disposal of Interests | 6 |
| 5 Miscellaneous | 6 |
| 5 1 Incorporation of terms | 6 |
| 5 2 Original Debenture | 7 |
| 5 3 Appropriation under the Financial Collateral Regulations | 7 |
| 5 4 No Merger | 8 |
| 5 5 Failure to execute | 8 |
| 5 6 Counterparts | 8 |
| 6 Governing Law | 8 |
| Schedule 1 | 9 |
| The Chargors | 9 |

Date. 30 September, 2014

THIS SUPPLEMENTAL DEED OF CHARGE (the "**Supplemental Charge**") is made by way of deed on 2014

BY:

- (1) **THE COMPANIES** listed in Schedule 1 (*The Chargors*) hereto (each a "**Chargor**" and together the "**Chargors**"), in favour of
- (2) **U.S. BANK TRUSTEES LIMITED** as security agent and trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the "**Security Agent**" which expression shall include any person for the time being appointed as security agent or as an additional security agent for the purpose of, and in accordance with, the Intercreditor Agreement),

(each a "**Party**" and together, the "**Parties**")

RECITALS

- (A) The Lenders made certain facilities available to the members of the Group pursuant to the Original Facilities Agreement
- (B) By virtue of the Original Debenture the Chargors created security over the Charged Assets (as defined in the Original Debenture) in respect of the Liabilities (as defined in the Original Debenture)
- (C) The Lenders under the Original Facilities Agreement have agreed to amend the terms of the Group's indebtedness under the Original Facilities Agreement pursuant to the terms of an Amendment and Restatement Agreement (as defined below). In connection with this Amendment and Restatement Agreement, the Chargors' obligations owed to the Finance Parties in respect of the Strada Debt (as defined in the Amendment and Restatement Agreement) have been released.
- (D) The Chargors wish to confirm the existing security created pursuant to the Original Debenture in respect of the Sustainable Debt (as defined below) only and grant security over the Charged Property to secure its obligations to the Secured Parties under the Amended and Restated Facilities Agreement (as defined below)
- (E) This Supplemental Charge is supplemental to the Original Debenture

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Supplemental Charge:

Amendment and Restatement Agreement" means the amendment and restatement agreement dated 30 September 2014 made between, amongst others, Tragus Bidco

Limited as Bidco, Elavon Financial Services Limited as Agent and U S Bank Trustees Limited as Security Agent.

"Amended and Restated Facilities Agreement" means the Original Facilities Agreement as amended and restated pursuant to the Amendment and Restatement Agreement in respect of the Sustainable Debt only (as may be further amended and/or restated from time to time).

"Assigned Contracts" means any instrument evidencing financial indebtedness owed by a member of the Group to another member of the Group

"Charged Property" means the assets of the Chargors charged in favour of, or assigned (whether at law or equity) to, the Security Agent pursuant to this Supplemental Charge.

"Effective Date" means the Closing Date

"Finance Document" has the meaning given to that term in the Amended and Restated Facilities Agreement

"Intellectual Property" means

- a) any patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, and
- b) the benefit of all applications and rights to use such assets of each member of the Group

to the extent that granting by a 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 such contract, agreement or other instrument the right to terminate its obligations thereunder or (iii) is permitted with consent if all necessary such consents to such grant of a Security have been obtained from the relevant parties.

"Original Debenture" means the debenture dated 25 July 2007 between, amongst others, Tragus Limited and Barclays Bank PLC (as the then security agent)

"Original Facilities Agreement" means the £340,000,000 senior and second lien facilities agreement originally dated 15 December 2006 as amended on 5 January 2007 and on 20 February 2007 and as amended and restated on 15 March 2007 and 25 July 2007 and as further amended on 26 October 2007 and 28 April 2008 (as amended and/or restated from time to time) between, amongst others, Tragus Bidco Limited as Original Borrower and Original Guarantor and Barclays Bank PLC as Agent and Security Agent (as succeeded by Elavon Financial Services Limited and U S Bank Trustees Limited respectively)

"Original Security" means the Security created under the Original Debenture.

“Secured Debt Acceleration Event” means a Senior Acceleration Event or a Senior Secured Notes Acceleration Event (as each such term is defined in the Intercreditor Agreement as amended on or around the Effective Date)

“Secured Obligations” means the Liabilities (as defined in the Original Debenture) in respect of the Sustainable Debt only including, for the avoidance of doubt, such obligations arising under the Finance Documents on and after the Effective Date

“Sustainable Debt” has the meaning given to that term in the Amendment and Restatement Agreement

1 2 Terms defined in other Finance Documents

Unless defined in this Supplemental Charge, or the context otherwise requires, a term defined in the Original Debenture or the Amended and Restated Facilities Agreement has the same meaning in this Supplemental Charge or any notice given under or in connection with this Supplemental Charge

1 3 Construction

1 3 1 The rules of construction set out in Clause 1.2 (*Construction*) of the Original Debenture shall apply to the construction of this Supplemental Charge

1 3 2 In this Supplemental Charge any reference to the **“Security Agent”**, the **“Companies”**, the **“Chargors”**, the **“Agent”** or the **“Secured Parties”** shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests

1 3 3 From the Effective Date the Original Debenture shall be read and construed as one document with this Supplemental Charge.

1 3 4 References in this Supplemental Charge to any Clause or Schedule shall be to a clause or schedule contained in this Supplemental Charge.

1 4 Third Party Rights

A person who is not a party to this Supplemental Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Supplemental Charge

2 CONFIRMATION OF EXISTING SECURITY

For the avoidance of doubt, each Chargor confirms for the benefit of the Secured Parties that with effect from the Effective Date, the Original Security shall (a) remain in full force and effect notwithstanding the implementation of the Amended and Restated Facilities Agreement (but subject to the amendments and releases contained in the Amendment and Restatement Agreement) and (b) continue to secure their Secured Obligations under the Finance Documents (including, but not limited to, under the Amended and Restated Facilities Agreement)

3 SUPPLEMENTAL SECURITY

3.1 Fixed Charges

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor charges with full title guarantee in favour of the Security Agent as security agent and trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, by way of fixed charge (which so far as it relates to land in England and Wales vested in that Chargor at the date of this Supplemental Charge shall be a charge by way of legal mortgage) (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party).

3.1.1 the Real Property in England and Wales now belonging to it,

3.1.2 (to the extent they are not subject to a mortgage under sub-clause 3.1.1 above) by way of fixed equitable charge, all Real Property now belonging to it and Real Property acquired by it in the future,

3.1.3 by way of first fixed charge, all its present and future.

- (a) Book Debts,
- (b) Bank Accounts,
- (c) Intellectual Property,
- (d) Investments,
- (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

3.2 Assignments

In addition and without prejudice to the security confirmation contained in Clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor assigns and agrees to assign absolutely with full title guarantee to the Security Agent as security agent and trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all of each Chargor's respective right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

3.2.1 the Assigned Contracts, including all moneys payable to each Chargor, and any claims, awards and judgements in favour of each Chargor, under or in connection with the Assigned Contracts, and

3.2.2 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)

3.3 Floating Charge

3.3.1 In addition and without prejudice to the security confirmation contained in clause 2 (*Confirmation of Existing Security*) and without prejudice but subject only to the Original Security, each Chargor with full title guarantee charges in favour of the Security Agent as security agent and trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations by way of floating charge all present and future assets and undertaking of that Chargor

3.3.2 The floating charge created by sub-clause 3.3.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Chargors under the Finance Documents in favour of the Security Agent as security agent and trustee for the Secured Parties but in priority to any other Security over the Charged Assets of that Chargor except for any security ranking in priority in accordance with paragraph (f) of Schedule 1 (*Rights of Receivers*) of the Original Debenture.

3.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this Clause 3.3 (*Floating Charge*).

4 NEGATIVE PLEDGE AND DISPOSALS

4.1 Negative Pledge

Each Chargor undertakes that it shall not, at any time during the subsistence of this Supplemental Charge, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Amended and Restated Facilities Agreement

4.2 No Disposal of Interests

Each Chargor undertakes that it shall not (and shall not agree to) at any time during the subsistence of this Supplemental Charge, except as permitted pursuant to the Amended and Restated Facilities Agreement, 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 Property.

5 MISCELLANEOUS

5.1 Incorporation of terms

The provisions of Clauses 1.3 (*Third Party Rights*), 5.4 (*Conversion by notice*), 5.5 (*Automatic conversion*), 6.2 (*Notice of assignment*), 6.3 (*Chargor still liable*), 6.4 (*No*

variation etc), 6 5 (*Breach*), 6 6 (*Performance of Obligations*), 7 3 (*Further Assurance*), 8 (*Real Property*), 9 (*Book Debts*), 10 (*Bank Accounts*), 11 (*Investments*), 12 (*Intellectual Property*), 13 (*Insurance*), 14 (*Enforcement*), 15 (*Appointment and Right of Receivers*), 16 (*Security Agent's Rights*), 17 (*Order of Distributions*), 18 (*Liability of Security Agent, Receivers and Delegates*), 19 (*Power of Attorney*), 20 (*Protection of Third Parties*), 21 (*Saving Provisions*), 22 (*Discharge of Security*), 23 (*Payments*), 24 (*Rights, Waivers and Determinations*), 25 (*Indemnities*), (and including Schedule 1 (*Rights of Receivers*), Schedule 2 (*Form of Notice of Assignment*), Schedule 4 (*Form of Notice of Charge of Bank Accounts*) and Schedule 5 (*Form of Notice of Assignment of Insurances*) of the Original Debenture are incorporated into this Supplemental Charge as if set out in full in this Supplemental Charge, but so that references into those clauses to:

5 1 1 the "**Amended Agreement**" are references to the "Amended and Restated Facilities Agreement" (as defined herein),

5.1 2 the "**Finance Parties**" or a "**Finance Party**" are references to "**Finance Parties**" or a "**Finance Party**" as defined in the Amended and Restated Facilities Agreement,

5 1 3 the "**Liabilities**" are references to the "Secured Obligations" (as defined herein),

5 1 4 "**Charged Assets**" are references to the assets of the Chargors charged in favour of, or assigned (whether at law or equity) to the Security Agent pursuant to this Supplemental Charge (and any reference to one or more assets comprising all or part of the Charged Assets (as so defined) shall be construed accordingly),

5 1 5 "**Enforcement Event**" means a Secured Debt Acceleration Event,

5 1 6 "**Senior Finance Documents**" are references to the "Finance Documents" (as defined in the Amended and Restated Facilities Agreement), and

5.1 7 "**this Deed**" are references to this Supplemental Charge

5 2 **Original Debenture**

Except insofar as supplemented by this Supplemental Charge, the Original Debenture shall remain in full force and effect

5.3 **Appropriation under the Financial Collateral Regulations**

5 3 1 To the extent that any of the Charged Property constitutes "financial collateral" and this Deed and the obligations of the Chargors hereunder constitute "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No 2) Regulations 2003 (as amended) (the "**Regulations**")), the Security Agent shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations and may exercise that right to appropriate by giving notice to the Chargors at any time after a Secured Debt Acceleration Event has occurred

5.3.2 The Parties agree that the value of any such appropriated financial collateral shall be (x) in the case of securities, the price at which such securities can be disposed of by the Security Agent, and (y) in the case of any other asset, the market value of such financial collateral as determined by the Security Agent, in each case, in a manner which is commercially reasonable (including by way of an independent valuation). The Parties agree that the methods of valuation provided for in this paragraph shall constitute commercially reasonable methods of valuation for the purposes of the Regulations.

5.4 **No Merger**

For the avoidance of doubt, any charge or assignment (whether at law or in equity) created by the Original Debenture shall continue in full force and effect notwithstanding this Supplemental Charge and shall not merge in any security constituted by this Supplemental Charge or be released, extinguished or affected in any way by the security constituted by this Supplemental Charge.

5.5 **Failure to execute**

Failure by one or more parties ("Non-Signatories") to execute this Supplemental Charge on the date hereof will not invalidate the provisions of this Supplemental Charge as between the other Parties who do execute this Supplemental Charge. Such Non-Signatories may execute this Supplemental Charge on a subsequent date and will thereupon become bound by its provisions.

5.6 **Counterparts**

This Supplemental Charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Charge.

6 **GOVERNING LAW**

This Supplemental Charge and any non-contractual obligations arising out of or in connection with it are governed by English law.

THIS SUPPLEMENTAL CHARGE has been signed on behalf of the Security Agent and executed as a deed by each of the Chargors and is delivered by each Chargor on the date specified above.

SCHEDULE 1

The Chargors

| Name of Company | Registration Number |
|-----------------------------------|----------------------------|
| Tragus Limited | 5823072 |
| Tragus Group Holdings Limited | 5313454 |
| Tragus Holdings Limited | 4349917 |
| Café Rouge Restaurant Limited | 425057 |
| Bella Italia Restaurants Limited | 964194 |
| Bella Italia Group Limited | 2521829 |
| Heathgate Restaurants Limited | 01845723 |
| Oriel Restaurants Limited Limited | 2913605 |
| Ortega Bars Limited | 3002219 |
| Abbaye Restaurants Limited | 3109642 |
| Mamma Amalfi Restaurants Limited | 2767925 |

EXECUTION PAGES TO SUPPLEMENTAL CHARGE

The Chargors

EXECUTED as a DEED

by TRAGUS LIMITED

and signed on its behalf by

T J DOUBLEDAY

Name

Director

in the presence of

Witness

Witness name

BONNIE LEIGH

Witness address.

148A STATION RD, NW4 3SP

Witness occupation

PA

Address 163 Eversholt Street, London, NW1 1BU

Email. Tim.Doubleday@tragusgroup.com

EXECUTED as a DEED

by **TRAGUS GROUP HOLDINGS LIMITED**

and signed on its behalf by

Tim Doubleday

Name

Director

in the presence of.

Witness

Witness name

BONNIE LEIGH

Witness address

148A STATION RD, NW11 3SP

Witness occupation:

PA

Address 163 Eversholt Street, London, NW1 1BU

Email: Tim.Doubleday@tragusgroup.com

EXECUTED as a DEED

by TRAGUS HOLDINGS LIMITED

and signed on its behalf by

Tim Doubleday

Name

Director

in the presence of

Witness

Witness name:

BONNIE LEITCH

Witness address:

148A STATION RD, NW4 3SP

Witness occupation

PA

Address 163 Eversholt Street, London, NW1 1BU

Email. Tim Doubleday@tragusgroup.comFax

EXECUTED as a DEED

by CAFÉ ROUGE RESTAURANTS LIMITED

and signed on its behalf by

Tim Doubleday

Name

[Redacted Signature]

Director

in the presence of

[Redacted Signature]

Witness

Witness name:

BONNIE LEIGH

Witness address:

148A STATION RD, NW4 3SP

Witness occupation

PA

Address. 163 Eversholt Street, London, NW1 1BU

Email Tim Doubleday@tragusgroup.com

EXECUTED as a DEED

by BELLA ITALIA RESTAURANTS LIMITED

and signed on its behalf by

Tim Doubleday

Name



Director

in the presence of.



Witness

Witness name. BONNIE LEIGH
Witness address: 148A STATION RD, NW4 3SP
Witness occupation. PA

Address: 163 Eversholt Street, London, NW1 1BU

Email Tim Doubleday@tragusgroup.com

EXECUTED as a DEED

by BELLA ITALIA GROUP LIMITED

and signed on its behalf by

TJ Doubleday

Name

Director

in the presence of

Witness

Witness name

BONNIE LETCH

Witness address.

148A STATION RD, NW4 3SP

Witness occupation

PA

Address. 163 Eversholt Street, London, NW1 1BU

Email: Tim Doubleday@tragusgroup.com

EXECUTED as a DEED

by HEATHGATE RESTAURANTS LIMITED

and signed on its behalf by

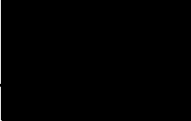
Tim Doubleday

Name



Director

in the presence of



Witness

Witness name:

BONNIE LEITCH

Witness address:

148A STATION RD, NW4 3SP

Witness occupation

PH

Address 163 Eversholt Street, London, NW1 1BU

Email Tim.Doubleday@tragusgroup.com

EXECUTED as a DEED

by ORIEL RESTAURANTS LIMITED

and signed on its behalf by

Tim Doubleday

Name



Director

in the presence of



Witness

Witness name:

BONNIE LEIGH

Witness address:

115A STATION RD, NW1 3SP

Witness occupation

PA

Address: 163 Eversholt Street, London, NW1 1BU

Email: Tim.Doubleday@tragusgroup.com

EXECUTED as a DEED

by ORTEGA BARS LIMITED

and signed on its behalf by

TJ Doubleday

Name

[Redacted Signature]

Director

in the presence of

[Redacted Signature]

Witness

Witness name

BONNIE LEITCH

Witness address

115A STATION RD, NW11 3SP

Witness occupation

PA

Address. 163 Eversholt Street, London, NW1 1BU

Email Tim Doubleday@tragusgroup.com

EXECUTED as a DEED

by ABBAYE RESTAURANTS LIMITED

and signed on its behalf by

Tim Doubleday

Name

[REDACTED]

Director

in the presence of:

[REDACTED]

Witness

Witness name

BONNIE LEITCH

Witness address:

148A STATION RD, NW1 3SP

Witness occupation

PA

Address. 163 Eversholt Street, London, NW1 1BU

Email Tim.Doubleday@tragusgroup.com

EXECUTED as a DEED

by MAMMA AMALFI RESTAURANTS LIMITED

and signed on its behalf by

TJ Doubleday

Name



Director

in the presence of:



Witness

Witness name.

BONNIE LEITCH

Witness address.

148A STATION RD, NW4 3UP

Witness occupation

PA

Address 163 Eversholt Street, London, NW1 1BU

Email Tim.Doubleday@tragusgroup.com

The Security Agent

SIGNED for and on behalf of
U.S. BANK TRUSTEES LIMITED

Chris Yates
Authorised Signatory

By. 

Address 125 Old Broad Street, London, EC2N 1AR

Email. Loan Agency London@usbank.com

Attention. Loan Agency


Michael Whelan
Authorised Signatory