Companies House

MR01(ef)

Registration of a Charge

Company name: **CASUAL DINING RESTAURANTS GROUP LIMITED**

Company number: **05313454**

Received for Electronic Filing: **16/01/2020**

X8WT44F7

Details of Charge

Date of creation: **14/01/2020**

Charge code: **0531 3454 0014**

Persons entitled: **U.S. BANK TRUSTEES LIMITED (AND ITS SUCCESSORS IN TITLE AND PERMITTED TRANSFEREES)**

Brief description:

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 CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **LINKLATERS BUSINESS SERVICES**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5313454

Charge code: 0531 3454 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th January 2020 and created by CASUAL DINING RESTAURANTS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th January 2020 .

Given at Companies House, Cardiff on 17th January 2020

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

SUPPLEMENTAL DEBENTURE

relating to a

debenture originally dated 10 December 2015 and

supplemented pursuant to a supplemental debenture dated 15 August 2018

Dated 14 January 2020

made between

the Companies listed in Schedule 1

as Chargors

and

U.S. BANK TRUSTEES LIMITED

as Security Agent

Linklaters

Ref: L-293510

Linklaters LLP

Certified that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.
Linklaters LLP.

Contents

Clause		Page
1	Definitions and interpretation	3
2	Creation of further security	4
3	Incorporation	5
4	Continuing security and other matters	5
5	Counterparts	5
6	Governing law	5
7	Enforcement	5
Schedule 1		7
Schedule 2		8
Signatories to supplemental debenture		10

THIS DEED is made on 14 January 2020

BY:

(1) The companies listed in Schedule 1 (*Chargors*), each a "**Chargor**" and collectively 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**").

RECITALS:

(A) This Deed is supplemental to a debenture originally dated 10 December 2015 and made between, among others, each Chargor (as defined therein) and the Security Agent (as supplemented pursuant to a supplemental debenture dated 15 August 2018) (the "**Security Agreement**").

(B) The senior facilities agreement originally 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, an amendment and restatement agreement dated 14 July 2017, an amendment and restatement agreement dated 15 August 2018 and an amendment letter dated 7 October 2019) (the "**Amended Facilities Agreement**").

(C) To facilitate the payment of certain interest sums falling due under the Amended Facilities Agreement, Casual Dining Bidco Limited entered into a liquidity facility with certain Lenders (as defined therein) and the Security Agent on 14 October 2019 (the "**Liquidity Facility Agreement**").

(D) 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 Amended Facilities Agreement and, such confirmation notwithstanding, to grant new security in connection with the Amended Facilities Agreement and the Liquidity Facility Agreement as set out below.

(E) 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 Amended 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.

"**Chargors**" means the Chargors and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed.

"**Intercreditor Agreement**" means the intercreditor agreement originally dated 10 December 2015 (as amended and/or amended and restated from time to time) between, among others, the Chargors and the Security Agent.

"**Liabilities**" has the meaning given to that term in the Intercreditor 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 Senior Finance Documents and the Additional Senior Debt Documents (each as defined in the Intercreditor Agreement) (including, under any Incremental Facility and, for the avoidance of doubt, the Amended Facilties Agreement, the Liquidity Facility Agreement and 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**" has the meaning given to that term in the Intercreditor Agreement.

"**Security Accession Deed**" means a deed executed by a member of the Group substantially in the form set out in Schedule 2 (*Form of Security Accession Deed*), with those amendments which the Security Agent may approve or reasonably require.

1.2 Construction

The rules of construction set forth in clause 1.2 of the Amended 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 CREATION OF FURTHER SECURITY

2.1 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).

2.2 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.

2.3 The security interests created by each Chargor pursuant to Clause 2.2 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.

2.4 In relation to the security interests created pursuant to Clause 2.2 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*.

3 INCORPORATION

3.1 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 Amended Facilities Agreement;

(b) any term defined by reference to a definition set out in the Facilities Agreement being replaced with the definition of that term set out in the Amended Facilities Agreement; and

(c) 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.

3.2 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 3, the express terms of this Deed shall prevail.

4 CONTINUING SECURITY AND OTHER MATTERS

This Deed and the obligations of the Chargors under this Deed (including its obligations under Clause 2 (*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).

5 COUNTERPARTS

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

6 GOVERNING LAW

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

7 ENFORCEMENT

7.1 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.

7.2 Proceedings elsewhere

(a) Clause 7.1 (*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

	Name	Jurisdiction of Incorporation	Registered Number
1.	Casual Dining Restaurants Group Limited	England	05313454
2.	Casual Dining London Limited	England	05823072
3.	Casual Dining Limited	England	04349917
4.	Café Rouge Restaurants Limited	England	00425057
5.	Bella Italia Restaurants Limited	England	00964194
6.	Bella Italia Group Limited	England	02521829
7.	Las Iguanas Limited	England	02479566
8.	Las Iguanas Holdings Limited	England	06326861
9.	La Tasca Restaurants Holdings Limited	England	03349330
10.	La Tasca Group Limited	England	04220541
11.	La Tasca Holdings Limited	England	07505029

Schedule 2

Form of Security Accession Deed

THIS SECURITY ACCESSION DEED is made on [•].

BETWEEN:

(1) [•], a company incorporated in England and Wales with registered number [•] (the "**New Chargor**"); and

(2) [•], as security trustee for itself and for each of the other Secured Parties (the "**Security Agent**").

RECITAL:

This deed is supplemental to a debenture originally dated 10 December 2015 and made between, among others, each Chargor (as defined therein) and the Security Agent (as supplemented pursuant to a supplemental debenture dated 15 August 2018 and a further supplemental debenture dated [•] 2019 between, among others, each Chargor (as defined therein) and the Security Agent (as supplemented, amended and/or amended and restated from time to time) (the "**Security Agreement**").

NOW THIS DEED WITNESSES as follows:

1 INTERPRETATION

1.1 Definitions

Terms defined in the Security Agreement shall have the same meaning when used in this deed.

1.2 Construction

Clauses 1.2 (*Construction*) to 1.5 (*Miscellaneous*) of the Security Agreement will be

deemed to be set out in full in this deed, but as if references in those clauses to the Security Agreement were references to this deed.

2 ACCESSION OF NEW CHARGOR

The New Chargor agrees to be a Chargor for the purposes of the Security Agreement with immediate effect and agrees to be bound by all of the terms of the Security Agreement as if it had originally been a party to it as a Chargor.

2.1 Creation of further security

(a) Each New 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.

(b) Each New 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.

(c) The security interests created by each New Chargor pursuant to Clause 2.1(b) shall be separate and distinct from and shall not merge with the security interests created by each New Chargor over the Charged Property pursuant to the Security Agreement.

(d) In relation to the security interests created pursuant to Clause 2.1(b) 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.

3 CONSENT OF EXISTING CHARGORS

The existing Chargors agree to the terms of this deed and agree that its execution will in no way prejudice or affect the security granted by each of them under (and covenants given by each of them in) the Security Agreement.

4 CONSTRUCTION OF SECURITY AGREEMENT

The Security Agreement and this deed shall be read together as one instrument on the basis that references in the Security Agreement to "this deed" or "this Security Agreement" will be deemed to include this deed.

5 GOVERNING LAW

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

6 COUNTERPARTS

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

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

SIGNATORIES TO SUPPLEMENTAL DEBENTURE

CHARGORS

[redacted]

Signed as a deed by **Casual Dining Restaurants Group Limited** acting by ADRIAN WALKER a Director in the presence of

Signature of witness

[redacted]

Name: Hayley Locke

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **Casual Dining London Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

[redacted]

Name: Hayley Leeks

Occupation: [redacted]

Address: 162 Eve Shell St, London NW1 4DU

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **Bella Italia Restaurants Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

[redacted]

Name: Hayley Heche

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **Bella Italia Group Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

[redacted] .....

Name: Hayley Leake

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **Casual Dining Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

..... [redacted]

Name: Hayley Yeats

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **Café Rouge Restaurants Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

[redacted]

Name: Hayley Leake

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **Las Iguanas Holdings Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

[redacted]

Name: Hayley Wade

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **Las Iguanas Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

[redacted]

Name: Hayley Hendy

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **La Tasca Group Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

[redacted] .....

Name: Hayley Leale

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU.

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **La Tasca Restaurants Holdings Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

[redacted] .....

Name: Hayley Leake

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU.

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

Facsimile: 020 7121 3233

Attention: James Spragg

Signed as a deed by **La Tasca Holdings Limited** acting by ADRIAN WALKER a Director in the presence of _____

[redacted]

Signature of witness

[redacted]

Name: Hayley Leahe

Occupation: [redacted]

Address: 163 Eversholt St, London NW1 1BU

Notice Details

Address: 1st Floor, 163 Eversholt Street, London, NW1 1 BU

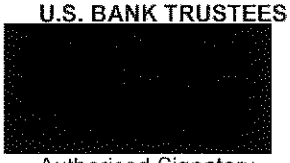
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Attention: James Spragg

THE SECURITY AGENT

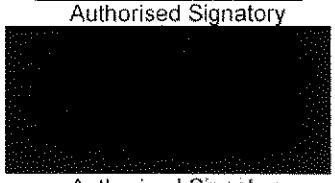
SIGNED by and for behalf of

U.S. BANK TRUSTEES LIMITED



Lilya Pepeun
Authorised Signatory

Authorised Signatory



Kamal Hussain
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